

AGENDA
REGULAR MEETING DES MOINES CITY COUNCIL
February 12, 2004 - 7:30 p.m.

CALL TO ORDER - Mayor Sheckler

Susan White
Dan Sherman

absent &
excused

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC: At this time you are invited to comment on items that you wish to bring to Council's attention. Please sign in prior to the meeting and limit your comments to three minutes or less.

George Minnick - pool policy
Al Faray - water issues

BOARD & COMMITTEE REPORTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

Rotary Wine Festival - March 2005

~~Waterland~~ → NEED Resolution (Joe See waterland)

CONSENT CALENDAR*

1. Motion is to approve the minutes of the special and regular meetings of January 8 and 22, 2004.

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

Motion: As of this date the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the above list and further described as follows:

Claim checks # through # & electronic fund transfers in the total amount of \$

Payroll fund transfers in the total amount of \$

3. Motion is to authorize the City Manager to sign the 2004-2005 Coordinated Prevention Grant number G0400158 between the City of Des Moines and the Washington State Department of Ecology.

*NOTE: Items on the Consent Calendar are either routine or have been previously discussed. Any item may be removed by a Councilmember.

PUBLIC HEARING

Draft Ordinance - South 212th Street Closure - 1st Reading

SUMMARY: The purpose of this agenda item is to allow for public input on the potential closure of South 212th Street between 7th Place South and Des Moines Memorial Drive.

Michael Brown & neighbors - oppose want it closed
Jim Pobbmanns - open
George P et al - open
Margorij Petoff - open

Motion to reopen by Benjamin - Passed 3-2

OLD BUSINESS

Benjamin left for a minute

NEW BUSINESS

✓ 1. South King County Ground Water Management Plan

SUMMARY: The purpose of this agenda item is to gain Council concurrence with the Draft South King County Ground Water Management Plan as outlined in the proposed letter for signature by the Mayor.

remanded to environment committee

4-0

✓ 2. Des Moines Creek Basin Committee Interlocal Agreement #4

SUMMARY: The purpose of this agenda item is to seek City Council approval for interlocal agreement between the parties of the Des Moines Creek Basin Committee for the construction and ongoing operation and maintenance of the Des Moines Creek Restoration Projects. The parties include King County, the City of SeaTac, the Port of Seattle and the Washington State Department of Transportation.

remanded to environment committee

5-0

✓ 3. Draft Ordinance No. 03-153 - Pacific Place Subdivision Covenant Release - 1st Reading

SUMMARY: The draft ordinance would release and extinguish the interests of the City in regards to a "Declaration of Covenant" relating to a surface water retention/detention facility that was never constructed for a multifamily/commercial development that was never built.

Passed - 80 5-0

NEXT MEETING DATE

- Special Meetings February 20 through 22, 2004 (Retreat Olympia, WA)
- Regular meeting February 26, 2004

ADJOURNMENT

Richard Carlson - closed
Pam Louie - open
Lynn Ross - open
Don Richs. open
Floyd Rogers - closed

AGENDA ITEM**SUBJECT:**

Potential Street Closure:
Portion of South 212th Street between 7th
Place South and Des Moines Memorial Drive

ATTACHMENTS:

1. Draft Ordinance No. 04-022
2. Vicinity Map
3. Aerial Photo of Area
4. Proposed Turnaround at Street End
5. CH2M Hill Draft Field Inspection /
Preliminary Recommendations
Memorandum

AGENDA OF: February 12, 2004

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: February 9, 2004

CLEARANCES:☐ Finance☒ Public Works *W. Andrews*☒ Legal *R. Smith*

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]**Motion to reopen
pages 3-2**Peterson, Secord,
Benjamin
yes***Purpose and Recommendation:**

The purpose of this item is to discuss, and hold a public hearing to consider the potential closure of that portion of South 212th Street between 7th Place South and Des Moines Memorial Drive in the City of Des Moines.

Suggested Motions:

- 1) "I move to suspend Rule 26 (b) in order to enact Draft Ordinance No. 04-022 on its first reading," and
- 2) "I move to enact Draft Ordinance No. 04-022, closing that portion of South 212th Street between 7th Place South and Des Moines Memorial Drive."

Background:

This portion of South 212th Street was acquired from King County in 1993 as part of the North Hill 1 annexation. It has been suggested by at least one local resident that this roadway may have started life as an informal construction / access road some fifty years ago. This is plausible judging by its numerous geometric and safety deficiencies. Local residents know it as a "courtesy" road because it is only wide enough for one car to use at a time (The descending car backs up to allow passage for the ascending car.). It serves as a local access road that provides secondary access to approximately 33 homes on 7th Place South (between South 208th Street & South 212th Street). Traffic volume is assumed to be less than 400 vehicles per day. Accident history is consistent with similar roads in the North Hill area. This portion of South 212th Street was washed-out on January 10, 2004, as a result of a Highline Water District water main break. This right of way contains storm drainage, water, and sewer.

Discussion:

The January 10, 2004 water main break was significant enough to necessitate complete design and reconstruction of the road segment. City staff has spent many hours scrutinizing reconstruction options. The road section deficiencies are numerous: width, grade, skew, vertical curve geometry, clear sight distance, and stopping sight distance. If reconstructed in its current location, this road will not meet City Street Standards, nor will it meet American Association of State Highway and Transportation Officials (AASHTO) guidelines.

The straight-line grade between 7th Place South and Des Moines Memorial Drive is 23%. The actual slope of the road will be substantially steeper because the top and bottom of the road will be rounded out to connect to the cross streets. The City code for new streets allows a maximum grade of 14%. Fire trucks do not use this street because of its steepness.

The width of the road before the washout was approximately 13 feet. This is not wide enough for two cars. Typical lane widths are 10 to 12 feet. Widening the road would be extremely costly because the unimproved slope to the south is steep, and retaining walls would be necessary to support the road.

Other factors that have been taken into consideration include:

- This road section does not serve a role as a fire / life-safety response route.
- Public Works Maintenance has difficulty maintaining the street because of its severe slopes. The road requires closure during icy conditions. They get frequent requests for trimming brush due to sight distance limitations at Des Moines Memorial Drive.
- South 208th Street alone provides reasonable access for residents of 7th Place South.
- Many adjacent streets in the North Hill area are dead-ended in this manner.
- This street is not part of the garbage service route.
- The road will most likely be eliminated with the City's planned Des Moines Memorial Drive Project. The Des Moines Memorial Drive Project includes widening to accommodate three 12' lanes, two bike lanes and a sidewalk. This widening would significantly worsen the already substandard grade of South 212th Street, and permanent closure will be necessary at that time. The Des Moines Memorial Drive project is in the City's 6-year Transportation Improvement Plan.
- An outside consultant has recommended closure (a draft copy of their recommendations is attached).
- Staff has discussed the issues of reconstructing this road with the City's insurance provider, Washington Cities Insurance Authority (WCIA). WCIA staff recommends that if the road is reconstructed, it should not be reconstructed to its existing substandard conditions. WCIA suggests that the City previously only had "constructive" knowledge of the substandard condition of the road. This means that although the road conditions were evident, the city was not getting complaints and the safety hazards were not readily evident for the City to address. There is less liability risk when the City is "maintaining" a street that has always been substandard. However, because of the washout, the City now has "actual" knowledge of the substandard conditions. In reconstructing the road, staff is forced to acknowledge and consider its severe safety deficiencies. WCIA indicates that our liability risk is severely increased if the City elects to reconstruct the road in its substandard configuration with this "actual" knowledge of safety deficiencies. The City Attorney concurs with their opinion.

Phillips

negligent design

Engineering does not generally support road closures, and is sympathetic to the access related arguments that support reconstruction of this street; however, there are no reasonable cost options for reconstruction to current street standards due primarily to fixed topographic constraints. Legal liability issues would arise were we to reconstruct a road with no remedy for such an extensive list of acknowledged safety deficiencies. For all of the reasons listed, staff recommends closure of this problematic street section.

Staff briefed the Public Safety and Transportation Committee on this issue on February 5, 2004. The PS&T Committee asked that an ordinance for street closure be prepared for Council to discuss at their February 12, 2004 meeting. They further recommended a public hearing be held at that meeting.

The attached ordinance includes a section declaring an emergency. This will allow the ordinance, if passed, to take effect immediately, hence allowing staff to give the water district immediate direction on repair work. This declaration requires a minimum of five votes to pass.

Alternatives:

1. Council could choose to reconstruct this street section to current engineering design guidelines. This would require significant right of way acquisition and retaining wall construction to gain the space necessary to reduce the grade and increase the width of the road, as well as length to construct proper vertical and horizontal curves.
2. Council could choose to reconstruct this street section to its previous substandard condition. By doing this, the City would accept the increased liability risk as discussed above. The City would also have to reconsider the closure at the time the Des Moines Memorial Drive Project is designed.
3. Council could choose to reconstruct this street section, and have it function as a substandard one-way street. This would resolve the concerns of substandard width, and sight distance at the top of the hill. All of the other issues would remain, including substandard grade, skew, and vertical curves, as well as the maintenance and liability issues.
4. Council could choose to permanently close this street section.

Financial Impact:

Currently, Highline Water District has taken responsibility for the washed out road and is prepared to reconstruct it. It is reasonable to expect that Highline would be required to follow certain construction standards and practices to reconstruct the street to its pre-existing condition. Additional engineering estimates are necessary to determine the relative costs of reconstruction, compared with permanent closure, of the street. The allocation of financial responsibility for any additional work necessary to construct the road in a different configuration or to different standards, or to close the street, would have to be negotiated with Highline.

By closing this portion of South 212th Street, the City will save ongoing costs associated with vegetation control and difficult maintenance, as well as any costs associated with potential

future liability lawsuits. Closure also eliminates future costs associated with permanently closing the street for the Des Moines Memorial Drive Project.

Recommendation/Conclusion:

Staff recommends that City Council close this portion of South 212th Street (between 7th Place South and Des Moines Memorial Drive).

Concurrence:

Public Works Maintenance, Police, WCIA, and Legal concur with Engineering's recommendation to permanently close this street.

CITY ATTORNEY'S FIRST DRAFT 02/05/04

DRAFT ORDINANCE NO. 04-022

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON closing vehicular traffic access to South 212th Street between Des Moines Memorial Drive and 7th Place South in the City of Des Moines, and declaring an emergency.

WHEREAS, South 212th Street between Des Moines Memorial Drive and 7th Place South is a local access road that was annexed into the City of Des Moines in 1993, and

WHEREAS, South 212th Street between Des Moines Memorial Drive and 7th Place South as constructed when annexed into the City of Des Moines did not comply with American Association of State Highway and Transportation Officials (AASHTO) highway guidelines or City of Des Moines street standards in many respects, and

WHEREAS, the construction deficiencies of South 212th Street between Des Moines Memorial Drive and 7th Place South present numerous traffic hazards to the traveling public, and

WHEREAS, the City's long-term 6-Year Transportation Improvement Program 2004-2009 anticipates probable future closure of South 212th Street between Des Moines Memorial Drive and 7th Place South to accommodate planned widening of Des Moines Memorial Drive, and

WHEREAS, South 212th Street between Des Moines Memorial Drive and 7th Place South was washed out in a Highline Water District water main break on January 10, 2004, and

WHEREAS, Highline Water District has acknowledged its responsibility to provide funds to reconstruct South 212th Street between Des Moines Memorial Drive and 7th Place South in the manner required by the City, and

WHEREAS, after engineering review, and after consultation with a geotechnical expert, with the City's liability insurer, and with the Des Moines Police Department, the City of Des Moines Public Works Department recommended closure of South 212th Street between Des Moines Memorial Drive and 7th Place South and construction of dead-end turnarounds, and

WHEREAS, the City Council considered closure of South 212th between Des Moines Memorial Drive and 7th Place South in public hearing on February 12, 2004, after public notice provided by official posting, newspaper publication, notice to utilities, notice to fire and police departments, and hand-delivered notice to surrounding property owners, and

WHEREAS, the City Council of the City of Des Moines has exclusive control of its streets pursuant to state statute, RCW 35A.47.020-.030 and RCW 35A.11.020, and

WHEREAS, the City Council finds that closure of South 212th Street between Des Moines Memorial Drive and 7th Place South is necessary to reduce traffic hazards, and to protect the City from liability for deficient street design, and

WHEREAS, the City Council finds that closure of South 212th Street between Des Moines Memorial Drive and 7th Place South does not unreasonably affect access to adjacent property, and

WHEREAS, the City Council finds that passage of this ordinance constitutes an emergency affecting protection of public safety and public property because of the washed-out state of the road and because of the need to complete work consistent with the Highline Water District construction schedule; now therefore

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

Sec. 1. Findings. The findings and conclusions set forth in the above recitals are adopted in full by the City Council in support of its decision to close South 212th Street between Des Moines Memorial Drive and 7th Place South to vehicular traffic access.

Sec. 2. Street closed. South 212th Street between Des Moines Memorial Drive and 7th Place South in the City of Des Moines is hereby closed to vehicular traffic access.

Ordinance No. _____

Page 3 of _____

Sec. 3. Severability - Construction.

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

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

Sec. 4. Emergency declared. This ordinance is necessary for protection of public safety and public property. An emergency is declared requiring the immediate response of the City through adoption of this public emergency ordinance.

Sec. 5. Effective date of public emergency ordinance. This ordinance shall take effect and be in full force immediately upon adoption as a public emergency ordinance by a majority plus one of the whole membership of the Des Moines City Council.

PASSED BY a majority plus one of the whole membership of the City Council of the City of Des Moines this _____ day of _____, 2004 and signed in authentication thereof this _____ day of _____, 2004.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____

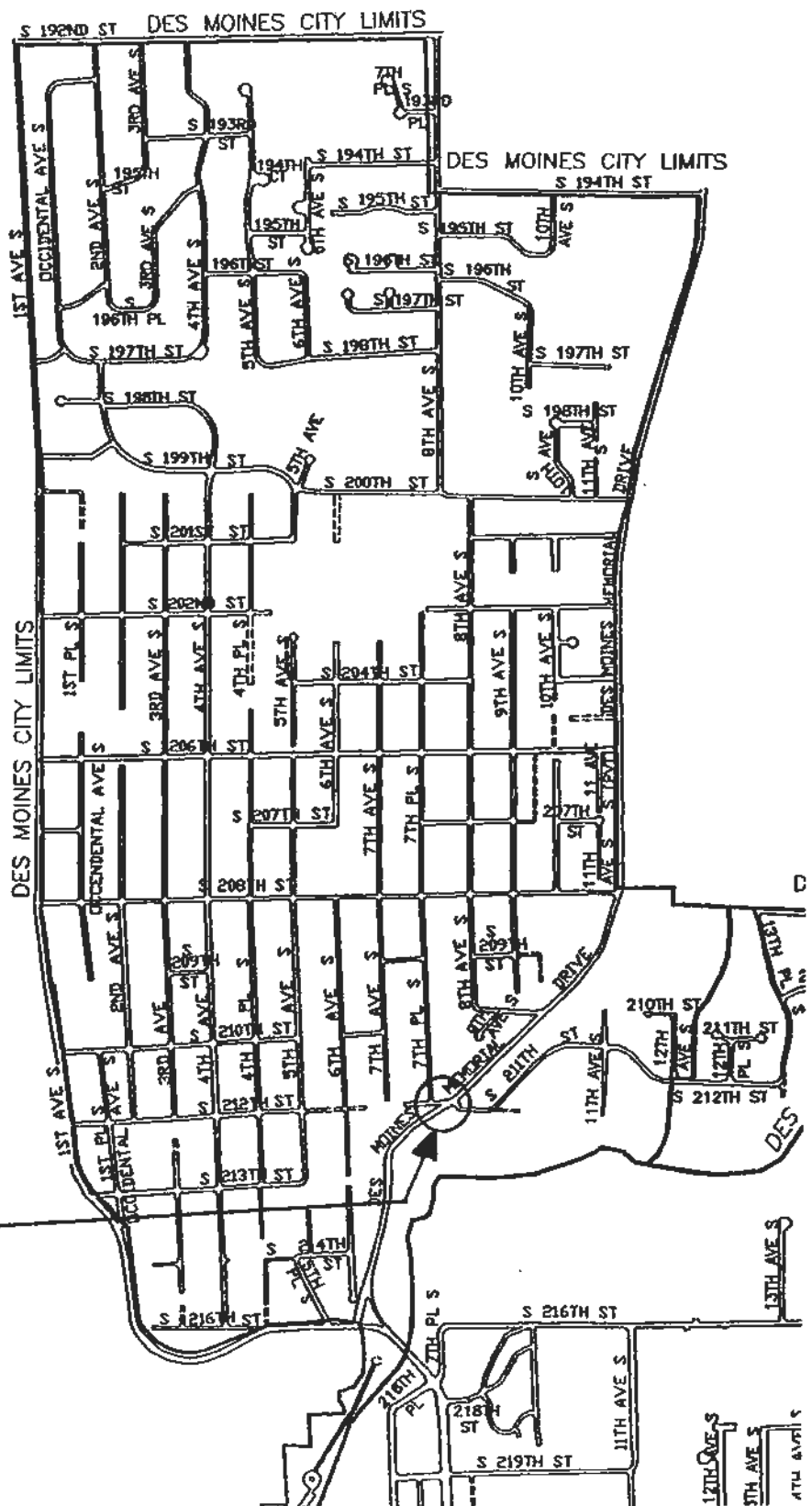
VICINITY MAP



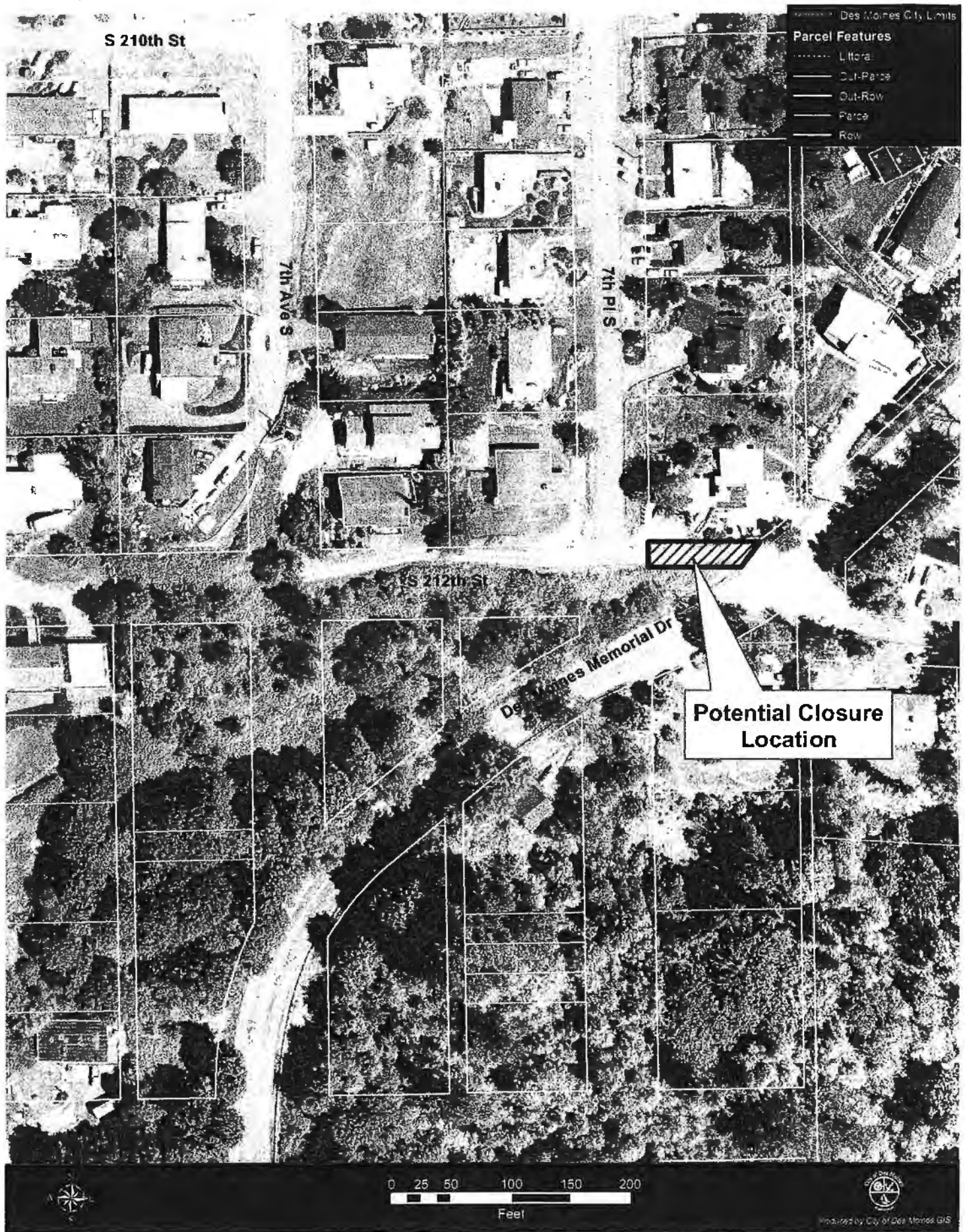
NO SCALE



POTENTIAL CLOSURE
LOCATION



ATTACHMENT 2





ATTACHMENT 4

DRAFT

MEMORANDUM

CH2MHILL

Field Inspection/Preliminary Recommendations for South 212th Street Washout

TO: Maiya Andrews/ City of Des Moines
COPIES: Roger Mason/CH2M HILL
FROM: Joel Theodore/CH2M HILL
Ken Green/CH2M HILL
DATE: February 5, 2004

At the request of the City of Des Moines, CH2M HILL inspected the slope failure site at South 212th Street and Des Moines Memorial Drive on Tuesday, February 3, 2004.

The purpose of the visit was to:

- Examine the existing field conditions
- Gain a better understanding of the conditions prior to and after the failure
- Assess the site and feasibility issues associated with repair of the damage areas

CH2M Hill representatives on site were Eric Haupt and Joel Theodore, and were accompanied by Maiya Andrews and Wayne Matthews of the City of Des Moines,

Site Conditions and Background

The site is characterized by a steep vegetated sidehill extending above Des Moines Memorial Drive, with houses, yards, driveways, and a very steep and narrow local access road that had been constructed on the steep hillside many years ago. The steep access road (South 212th Street) was washed out when an existing water main (that was buried in the road) burst in early January 2004.

Wayne Matthews provided a brief history of the site. He indicated that during the summer of 2003 a citizen in the area notified the City of water seeping onto this roadway. A City employee observed the seepage at that time and described the flow rate as about equivalent to that of a garden hose (approx, 5 gpm) coming from an area at the downhill end of the rockery wall, and near the base of the wall. The water seemed to originate either from the ground just below the rockery's downhill end or from the adjacent residence's property.

The City notified Highline Water District (District) of a potential water line leak in their 6 inch distribution line buried under the access road. The District tested the seepage for chlorine content and based on the lack of any chlorine concluded the water was not coming from a leak in their system. Water continued to seep onto the roadway during the fall and winter of 2003 then, on January 10th 2004, at about 6 PM, the City was called to the after the water main had burst. The water main breakage caused a severe wash-out of the steep local access road and affected the adjacent properties to a minor extent. Water from the pipeline eroded a large hole at the break and rapidly eroded the access road and subsoil. The District was called and shortly thereafter, they arrived to turn off the water main. Several

ATTACHMENT 5

days later, the District crews began cleaning up the site and reconstructed the water main in about the same location and configuration as the old pipeline. At about the same time, the City replaced a storm drain line at the top of the local access road that had been washed out. The water line was replaced with a new 6-inch diameter ductile iron pipe.

After replacement of the water main, the damaged area was covered with plastic sheeting to shed surface water/rainfall off the site. We pulled back the plastic sheeting enough to examine the subsoil conditions. Several feet of soil had been washed away in the vicinity of the break and it was noted that a rockery wall for adjacent residence had partially failed. Several rocks from the wall had fallen away and were missing. The wall appeared to be substandard in design. The rocks were generally smaller than typical required for a wall of this size (6 to 8 ft high) and there did not appear to be much, if any, drainage material behind the wall. In addition, an open end of a 4 inch corrugated plastic drain line was located on the downhill end of the wall at about the wall's mid-height. The drain line originated from the adjacent private residence.

Much of the physical evidence of the pre-existing conditions had been washed away by the water from the broken water main and by clean-up repair activities associated with replacement of the water main. No seepage water was observed during our site visit and Wayne indicated that since the water main had been repaired, the seepage had apparently stopped. There had apparently been no history of slope movement or other signs of hillside instability.

From our field investigation, and understanding of the history of the site, it appears that a leak from the water main may have resulted in erosion, eventually leading to complete failure of the water line and extensive erosion of the slope. It is not known to what extent water draining from the adjacent property may have contributed to the failure, but water seepage observed during 2003 coincides with the approximate location of observed drain lines emanating from the adjacent property owners yard. There was no evidence that slope instability might have been a causative factor in the failure.

Restoration of the Site

We were asked to provide a preliminary evaluation of the issues and requirements for constructing the site in a manner that provides a stable condition and restores the access road and hillside. The following are issues and activities that should be considered for restoring the site.

Surveying

Site survey will be required to provide topography and property line/right-of-way boundaries. It is unclear whether the existing fences and retaining wall are located on private property or City of Des Moines right-of-way.

Geotechnical

Limited geotechnical investigation should be conducted to determine the strength and characteristics of the existing subgrade soils. Based on our preliminary review of conditions, we believe that the existing subgrade soils are adequate to reconstruct the road grade and support the retaining wall, however, the design for reconstruction needs to address proper drainage, construction techniques and construction monitoring to assure long term stability.

The replacement material should consist of high strength granular soils, densely compacted. The existing subgrade soil should be excavated and replaced if it does not meet these requirements. The replacement soils should be benched in the dense native foundation (subgrade soils) to form a firm base for all new construction. Any fill should be placed in horizontal lifts of controlled thickness, and densely compacted. Subsurface drainage in the fill should be provided to assure that seepage does not result in future instability of the steep slopes.

Retaining Wall

The existing retaining wall is unstable and needs to be removed and reconstructed. It appears that the rockery and drainage associated with the existing wall is substandard and should be improved. An engineered design should be provided and the wall should be replaced with a reinforced soil wall (MSE wall), soldier pile wall, or other engineered wall having suitable stability to retain the slope and applied loads at the top of the wall. This work would require the complete removal of the existing wall and adjacent backfill. It would also require removing of all or a portion of the private paved driveway adjacent to the top of the wall. The reconstruction should include subdrains and provision for control of groundwater/seepage, and verification of adequate foundation soils.

Fences

Some of the existing fences may need to be removed while performing the work, and then replaced after completion.

Water Main and other Utilities

It may be necessary to reconstruct the existing water main and any other utilities discovered depending upon the foundation conditions encountered.

Roadway

The existing grade (approx 24%) is too steep and too narrow (approx 12 ft) to meet City design standards for a public street of any classification.

Existing conditions include marginal or inadequate entering and stopping site distances, poor visibility due to skewed intersection angle with Des Moines Memorial Drive, inadequate vertical curve transition lengths, and inadequate width for two-way traffic. Attempts to remedy any of these deficiencies would require even steeper roadway grades and more extensive construction.

Further evaluation is quite likely to confirm that existing site constraints make it physically impossible to create a solution with an acceptable level of safety for a public street. Therefore, reconstructing the road would not be advisable.

If the road was closed, a vehicle turn-around at the top of the road should be considered. Widening requirements for such a turn-around would likely require a small retaining wall structure at the top of the existing access road.

Linda Marousek

From: Denis Staab
Sent: Tuesday, February 10, 2004 7:41 AM
To: Scott Thomasson - Home (E-mail)
Cc: Tim Heydon; Corbitt Loch; Linda Marousek; Tony Piasecki
Subject: FW: S 212 Street Closure

-----Original Message-----

From: george petoff [mailto:b29george@comcast.net]
Sent: Monday, February 09, 2004 3:20 PM
To: sthomasson@cityofdesmoines.com
Subject: S 212 Street Closure

February 9,2004

Dear Mr. Thomasson,

Don't close our street.

Marjorie and I have lived in our home on North Hill over 40 years and many other residents longer. We oppose the proposed street closure as it would not only be a major inconvenience but would add considerably to emergency response times. (this was a major selling point 11 years ago when the City of DesMoines annexed our neighborhood). I have timed the additional .4 mile driving distance (your city engineer's number). I measured it at .8 mile in each of my cars and it takes 2.5 minutes plus having to negotiate the ridiculous traffic circle at the intersection of 7th Place south and South 208th Street. It is this kind of misrepresentation and others by the City Engineer that in my opinion casts doubt on the rest of his findings.

At the DesMoines city council Transportation and Safety Committee meeting on February 5th your City Engineer, Mr. Mike Holmes, proposed four possible resolutions for this problem which was caused by a Highline Water District water line failure. One of these options is to deadend 7th Place South at South212th Street, which would require reasonable room for a turnaround, and this would undoubtedly encroach on my property (which I am unwilling to relinquish). By far the appropriate choice is to restore the street to its pre January 10th condition for these reasons:

1. The Water District would bear all the costs of restoration. Thus city budgets would be unaffected. We're talking MY tax money here.
2. Mr. Holmes also stated that there were no significant accident reports resulting from problems at the intersection of South 212th Street and DesMoines Memorial Drive. This is true. The only injury accident that I remember at that intersection was a bicyclist who misjudged his speed and had to use the ditch on the North side of DesMoines Memorial Drive to stop from entering that road at an uncontrollable speed, so there is essentially NO history of that location being a safety issue. Residents of 7th Place South for over 45 years, and other users, have used common sense and common courtesy in yielding to oncoming traffic on this short stretch of South 212th Street. Mr. Holmes attributed this lack of problems to luck.
3. Large trucks that must come to the South end of 7th Place South, namely garbage trucks, have no way of turning around and must negotiate the trip North on 7th Place South in reverse - an obvious safety problem.
4. Restoration of the street to its pre- January 10th condition would not subject the City of DesMoines to any legal position that did not exist prior to January 10th.

5. A significant number of 7th Place South and other North Hill residents oppose any closure of this road as was evident at last Thursday night's Transportation and Safety committee meeting. Mr. Holmes must have just canvassed those few that favor closure to arrive at his percentages.

6. This is the most **important consideration** . Increased emergency response times are **absolutely unacceptable**. It is indisputable that a faster response time can mean the difference between minor property damage and total destruction. With many of our current residents in their 60s , 70s, and 80s, a faster response time in a medical emergency could be the difference between **life and death**. **Police and fire department vehicles use this road regularly. In emergencies, I doubt seriously that they have stopped to ponder its compliance with construction codes . Yes we are lucky - lucky that no major emergency has happened since January 10th. Further delay in restoration will only prolong our reliance on this luck.**

Please don't close our street. It's broken - FIX IT!!

Because I have had some difficulty with sending email, could you please acknowledge receipt of this letter.
Thank You.

Sincerely yours,
George L. Petoff
21035 7th Place South
DesMoines,WA 98198-3236
(206) 824-3468
email b29george@comcast.net

Linda Marousek

From: Denis Staab
Sent: Tuesday, February 10, 2004 7:44 AM
To: Tim Heydon; Corbitt Loch; Linda Marousek; Tony Piasecki
Subject: FW: S. 212th Street



212th Street
Power Point.doc

-----Original Message-----

From: Lynne Voss [mailto:LYNNVO@noa.nintendo.com]
Sent: Monday, February 09, 2004 3:00 PM
To: bsheckler@cityofdesmoines.com; dsherman@cityofdesmoines.com;
gpetersen@cityofdesmoines.com; rbenjamin@cityofdesmoines.com;
sthomasson@cityofdesmoines.com; swhite@cityofdesmoines.com;
msteenrod@pmiloans.com
Cc: tpiasecki@cityofdesmoines.com; b29george@comcast.net;
p.joneli@comcast.net
Subject: S. 212th Street

Rumor has it that the City Council has already made up their minds about the S. 212th Street issue and I would ask that you be open minded this Thursday evening when many of us present our comments. We have had two neighborhood meetings to discuss our concerns because access to Des Moines via S. 212th Street is so very critical.

The attached is a copy of last Thursday's Power Point Presentation given by the City Engineer at a meeting held before your "Study Session". His comments are in black, and my comments are in red. Based on the discussions at our neighborhood meetings, I feel the comments in red represent the 20+ households that signed the petition to keep the street open.

Please read through all of our collective responses to each of his bullet points as you were not given a clear, efficient nor honest picture of the S. 212th Street issue.

Thank you for your time.

Background

- This portion of S 212th Street directly serves the southernmost end of 7th Place South from Des Moines Memorial Drive (approximately 33 homes on 7th Place South from 208th-S. 212th total)

This portion of S. 212th serves all households on 7th Place South, not just residents on the south end. It also serves homes on 209th and 7th Avenue South.

- S 212th Street is a local access road that has become known as a “courtesy road” for local access and invariably sees some cut-through traffic as well.

Correct

- Exact volume is unknown, but traffic is estimated at <400 vpd

More like 100-150 vehicles per day at the very most.

- Accidents: Accident History is not inconsistent with other similar roads in the area

Which later in this presentation proved to show that there were very few accidents on or as a result of S. 212th

- History of the road is unclear, but it was acquired in the North Hill 1 annexation in 1993.

Why not ask the residents who have lived there 40+ years instead of guessing? To assume and make a public statement that it *may* have been a construction road at some time was not factual and manipulative.

- S. 212th had been noted as an unusual road with sight distance complaints

We are not denying S. 212th to be an unusual road. Des Moines is full of “unusual roads”. Sight distance was not an issue until the resident at the corner of S. 212th and Des Moines Memorial Drive put up a fence on the easement on Des Moines Memorial Drive. And the exaggerated description of having to look left, than right, than left, than right more times than normal before entering the intersection was a ridiculous statement. We all learned in driving school that you must look both ways, sometimes several times, before proceeding ahead.

Something else to consider is that the sight distance on many other streets exiting the North Hill, such as 208th, is far less than what we have on S. 212th.

Options

- Reconstruct to engineering design guidelines

Absolutely! Highline Water District will accrue most of not all costs. They can build office buildings on the side of cliffs; they can rebuild a 100' road up to acceptable standards.

- Re-open road in its previous condition

1st Choice for residents on 7th Place, South. We want the road reestablished to the way it was which would not cost City of Des Moines anything. When the City of Des Moines annexed the North Hill, they assumed all of King County's responsibilities to re-establish S. 212th the way it was.

Question: Why were they explaining the difference between liabilities in a) not knowing that an unsafe condition exists and b) the liabilities the city would incur if an incident happened that proved they knew the road to be unsafe but didn't do anything about it. Public Works contradicted themselves by saying that they had had complaints about S. 212th before it washed out and they never did anything about it. So why is the liability an issue now if they had know all along that the road had issues.

- Re-open as a one-way road

2nd choice for residents on 7th Place, South. Most residents agreed to a one-way going down which would eliminate most of the cut-through traffic. However, why not consider a one-way going up? If Des Moines Memorial Dr. will be redone with sidewalks and a turn lane, then by turning S. 212th into a one-way going up you not only eliminate the safety issue with the turn lane, but you also eliminate the safety concern about site distance since you can clearly see all oncoming cars. The only issue then is that you are funneling traffic down off of the hill thru 208th which is a far more dangerous road.

- Road Closure, with turn around provisions

Not an option. You cannot create a legal turn-around or dead end without taking away property from both home-owners at the bottom of 7th Place South.

New option: Since Des Moines owns the land on the south side of S. 212th, why not continue 7th Place South straight down to Des Moines Memorial Drive.

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New option: Make the bottom of S. 212th a right turn only.

Arguments for Reconstruction

- The road provides additional access options for local residents and the North Hill area

Several home-owners built their homes on 7th Place South just because of the easy access to Des Moines via S. 212th. In addition, it creates a much safer route for foot or bike travel than dodging cars on Des Moines Memorial Dr.

- It has been expressed that it may be easier to use S 212th Street when traffic backs up at the intersection of 1st Avenue South and Des Moines Memorial Drive

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- It has been expressed that it easier to travel down this route on snowy days?

You cannot get up 7th Place South due to the % grade during inclement weather. S. 212th is sometimes the only way to get down off of the hill.

- Accident History is not substantial – why not keep it?

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- Grade: 23%

The exact grade is 22 ¼% at the top of S. 212th and 15 ½% at the bottom. And while we're on the subject of street deficiencies, let's discuss the grade on neighboring streets that would assume the traffic normally headed down S. 212th.

7th Place, South – Top 10%, Middle 15.5%, Bottom 22.5%

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8th Street, S. – Top 21%, Middle above 210th at 33%, Middle below 210th at 20% and Bottom at 13.25%

Note: S. 208th Street has a more dangerous grade level with absolutely no sight distance. And this is the alternative route that Public Works wants us to take because S. 212th is unsafe?

- Width: 13ft

As a courtesy road, this width is fine. As a one-way road, it could be built narrower, but what about accommodating emergency equipment?

- Centerline Skew: approximately 40 deg.

- Vertical Curves: Insufficient length and sight distance

None of the petition signers have had any trouble seeing oncoming traffic from either direction in sufficient time to enter intersection.

- Sight Triangles: Insufficient for uncontrolled intersection

Incorrect – especially if you have the resident at the corner of Des Moines Memorial Drive and S. 212th remove the fence he installed without a permit on the road easement.

- Stopping Sight Distance: Insufficient

You cannot go fast enough down S. 212th to go into an uncontrolled skid as was suggested by Public Works.

- Adjacent Hidden Driveway (<30 ft.)

That is the city's issue for allowing the drive to be put there. S. 212th was already established when the driveway was installed. And, by the way, there are two hidden driveways – one belongs to the Fire Chief.

- The Road is substandard in virtually every respect using the most liberal national standards, and our own adopted city street standards.

Then Public Works better adopt new city street standards, because we intend to notify the City of Des Moines of all substandard roads so that it is on file should an incident occur. Why wait until another road washes out to update your records?

- Accident History is surprisingly low considering the overwhelming number of deficiencies however this is probably due to relatively low volume, unreported accidents and some "luck" to this point

"Luck"????? Lets review.

1. Earlier this report cited between 200-400 vpd. Now it's relatively "low" volume?
2. Unreported accidents? I thought all accidents had to be reported.
3. We find it insulting to term our driving skills as "luck". I personally consider myself an excellent driver with a perfect driving record. And while I hope to have a few angels riding on my fenders, I do not attribute the fact that I *haven't* been in an accident on S. 212th to "luck".

Legal Issues

- Reconstruction vs. Maintenance/Repair/Improvement

Doesn't reconstruct mean the same thing as repair and "improve"?

- Currently there are roads which are substandard however the law provides some protection for "inherited" substandard engineering.

But the city still recognizes that they have many unsafe roads with similar substandard engineering. And any person with a good attorney can take legal action with the city regardless if the engineering is inherited or not.

- This road would not be allowed to be constructed in this manner were it a new project

At the rate that permits are issued in this state, that is a general assumption. We've seen houses built on top of houses with driveways that make S. 212th look like the road to paradise.

- WCIA has strongly advised against a complete reconstruction of a roadway that does not meet city standards.

Then work with The Highline Water District to discuss all the options, choose the one that would best satisfy all involved and bring it up to city standards.

- Bottom Line: Should the city assume liability for completely reconstructing a road contrary to accepted engineering principles?

If you are "completely reconstructing" a road, aren't you bringing it up to accepted engineering principles? Then liability should not be an issue. And remember that Highline Water District is rebuilding this road so they assume the liability.

Other Considerations

- 208th provides reasonable access for 7th Place South - 2150 feet from furthest point (.4 mi.)

For residents who live at the bottom of 7th Place, South this actually works out to .8 mi. And this road is far more dangerous as far as the speed of oncoming cars, % of the grade, stopping capability and site distance which there is none.

- Many similar dead end roads in the North Hill area

Ten wrongs don't make it right. Simply not relevant to this issue.

- There is reasonable public support from surrounding neighbors for closure

This was your second mistake. All council members have a copy of a petition that was carried to every home owner on 7th Place South and S. 212th. The majority of public support was in favor of keeping S. 212th open. This was an unfair and untrue statement.

Other Departments

- Police Department recommends closure

It depends on who you speak with. Although all wish to remain anonymous, it was clear that patrol cars use S. 212th for their regular runs through the North Hill.

- Fire Department has not cited any life-safety concerns for closing the road. It is currently not a response route.

This was also a misleading statement. The Fire Department is very much in favor of keeping S. 212th open and rescue vehicles have frequently used S. 212th as a fast access to the hill.

- Public Works Maintenance recommends closure

The residents of 7th Place South disagree based on the arguments listed above. Based upon the nearly two months it took to respond to this water main break, the tens of thousands of gallons of water lost as a result, the road washing out as a result (is there a correlation here?) the infamous survey of the majority of residents that never happened and the misleading statements at the presentation on 2/5, we do not trust that Public Works has efficiently nor sufficiently proven just cause to shut down S. 212th Street.

Engineering Recommendation

- Road Closure, with turn around provisions

The residents of 7th Place South disagree based on the arguments listed above. No legal dead end or turn around can be created without taking land from existing homeowners, nor can any large truck such as a fire truck, garbage truck, moving truck, etc. make such a turn in that space, on that grade.

Linda Marousek

From: Denis Staab
Sent: Monday, February 09, 2004 2:20 PM
To: Tim Heydon; Corbitt Loch; Linda Marousek; Tony Piasecki
Subject: FW: Closure of 212th Street at 7th Place South

-----Original Message-----

From: Brown, Michael H [mailto:michael.h.brown@boeing.com]
Sent: Monday, February 09, 2004 2:16 PM
To: gpetersen@cityofdesmoines.com
Subject: Closure of 212th Street at 7th Place South

> Dear Mr. Petersen,

>

> My wife and I live at 21000 7th Place South (24 year residents) which is 4 houses up from 212th Street. My wife and I firmly believe that 212th Street between Des Moines Memorial Way and 7th Place South should be permanently closed.

>

> This street presents the residents with these problems:

>

1. Close 212th street because the street is unsafe. It is a narrow one-way street that is unmarked and two way. Supposedly, a one car at time "courtesy" street with preference give to cars entering from Des Moines Memorial Way. The problem is when two cars meet each other traveling in the opposite direction, many drivers are unaware of this courtesy or do not have the skill to back up-hill. This causes a serious safety problem and leads to confrontations between drivers.

2. The closure of 212th street would make 7th Place South and adjoining streets safer and more secure. It would eliminate commuters from a neighborhood street, making all residents more secure; children, the elderly and our pets. Closure would reduce the incidence of crime, such as speeding, vandalism, robbery and car theft. In 1997, our car, parked on 7th Place South, was broken into and damaged.

3. The closure of 212th street would eliminate the legal liability resulting from the City knowingly restoring a substandard road. A person could blame the city for the substandard road being the cause of his accident, instead of his own poor driving. This is an issue for all the residents of Des Moines. It is not fair that all the residents through their tax dollars should pay for the rebuilding of 212th and, then pay for resulting legal fees and settlement costs for the convenience of a few. These few people, most of whom do not live in the affected area between 212th and 209th.

4. My last point, the closure of 212th street. Would not change the fact that multiple access to Des Moines Memorial Way by residents still exists. Safer, abundant two way street options with better visibility still exist; such as 200th with its traffic light, 208th and 210th.

In summary, we ask you as a member of the City Council to permanently close 212th street, choose the safety of all the residents over convenience of the few, consider the opinions of the residents primarily affected, those who live between 212th and 209th, consider the recommendation of the City Engineers and the opinion of the City Attorney and permanently close 212th street.

Also, I wish to thank Mike Holmes and other staff members for polling the 7th Place South (between 212th and 209th street) residents who are directly affected by a 212th closure. I understand other more distant residents, who were not included in the City Engineer's poll, may have opinion, but they are not as directly affected and their opinion should be considered accordingly.

> Thank you for your time and consideration in this matter.

>

> Michael H. Brown

>

>

Background

- This portion of S 212th Street directly serves the southernmost end of 7th Place South from Des Moines Memorial Drive (approximately 33 homes on 7th Place South from 208th-S. 212th total)

This portion of S. 212th serves all households on 7th Place South, not just residents on the south end. It also serves homes on 209th and 7th Avenue South.

- S 212th Street is a local access road that has become known as a "courtesy road" for local access and invariably sees some cut-through traffic as well.

Correct

- Exact volume is unknown, but traffic is estimated at <400 vpd

More like 100-150 vehicles per day at the very most.

- Accidents: Accident History is not inconsistent with other similar roads in the area

Which later in this presentation proved to show that there were very few accidents on or as a result of S. 212th

- History of the road is unclear, but it was acquired in the North Hill 1 annexation in 1993.

Why not ask the residents who have lived there 40+ years instead of guessing? To assume and make a public statement that it *may* have been a construction road at some time was not factual and manipulative.

- S. 212th had been noted as an unusual road with sight distance complaints

We are not denying S. 212th to be an unusual road. Des Moines is full of "unusual roads". Sight distance was not an issue until the resident at the corner of S. 212th and Des Moines Memorial Drive put up a fence on the easement on Des Moines Memorial Drive. And the exaggerated description of having to look left, than right, than left, than right more times than normal before entering the intersection was a ridiculous statement. We all learned in driving school that you must look both ways, sometimes several times, before proceeding ahead.

Something else to consider is that the sight distance on many other streets exiting the North Hill, such as 208th, is far less than what we have on S. 212th.

Options

- Reconstruct to engineering design guidelines

Absolutely! Highline Water District will accrue most of not all costs. They can build office buildings on the side of cliffs; they can rebuild a 100' road up to acceptable standards.

- Re-open road in its previous condition

1st Choice for residents on 7th Place, South. We want the road reestablished to the way it was which would not cost City of Des Moines anything. When the City of Des Moines annexed the North Hill, they assumed all of King County's responsibilities to re-establish S. 212th the way it was.

Question: Why were they explaining the difference between liabilities in a) not knowing that an unsafe condition exists and b) the liabilities the city would incur if an incident happened that proved they knew the road to be unsafe but didn't do anything about it. Public Works contradicted themselves by saying that they had had complaints about S. 212th before it washed out and they never did anything about it. So why is the liability an issue now if they had know all along that the road had issues.

- Re-open as a one-way road

2nd choice for residents on 7th Place, South. Most residents agreed to a one-way going down which would eliminate most of the cut-through traffic. However, why not consider a one-way going up? If Des Moines Memorial Dr. will be redone with sidewalks and a turn lane, then by turning S. 212th into a one-way going up you not only eliminate the safety issue with the turn lane, but you also eliminate the safety concern about site distance since you can clearly see all oncoming cars. The only issue then is that you are funneling traffic down off of the hill thru 208th which is a far more dangerous road.

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Not an option. You cannot create a legal turn-around or dead end without taking away property from both home-owners at the bottom of 7th Place South.

- **New option: Since Des Moines owns the land on the south side of S. 212th, why not continue 7th Place South straight down to Des Moines Memorial Drive.**
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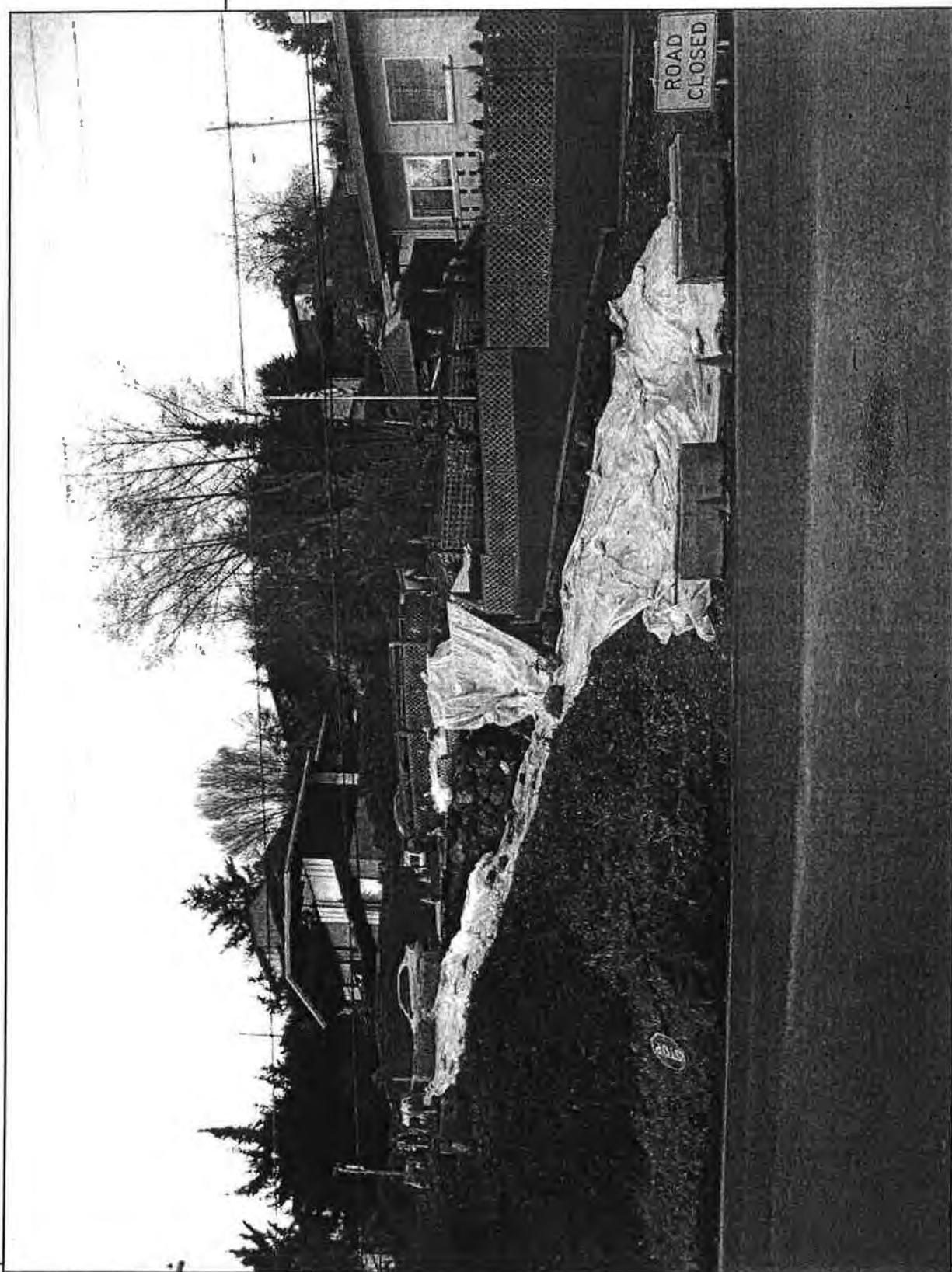
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- History of the road is unclear, but it was acquired in the North Hill 1 annexation in 1993.
- 212th has been noted as an unusual road with sight distance complaints.

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- Reconstruct to engineering design guidelines
- Re-open road in its previous condition
- Re-open as a one-way road
- Road Closure, with turn around provisions

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- It has been expressed that it may be easier to use South 212th Street when traffic backs up at the intersection of 1st Avenue South and Des Moines Memorial Drive.
- It has been expressed that it easier to travel down this route on snowy days?
- Accident History is not substantial – why not keep it?



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- Width: 13ft
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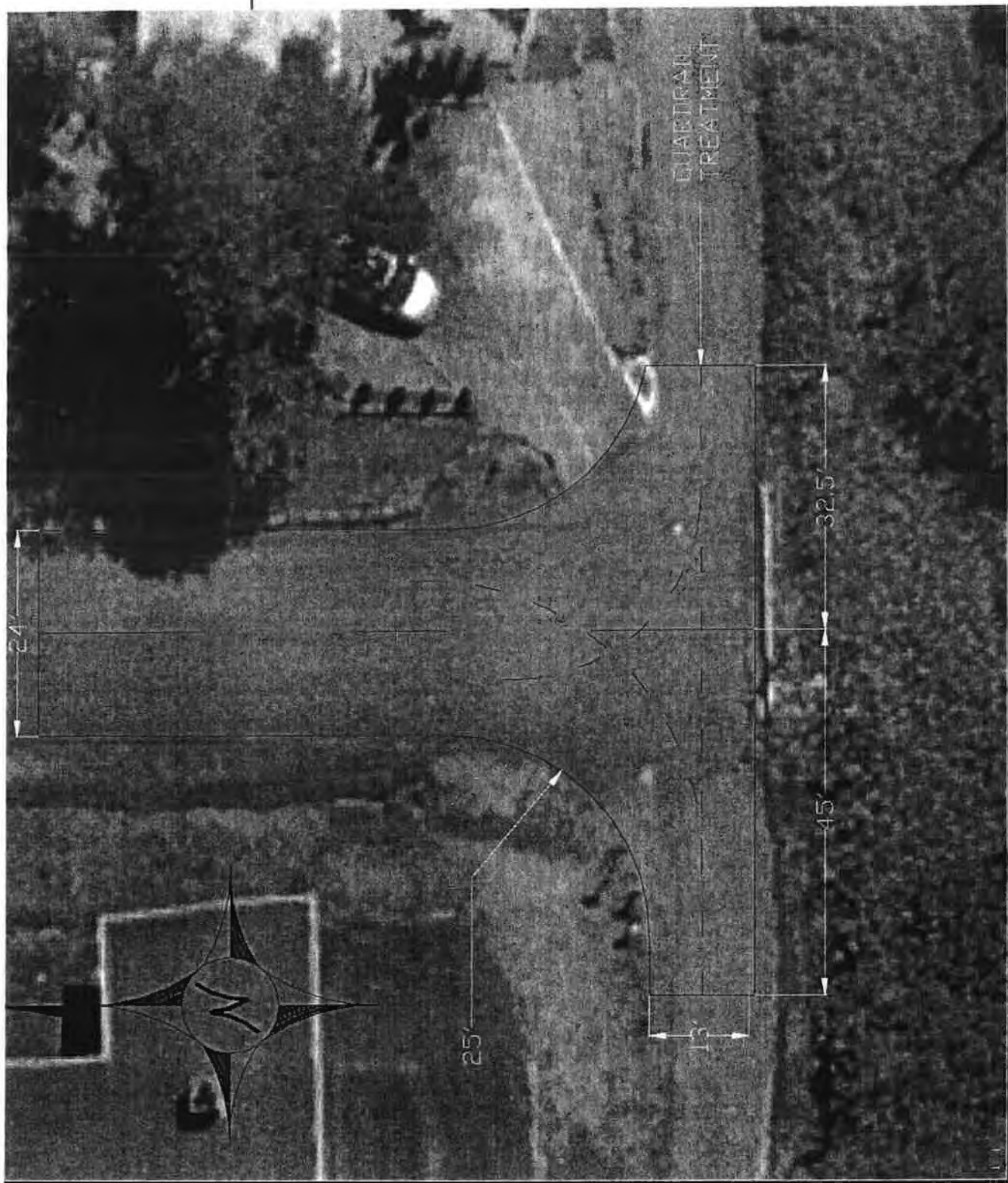
- 208th provides reasonable access for 7th Place South - 2150 feet from furthest point (.4 miles)
- Many similar dead end roads in the North Hill area
- There is reasonable public support from surrounding neighbors for closure
- If reconstructed, 212th's lifespan will be limited by the DMMD Project
- The garbage service does not use 212th on its route

Other Departments

- Police Department recommends closure.
- Fire Department has not cited any life-safety concerns for closing the road. It is currently not a primary response route. It is not used by fire trucks.
- Public Works Maintenance recommends closure.

Engineering Recommendation

Road Closure, with turn around provisions





KING COUNTY FIRE PROTECTION DISTRICT 26

2238 South 223rd Street
Des Moines, WA 98198-7935

February 12, 2004

The Honorable City Council
City of Des Moines
21630 11th AVE SOUTH
Des Moines WA 98198

RE: Road Closure: South 212th Street at Des Moines Memorial Drive

Honorable Council Members:

On Saturday January 10th a water main broke causing a road washout at South 212th Street and Des Moines Memorial Drive. This has prompted a review of the street and poses the question of whether or not to rebuild the road.

The Fire District's opinion is to rebuild the road. The City's Engineering Department has proposed an alternative of dead ending 7th PL South at South 212th Street, we oppose this plan.

The relevant issues are:

GRADE

The grade of the street is over 20%. It is a steep street, but many other roads in the City are over 20%. That is just a fact that we deal with all over the region.

WIDTH

The road is narrow, but it is only one hundred feet long and carries a low traffic volume. There is no significant accident history to suggest that injuries or damage are higher than other residential streets.

SIGHT DISTANCE

Sight distance at Des Moines Memorial Drive could be improved but it would only require minimal changes. The removal of one tree and altering a fence on the northwest corner of the intersection would make major improvements.

ACCESS

The road is not a primary response route for our Fire Engines, but it is used regularly by Aid Cars, Medic One, and Ambulances. Responses to calls for emergency medical aid account for about 70% of all our incidents, so it is fair to say use of the road is likely.

ALTERNATIVE

Engineering is proposing an alternative of dead ending 7th Pl South at South 212th Street. We oppose this alternative. There is not adequate room to build a proper turn around, engineering simply wants to exchange one non complying situation for an other. This would reduce access to the neighborhood and create a new hazard of a substandard turn around at the lower end of a long (900 feet +/-) dead end street. Again, the length of the dead end engineering wants to create exceeds what is listed in the DMMC for subdivisions.

Thank you for the opportunity to comment, and please allow Highline Water District to reconstruct the road. It is not perfect, but we believe it is the preferred alternative after considering all the relevant items.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Polhamus". The signature is fluid and cursive, with a long horizontal stroke at the end.

James D. Polhamus
Fire Chief

A G E N D A I T E M

passed - S-O

SUBJECT:

Pacific Place covenant releases
File Number: LUA2003-017

ATTACHMENTS:

1. Draft Ordinance
2. Drainage release amendment
3. Release of covenant
4. Minutes of 9/25/03 re Pacific Place approval
5. Map

DATE SUBMITTED: January 13, 2004

AGENDA OF: February 12th, 2004

DEPT OF ORIGIN: Community Dev.

CLEARANCES:

☒ COMM DEV

☒ LEGAL

☒ PUBLIC WORKS

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL

PURPOSE AND RECOMMENDATION:

This report provides information related to a request by the owner of the Pacific Place subdivision for an amendment to a drainage release and also a release of a separate drainage facility covenant. At the September 25, 2003 regular public meeting, the City Council passed a motion to approve the 34-lot plat of Pacific Place by a vote of 4-1. Pacific Place is located at the northwest corner of South 268th Street and Pacific Highway South.

Administration has reviewed the applicant's request for the amendment to the drainage release and the release of the drainage facility covenant, and recommends approval of one of the requests. Motions consistent with this staff recommendation are provided below:

First Motion: "I move to suspend Council Rule 26(b) in order to enact Draft Ordinance 03-153 on first reading."

Second Motion: "I move to enact Draft Ordinance 03-153 to approve the release, termination and extinguishment of covenant No. 8803290783."

passed S-O
passed S-O

BACKGROUND:

An application requesting review and approval of the final plat of "Pacific Place" was submitted to administration by Lancaster Associates, LLC. Council approved the final plat on September 25, 2003, to allow Pacific Place to be recorded with the King

County Records Office and permit the applicant to build on and/or sell individual lots. In the September 25 Agenda Item, administration informed the City Council that an ordinance would be prepared for City Council consideration to direct staff to prepare documents that release and/or amend the covenants which will supercede and/or eliminate the existing covenants.

The applicant has submitted the first six (6) building permits to the City of Des Moines, all of which have been approved and issued. Before individual townhomes begin to sell, the applicant would like to modify the covenants on the title. The current language of the covenants, both of which were previously recorded under King County's jurisdiction, will cause the titles of the new lots to be "clouded".

COVENANT NO. 5571117

The first covenant, No. 5571117, states that "IT IS MUTUALLY AGREED AS FOLLOWS: that the said First Parties hereby consent to the natural flow of surface water from said plat Brightwood Park to be carried in its natural channel across the property of the First Parties and to hold King County blameless for any damage that may be caused by said drainage flow, and this conveyance shall be a covenant running with the land and shall be binding upon all parties and their heirs and assigns forever".

This drainage release covenant was written in 1955, prior to the annexation of this property from King County, which was annexed in the 1997 Woodmont/Redondo annexation. When the City of Des Moines annexed the area, it became the successor in interest from King County of this drainage release. The problem with this drainage release is that the drainage system no longer provides for "the natural flow of surface water from said plat to be carried in its natural channel across the property of the First Parties" ("First Parties" are the owners of Pacific Place). What this means is that the drainage release was written when the plat of Brightwood Park, located northwest of Pacific Place, was built, the previous owners of the property now known as Pacific Place allowed Brightwood Park's drainage to flow freely across Pacific Place. Today, the drainage no longer freely flows across Pacific Place, but is instead piped through a drainage easement and then into a public street owned by the City of Des Moines. The applicant requests that the text be amended from "to be carried in its natural channel across the property of the First Parties and to hold King County blameless for any damage that may be caused by said drainage flow" to instead state "which shall be carried in the storm drainage system constructed in association with the plat of Pacific Place, City of Des Moines File No. LUA2003-017".

The City Attorney advises against this amendment , for the following reasons:

1. The drainage release was executed at the same time as the County approved the Brightwood plat; it was apparently a condition of approval of the plat. It is not clear that the City has any authority to make retroactive changes to a County condition of approval.

2. The drainage release releases King County from liability it may have, under current caselaw, for negligent design of the Brightwood drainage system. Although Des Moines is the County's successor in interest for most purposes in annexed areas, the County would retain any design liability. The County would need to agree to such a release.
3. To the extent that the City is the County's successor in interest and is released from liability by the document, there is no good reason to give up that immunity from liability.

COVENANT NO. 8803290783

Staff has reviewed the second covenant, No. 8803290783 and agreed that it should be terminated. Once again, the City of Des Moines is the successor in interest, from King County, of this declaration of covenant. The covenant is associated with a multi-family/commercial retention/detention facility associated with King County building permit No. 087-1621. This building permit was never approved by King County, therefore the construction of the retention/detention facility never occurred.

Subsequently, the Plat of Pacific Place has been recorded and building permits have been approved and issued for this site. Therefore, the City of Des Moines does not need a covenant for a facility that was never built and now cannot be built.

Administration believes that the full release, termination and extinguishment of this covenant is necessary to clear the titles for the new 34 townhomes that are under construction on the site of Pacific Place.

ALTERNATIVES:

The City Council may approve, approve with conditions or deny the amendment to covenant no. 5571117. The City Council may also approve, approve with conditions, or deny the release, termination and extinguishment of covenant no. 8803290783.

FINANCIAL IMPACT:

Not applicable.

RECOMMENDATION/CONCLUSION:

Staff recommends that the City Council approve the release, termination and extinguishment of Declaration of Covenant No. 8803290783.

CONCURRENCE:

The following departments and agencies are directly involved in this application:

- Des Moines Community Development
- Des Moines Public Works
- City Attorney

All concur with this proposal.

CITY ATTORNEY'S FIRST DRAFT 12/15/03

DRAFT ORDINANCE NO. 03-153

A ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to real estate interests of the City of Des Moines in the real property underlying the Pacific Place plat, releasing and extinguishing the interests of the City of Des Moines in that Declaration of Covenant recorded under King County Recording No. 8803290783, and directing the City Manager to execute and record real estate documents necessary to carry out this action.

WHEREAS, on September 25, 2003, the City Council of the City of Des Moines approved a subdivision and final plat, known as Pacific Place, recorded in Volume 217 of Plats, pages 1 and 2 of the records of King County, Washington under Recording No. _____, for real property owned by Lancaster Associates, LLC, and

WHEREAS, the real property underlying Pacific Place is subject to a Declaration of Covenant, and is subject to a Drainage Release, both in favor of King County, Washington, and

WHEREAS, Pacific Place was annexed from King County into the City of Des Moines in the 1997 Woodmont/Redondo annexation (Ordinance No. 1166), and

WHEREAS, the City of Des Moines is successor in interest of King County, and

WHEREAS, the Declaration of Covenant recorded under Recording No. 8803290783 relates to a surface water retention/detention facility was never constructed for multifamily/commercial development that was never built, and

WHEREAS, the Declaration of Covenant recorded under Recording No. 8803290783 is therefore unnecessary, and

WHEREAS, Lancaster Associates, LLC, has requested that the City of Des Moines release all right, title and interest in the Declaration of Covenant recorded under Recording No. 8803290783, and

WHEREAS, the City Council finds that the requested change is in the public interest because this property interest in

favor of the City of Des Moines is of no benefit to any interest of the City, and because of the public interest in removing unnecessary clouds on property titles for homeowners in the City of Des Moines when, and; now, therefore,

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

Sec. 1. Findings. The recitals set forth above are hereby incorporated as the findings of the City Council in support of this ordinance.

Sec. 2. Release and extinguishment of Declaration of Covenant. The City Council of the City of Des Moines hereby releases and extinguishes all of the City's right, title and interest in the Declaration of Covenant recorded under Recording No. 8803290783, and directs the City Manager to prepare, execute, and record real estate documents necessary to carry out this action.

Sec. 3. Compliance with other law. Nothing in this ordinance shall be construed as excusing the applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable other than as expressly set forth herein.

Sec. 4. Ordinance attached to approval documents. A certified copy of this Ordinance be attached to and become a part of the evidence of said subdivision and final plat and shall be delivered to the applicant.

Sec. 5. Distribution of ordinance following City Council action. Certified or conformed copies of this ordinance shall be delivered to the following:

(1) City of Des Moines Community Development and Public Works departments and Building Division;

(2) King County Fire District #26; and

(3) City Clerk of the City of Des Moines.

Ordinance No. _____

Page 3 OF ____

Sec. 6. Effective date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines this _____ day of _____, 2004 and signed in authentication thereof this _____ day of _____, 2004.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____

DRAFTORD:03-153

When Recorded Return to:
City of Des Moines
Community Development
21630 11th Avenue South, Suite "D"
Des Moines, Washington 98198-6398

NOT RECOMMENDED

Document:	Amendment
Reference No. of Document Released:	5571117
Grantor:	n/a
Grantee:	n/a
Legal Description:	Por. NW ¼, SW ¼, SEC. 28, T-22N, R-4E, W.M.
Tax Acct. No.:	282204 9013

**DRAINAGE RELEASE
AMENDMENT**

THIS INSTRUMENT, is made this _____ day of _____, 2003, by the City of Des Moines, a municipal corporation of the State of Washington.

WITNESSETH:

WHEREAS, the City of Des Moines, is the successor in interest from King County of that certain Drainage Release recorded under recording number 5571117, wherein William R. Wood, Jeanette B. Wood and Frederick J. Foster were the First Parties thereto.

AND WHEREAS, the City of Des Moines has acquired certain rights and interests in said Drainage Release, to wit:

"IT IS MUTUALLY AGREED AS FOLLOWS: that the said First Parties hereby consent to the natural flow of surface water from said plat *BRIGHTWOOD PARK* (italics added) to be carried in its natural channel across the property of the First Parties and to hold King County blameless for any damage that may be caused by said drainage flow, and this conveyance shall be a covenant running with the land and shall be binding upon all parties and their heirs and assigns forever."

AND WHEREAS, Lancaster Associates, L.L.C. (Lancaster) a Washington Limited Liability Company and Afford-a-Homes, Inc., a Washington Corporation are the successor owners to the "First Parties" of said Drainage Release.

AND WHEREAS, Lancaster has constructed a storm drainage system in association with the subdivision known as PACIFIC PLACE, recorded in volume 217 of plats, pages 1 and 2, in King County, Washington.

AND WHEREAS, said storm drainage system no longer provides for: "the natural flow of surface water from said plat to be carried in its natural channel across the property of the First Parties".

NOW, THEREFORE, the City of Des Moines hereby amends the above described drainage release as follows:

The text "to be carried in its natural channel across the property of the First Parties and to hold King County blameless for any damage that may be caused by said drainage flow," is hereby amended as follows:

"which shall be carried in the storm drainage system constructed in association with the plat Pacific Place, City of Des Moines File No. LUA2003-017,"

IN WITNESS WHEREOF, the City of Des Moines has executed this instrument the day and year first above written.

City of Des Moines

By:
City Manager

Attest: _____
By:
City Clerk

Approved as to form:

By:
City Attorney

When Recorded Return to:
City of Des Moines
Community Development
21630 11th Avenue South, Suite "D"
Des Moines, Washington 98198-6398

Document:	Release
Reference No. of Document Released:	8803290783
Grantor:	n/a
Grantee:	n/a
Legal Description:	Por. SW ¼, SEC. 28, T-22N, R-4E, W.M.
Tax Acct. No.:	282204 9013 & 768280 0006

RELEASE, TERMINATION AND EXTINGUISHMENT OF DECLARATION OF COVENANT

THIS INSTRUMENT, is made this _____ day of _____, 2003, by the City of Des Moines, a municipal corporation of the State of Washington.

WITNESSETH:

WHEREAS, the City of Des Moines is the successor in interest, from King County, of that certain Declaration of Covenant recorded under recording number 8803290783, in King County, Washington.

AND WHEREAS, the City of Des Moines has acquired certain rights and interests as outlined in said Declaration of Covenant.

AND WHEREAS, said covenant is associated with multi-family/commercial retention/detention facilities as provided in New Section 10 of King County Ordinance 4938.

AND WHEREAS, said covenant was executed "In consideration of the approval by King County of a Building permit for application No. 087-1621,"

AND WHEREAS, building permit number 087-1621 was never approved by King County.

AND WHEREAS, there was never any construction associated with building permit number 087-1621.

AND WHEREAS, the plat of PACIFIC PLACE, recorded in volume 217 of plats, pages 1 and 2, in King County, Washington, has subsequently been constructed on the site.

NOW THEREFORE, the City of Des Moines hereby fully releases, terminates, extinguishes and quits claim to all right, title and interest in that certain covenant recorded under recording number 8803290783.

IN WITNESS WHEREOF, the City of Des Moines has executed this instrument the day and year first above written.

City of Des Moines

By:
City Manager

Attest: _____
By:
City Clerk

Approved as to form:

By:
City Attorney

EXCERPT

DES MOINES CITY COUNCIL MINUTES

September 25, 2003

Draft Resolution No. 03-236 [Assigned Res No. 962] Final Plat, Pacific Place – 34 lot Townhomes at 268th and Pacific Highway South

Land Use Planner Carlson informed Council that the applicant was requesting final plat approval of a 34 Lot subdivision. She explained that the Planning Agency had approved the preliminary plat. Final plat approval would allow the applicant to build on and/or sell the individual lots. She said that Council must make the following findings in its review of the proposed final plat:

- The plat was consistent with the approved preliminary subdivision, except for minor deviations specified in DMMC 17.16.230.
- The plat was consistent with RCW 58.17.
- All required improvements were installed or securities to cover the cost of installation were submitted in accordance with DMMC 17.40.090.

Land Use Planner Carlson confirmed that the findings had been met. She voiced staff's recommendation to approve the plat.

Councilmember Thomasson said that he had met with staff prior to the meeting to discuss various technical concerns. He recommended that the subject be tabled to allow staff an opportunity to address the concerns.

MOTION was made by Councilmember White and seconded by Councilmember Petersen to adopt Draft Resolution No. 03-236 approving the final plat for Pacific Place, applicant Lancaster Associates, LLC.

Community Development Director Kilgore and Development Services Manager Ruth stated their belief that Councilmember Thomasson's concerns could successfully be addressed without requiring the subject to be moved to a separate meeting.

At 10:28 p.m., **MOTION** as made by Councilmember Sheckler, seconded by Councilmember White and passed unanimously to extend the meeting by ten-minutes.

Councilmember Thomasson identified the following concerns:

1. The drainage easement for Lots 8 and 9 incorporated on the face of the plat should identify the things one would do with a drainage easement, i.e. construct, maintain, operate, repair, and access.
2. Building setback lines should be identified for Lots 8 and 9.
3. Utility easement fronting 19th Avenue South should also be shown fronting South 268th Street on the back lots and side lots.
4. Sidewalk and utility easement from South 268th Street to 19th Avenue South – The purposes of Tract A should be broadened to include storm drainage, sidewalks, and utilities. Such an action would eliminate the need for a utility easement.

5. Easement provisions for Lot 21 should be obtained from Highline Water District and Midway Sewer District to incorporate on the face of the plat to insure that their issues are addressed. Insure the utility providers have been given an opportunity to review the document and have their provisions included.
6. Dedication to Kent should be acknowledged. Verify plat boundaries are correct and reflect the proper dedication if it has already occurred. The dedication should not be given to Kent since the dedication paragraph grants rights-of-way to the public rather than to a particular city.
7. Easement language should be changed from “dedicated and conveyed” to “granted and conveyed”.
8. Regarding Item Nos. 8 and 9 of the “Notes” on the face of the plat, the covenants and restrictions need to be disclosed to insure the lots meet the conditions.
9. The condition regarding the maintenance of joint driveways being the responsibility of the homeowners association should clarify that, if the homeowner association is disbanded, the responsibilities of the association revert back to the individual property owners rather than to the City.

Development Services Manager Ruth confirmed that the identified issues could be addressed by staff.

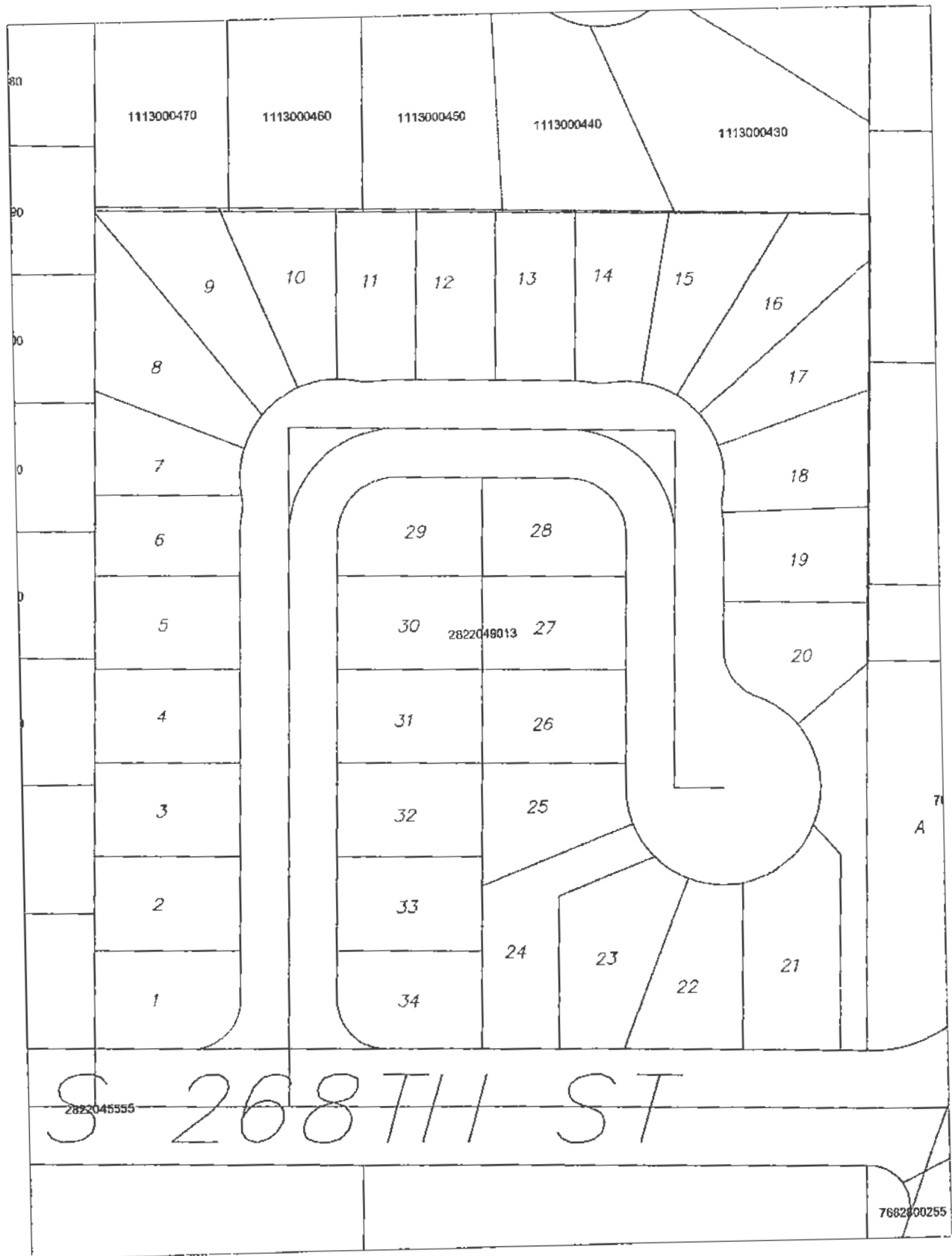
Land Use Planner Carlson confirmed that no separate park area would be developed in the plat but park in lieu fees would be collected. She noted that the Community Development Director and Public Works Director would sign the approved plat on behalf of the City.

City Attorney Marousek suggested that a **friendly amendment** be made to the original motion adopting the draft resolution substantially in the form as presented to Council subject to the changes identified on the record.

Councilmember White and Councilmember Petersen accepted the language as a **friendly amendment**.

VOTE ON MOTION: Motion passed, 4 – 1, with Councilmember Thomasson opposed.

Councilmember Thomasson said that he had voted against the motion as he believed it was better process to have the project right before taking action but he was glad the matter had been addressed.



Referred to subcommittee 4-0

AGENDA ITEM

SUBJECT: Concurrence with Draft South King County Ground Water Management Plan

AGENDA OF: February 12, 2004

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

1. August 25, 2003, letter from Donald D. Wright of South King County Regional Water Association
2. Executive Summary of Draft South King County Ground Water Management Plan
3. Chapter 3 for the Ground Water Management Program
4. Proposed Des Moines Letter of Concurrence

DATE SUBMITTED: February 4, 2004

CLEARANCES:

- ☐ Community Development
☒ Public Works
☒ Legal

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

Purpose and Recommendation:

The purpose of this item is to gain Council concurrence with the Draft South King County Ground Water Management Plan as outlined in the proposed letter for signature by the Mayor.

Suggested Motion:

"I move to approve the proposed Des Moines letter of concurrence for the "Draft South King County Ground Water Management Plan" and to have the Mayor sign said letter substantially in the form as attached."

Background:

As part of a South King County effort to protect valuable ground water sources, the South King County Ground Water Advisory Committee (GWAC) developed the South King County Ground Water Management Plan (GWMP) to protect the amount of ground water and it's quality both in the present and future, and to provide an effective and coordinated management of the area's water resource. Ground water is the primary source of water for private, municipal, industrial and agricultural needs. The plan was developed to ensure continual availability and to prevent contamination. Growth is contingent upon good reliable water resources. The GWMP represents a community consensus on the best way to protect, measure, and coordinate local and state agencies to develop ground water regulations and programs. The GWMP is also based in State law. Attachment 2 covers land use impacts, water quality and usage, types of contamination, various management strategies and programs. Attachment 3 covers the implementation and funding strategies for the GWMP.

Discussion:

As pointed out in Attachment 1, the City of Des Moines is a "concurring agency" that shares responsibility in implementing the GWMP. It is a voluntary cooperative effort to be implemented at the direction of the GWMC, but it does require our concurrence. There will be a public hearing on the Plan conducted by the Department of Ecology, which will afford citizens, local agencies and affected governments to receive input on the Plan. Each agency has the ability to evaluate and develop a finding of facts for concurrence or non-concurrence of the plan. On the second page of Attachment 1, the criterion for the statement of concurrence is spelled out and staff has prepared such a letter for Council's review, comment and approval for signature by the Mayor.

Alternatives:

Council can concur with additional or modified comments or can decide not to concur with the draft plan.

Financial Impact:

Financing of this program is expected to be through King County Board of Health, King county Council, or the Water Utilities. Another idea was to use Surface Water Utilities to fund part of the plan. Staff does not believe this is a good idea and will continue monitoring funding.

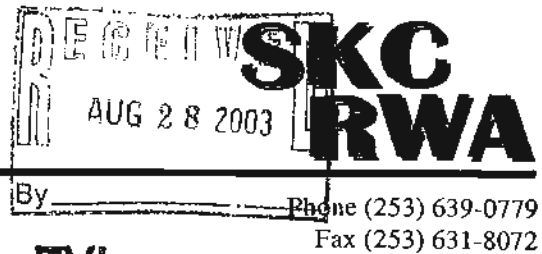
Recommendation/Conclusion:

The staff recommendation is that Council approves sending a letter of concurrence for the Draft Groundwater Management Plan.

Concurrence:

Other affected agencies in the South King County Groundwater Management area, Washington State Department of Ecology and Washington State Department of Health.

South King County Regional Water Association



27224 144th Avenue SE
Kent, Washington 98042

August 25, 2003

Mayor
City of Des Moines
21630 11th Avenue SW
Des Moines, WA 98198

Subject: Concurrence Draft
South King County Ground Water Management Plan

COUNCIL - FYI

without plan

*- long! Tim H. with plan and
for appropriate follow-up*

Dear Mayor:

Enclosed is the Concurrence Draft of the South King County Ground Water Management Plan (Plan) (2 volumes). The Concurrence Draft Plan recommends actions related to ground water management that may affect your agency. City of Des Moines is a "concurring agency" that will share responsibility in implementing the South King County Ground Water Management Plan. It is important to note that the Plan recommends a voluntary cooperative effort that is to be implemented at the direction of a locally based Ground Water Management Committee. Those with primary responsibility for implementation of the Plan will make up the Ground Water Management Committee.

We need your concurrence with the overall direction of this Plan as well as the specific areas noted for agencies such as yours. Those actions are included in Table 3 - 2 (attached).

The South King County Regional Water Association is acting as the Lead Agency for the Plan on behalf of the Ground Water Advisory Committee (GWAC). We are transmitting this Concurrence Draft and will receive comments and concurrence letters for the GWAC.

The Department of Ecology will conduct a public hearing on the Plan. This hearing is an opportunity for citizens, local agencies, and affected governments to receive public input on the Plan. This hearing is an opportunity for you to ascertain how the public perceives this Plan. It is suggested that you have a representative at this hearing.

The Department of Health has yet to set the time and place for the hearing. You will be sent an announcement.

We must have your comments or concurrence in order for the Department of Ecology to certify this Plan as being consistent with the intent of Chapter 173-100 WAC, Ground Water Management Areas and Programs. Affected local agencies determine whether or not they concur with the Plan through the development of "findings" on the proposed Plan. In these findings, the local agencies and Ecology evaluate the program's technical

ATTACHMENT 1

Plan. In these findings, the local agencies and Ecology evaluate the program's technical soundness, economic feasibility, and consistency with the intent of Chapter 173-100 WAC, Ground Water Management Areas and Programs, and other federal, state, and local laws. The findings also identify any revisions that are necessary before the program can be certified.

Statements of concurrence are part of the findings that each affected local agency must prepare. These findings must be written, and this includes any statements of concurrence or non-concurrence. We recommend they be in the form of a letter but a formal document such as an interlocal agreement would also suffice. The findings and statement of concurrence should contain:

1. A clear statement of concurrence
2. Statement of agreement with the goals and objectives of the Program, and
3. Comments on specific elements of the Plan

In addition, the findings may include:

1. Specific actions to be taken
2. References to the specific part[s] of the Program that are pertinent to the specific entity
3. Listing of activities to accomplish the tasks
4. Ordinances or regulations amended/adopted, budgets adopted
5. Programs or policies or procedures implemented
6. Development of interlocal agreements or memoranda of understanding
7. Other mechanisms
8. Responsible parties within the implementing agency who will carry out the actions
9. Timeline for completion of actions

If you have questions concerning the Plan or preparation of finds and concurrence, please contact me at 253-639-0779.

Sincerely,

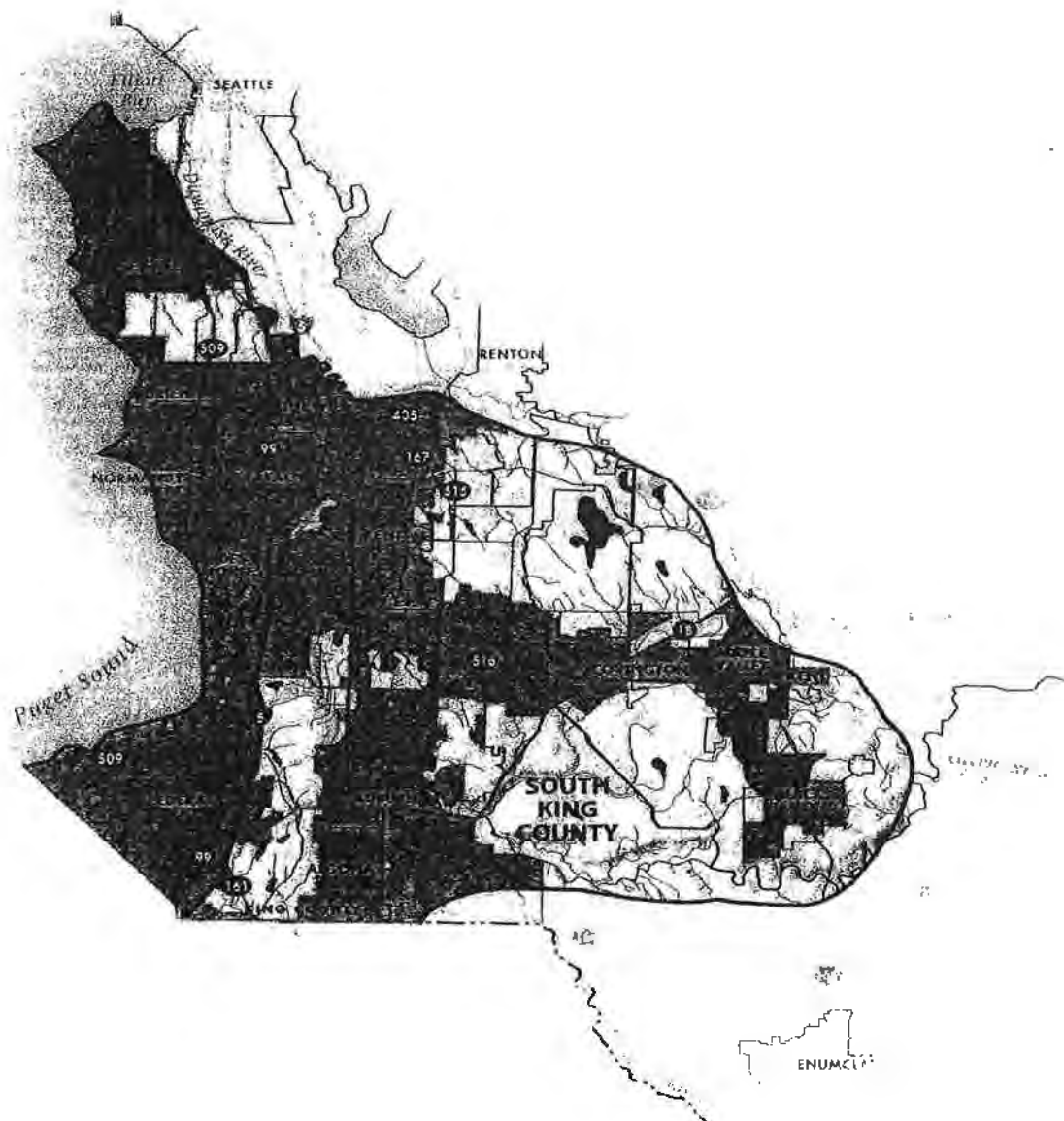


Donald C. Wright
Administrator
South King County
Regional Water Association

South King County Ground Water Management Plan

Management Strategies

Concurrence Draft



Submitted July 2003 by:
South King County
Ground Water Advisory Committee



South King County
Ground Water
Advisory Committee

ATTACHMENT 2

EXECUTIVE SUMMARY

SETTING

The South King County Ground Water Management Plan documents the work of local governments and citizens to understand and protect the ground waters underlying south King County. Within the Planning area, ground water is the major source of potable water for residents.

Most of the work done to produce this document was completed between 1990 and 1995. Since that time several events have occurred that have changed the setting in the study area. These include:

- Implementation of the Washington State Growth Management Act that required local governments to identify and protect sensitive areas and natural resources, and
- Implementation of Wellhead Protection Programs that require water utilities to identify recharge areas and water quality risks for each groundwater well in use, and
- King County has passed a ground water management ordinance and implemented a modest ground water management program.

As a result, many of the actions included in this plan have been accomplished under other programs. The Plan and process described in this Ground Water Management Plan has not been redrafted to reflect changes since 1995.

In several locations where it was deemed to be particularly helpful, an editorial update has been included. Each of these appears in a box to assist the reader.

BACKGROUND

The South King County Ground Water Management Area encompasses approximately 260 square miles in southwest King County. It is bounded on the north by the Duwamish and Cedar Rivers, on the east by the Black Diamond area, on the south by the Green River and Pierce County and on the west by Puget Sound. See Figure 1. The management area is urban in the central and western portions, suburban/rural in the eastern area and primarily commercial in the central and lower Green River Valley.

The South King County Ground Water Advisory Committee (GWAC) developed the South King County Ground Water Management Plan to meet this area's ground water protection needs. The goal is to protect the quality and quantity of area ground water, now and in the future, and to provide effective and coordinated resource management. This area's population is projected to increase, which may well affect ground water status. A

comprehensive plan, tailored to the specific needs of the region, is needed to protect the supply of this essential resource.

The goal of the ground water management plan is to promote an appreciation for the complexity of the ground water system, to describe potential threats to the system, and to identify strategies which can contribute to the long-term management and beneficial use of ground water resources.

The Ground Water Advisory Committee has developed a ground water management plan that includes:

- An area characterization report
- Identification and description of threats to ground water
- Recommended strategies that remedy or reduce these threats, and
- An implementation process
- Public involvement through the Ground Water Advisory Committee

Reliance on Ground Water

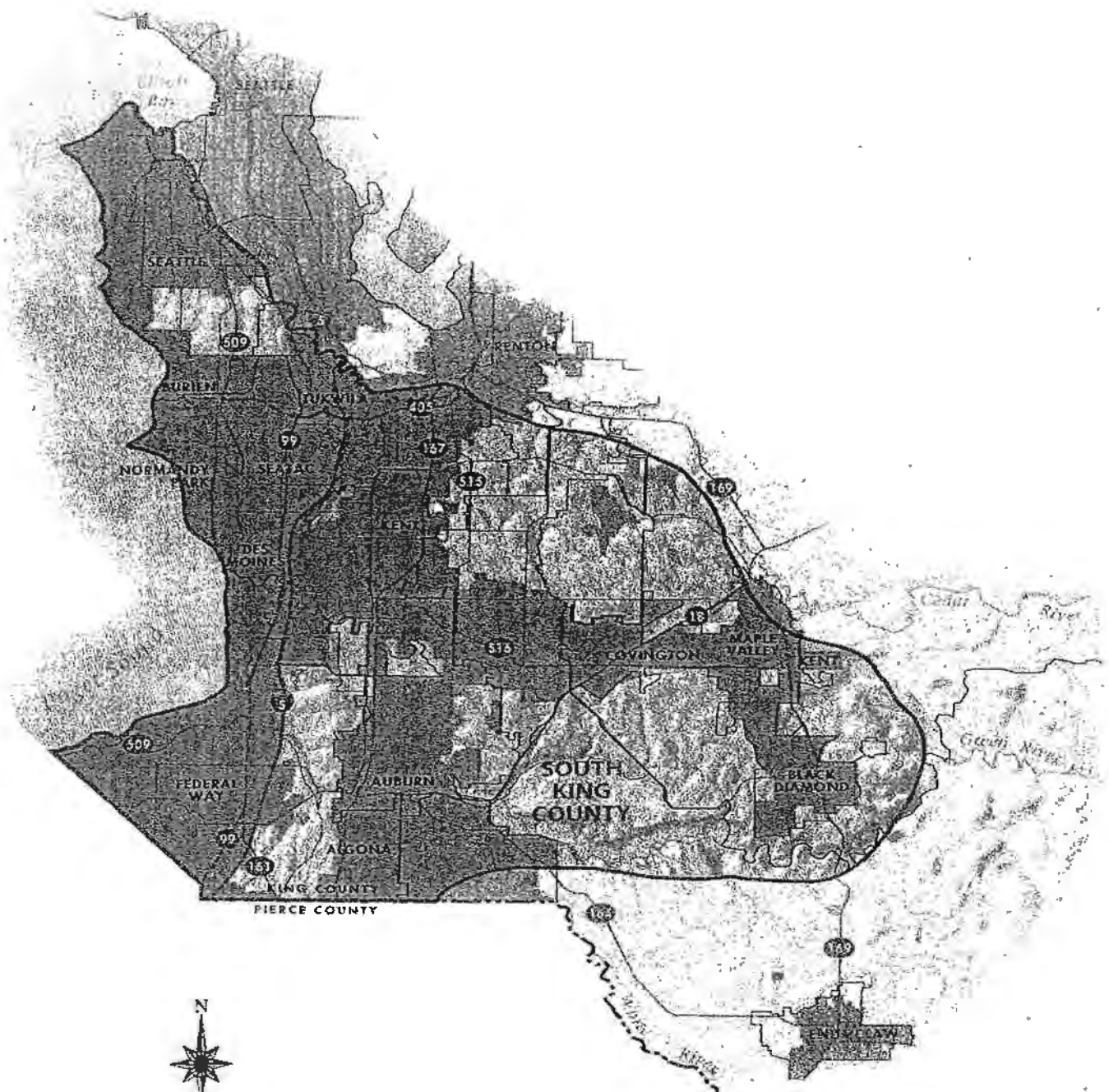
Ground water is the primary source of municipal and potable water used in the South King County Ground Water Management Area (GWMA). This includes water for private and municipal water needs, as well as industrial and agricultural needs. This comprehensive plan was developed to help avoid ground water contamination and ensure continuing availability, for once a source of ground water is contaminated, it may be lost forever. Protecting ground water from contamination is considerably less expensive than paying for cleanup. Ensuring water resource availability is crucial to continued growth. The status and extent of our ground water resource must be determined first before planning for wise use and effective management.

Plan Development

This Ground Water Management Plan represents a community consensus on the most practical protection approach and measures, and encourages local and state agencies to develop ground water regulations and programs.

The Ground Water Management Plan is based in state law. In 1985, the state legislature recognized the need for greater ground water protection by adopting legislation which directed the Washington State Department of Ecology (Ecology) to establish a process for designating and developing plans for ground water management areas. (Chapter 90.44 RCW)

The GWMA was designated a Ground Water Management Area by Ecology on October 7, 1986. In accordance with guidelines in Chapter 173-100 WAC, Ecology approved the



Source: King County Department of Natural Resources and Parks Groundwater Management Program, 2001 Annual Report

-  Groundwater Management Area Boundary
-  County Boundary
-  Major Road
-  River
-  Stream
-  Urban Growth Boundary
-  Lake or Open Water
-  Incorporated Area

Fig. 1
South King County
Ground Water Management Area
 South King County Ground Water Management Plan
 July 2003

membership of the South King County Ground Water Area Ground Water Advisory Committee, consisting of representatives from many groups with broad cross section of interests. The South King County Regional Water Association (RWA) applied to the Department of Ecology for funds to conduct the ground water study. The RWA and the Seattle-King County Health Department were designated co-lead agencies by the Department of Ecology. The Seattle-King County Health Department was selected to be the co-lead agency because it has jurisdiction throughout the Ground Water Management Area, as well as a regulatory role in water systems, on-site sewage systems, solid and hazardous waste, and general environmental health concerns.

On January 1, 1996, the King County Department of Natural Resources and Parks, Water and Land Resources Division, assumed the role of co-lead agency for this study from the Seattle King County Health Department.

Land Use Impacts on Ground Water

Land use can have a significant impact on ground water quality and use. As area population grows, consumptive use of ground water will increase. In addition, as development increases, the risk of contamination of ground water resources is likely to increase. Ground water reserves can also be depleted by development covering recharge areas with impermeable surfaces that reduce aquifer recharge.

Forecasts prepared by the Puget Sound Regional Council predict that the GWMA will experience a significant increase in population during the next 30 years. Along with the increased population, employment opportunities in the GWMA will expand significantly as well. These two factors will have a major impact on area land uses, including an increase in residential housing, roadway expansion, and commercial and industrial growth. Figure 2 depicts the areas of aquifer susceptibility to ground water contamination in the GWMA.

Geology and Hydrogeology

Ground water infiltration, movement, and storage are controlled by both surface and subsurface geology. Surface infiltration depends on sediment permeability and the accessibility of those sediments to precipitation.

Direct precipitation accounts for most ground water in the GWMA. Precipitation either runs off to surface water, evaporates, is transpired by vegetation, or infiltrates into the soil where it reaches ground water. When ground water can move freely through subsurface deposits, it becomes accessible for use or discharges to surface water bodies. In this study area, the most common aquifers are formed by various outwash deposits of the last glaciation.

Water Quality

Historical ground water quality was compiled from data gathered from the Washington State Department of Ecology, the Seattle/King County Health Department (SKCHD) and the United States Geological Survey (USGS). Results of known contamination sites were not

included in the statistical-trend analysis so that background results would not be skewed and regional trends in water quality could be evaluated. In general, no significant trends in any of the parameters measured were found. Very few parameters were measured at levels that exceeded maximum contaminant levels, with the exception of naturally occurring iron and manganese.

Water quality monitoring was conducted in 1990 and 1991. It appears that water quality has not been greatly impacted by industrial, residential or agricultural activities where the samples were collected.

Very few samples contained contaminant levels in excess of maximum contaminant levels, as determined under the Safe Drinking Water Act. Semi-volatile organics, pesticides and polychlorinated biphenyls were not detected at any of the sampling sites. Overall, water quality in each of the tested aquifers, appears to be relatively free of inorganic, microbiological and organic contamination.

Water Use

Area ground water is used primarily for domestic and public water supply, industrial use, fire suppression, and providing base flow to streams and lakes.

There are many major public water systems (Group A) in the study area. These include the cities of Algona, Auburn, Black Diamond, Kent, Pacific, Renton, Seattle, and Tukwila; and the special purpose/water districts of Cedar River, Covington, Highline, Lakehaven, Soos Creek and King County Water Districts 20, 49, 111 and 125. In addition there are about 300 Group B public water systems in the GWMA serving two to nine household connections.

Purveyors need to prepare for future growth and development within the area by planning, identifying, financing, and developing new water sources.

Types of Ground Water Contamination

Three types of contaminants found in ground water threaten public health: microbial pathogens, inorganic chemicals and organic chemicals.

Microbial pathogens include bacteria, viruses and other disease-causing organisms. Improperly maintained sewage disposal systems, poorly constructed wells, leaking sewers and animal wastes are common ground water sources of microbial pathogens.

Inorganic chemicals include sodium, chloride, nitrate and heavy metals. Nitrate occurs naturally, and as a result of human activities such as septic systems, fertilizer use, and contaminated storm water runoff. Nitrate is an important ground water-quality indicator, because it is associated with other pollutants. Metals also may be naturally occurring, or come from human activities such as commercial and industrial land uses, or from stormwater runoff from streets and parking lots. Many metals are known to be harmful to health, including copper, zinc, lead, arsenic and cadmium. Iron and manganese are common in

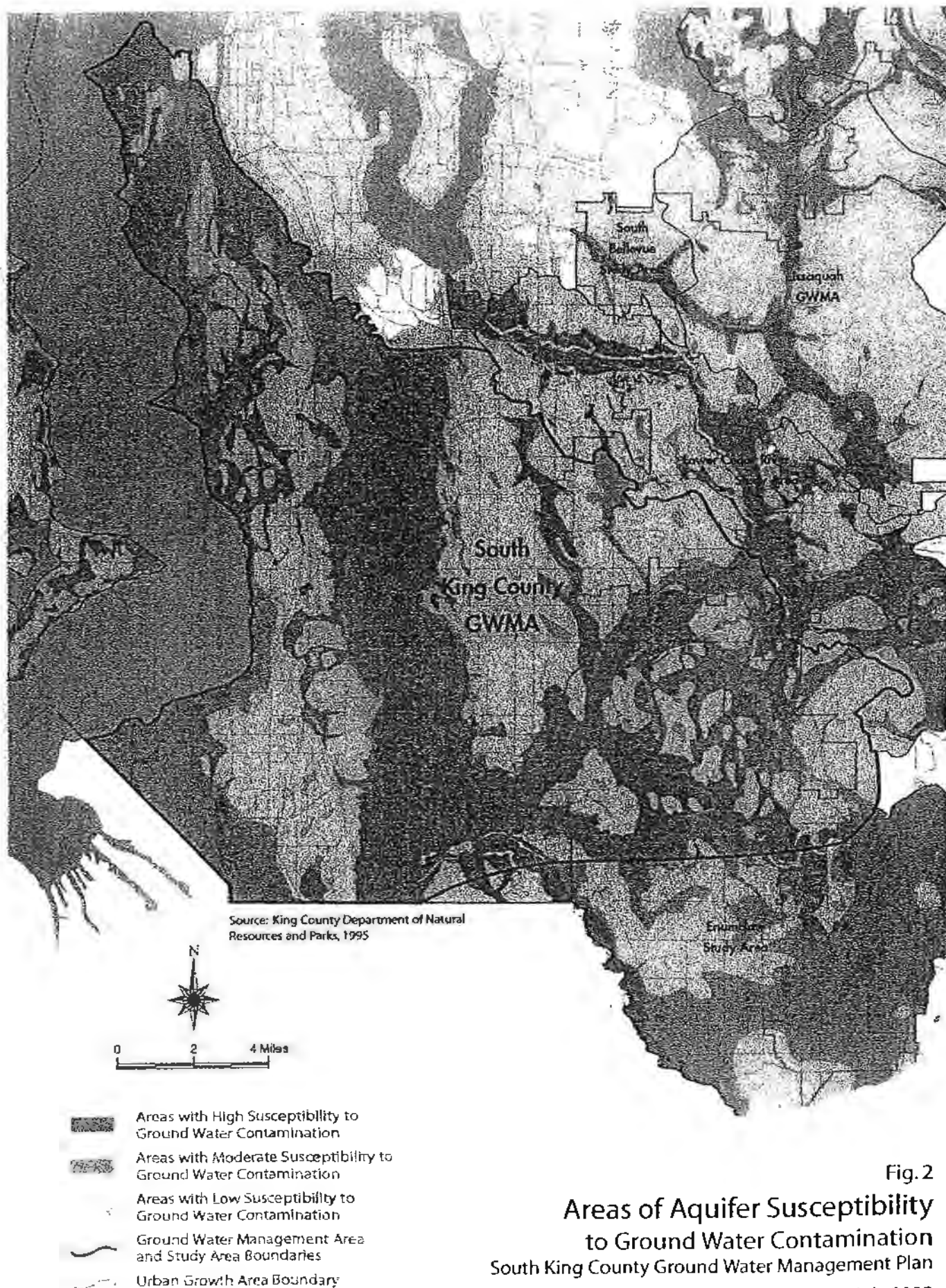


Fig. 2
**Areas of Aquifer Susceptibility
 to Ground Water Contamination**
 South King County Ground Water Management Plan
 July 2003

ground water in King County. They do not pose a health threat, but may occasionally affect the taste of the water and may cause staining. Organic chemicals include oil, gasoline, degreasers, solvents and some pesticides. Organic chemicals come from the improper use, storage or disposal of fuels, solvents, pesticides and herbicides. Organic chemicals may persist in ground water for decades, and are known to cause cancer and contribute to a variety of illnesses.

Potential Sources of Contamination

Contaminants come from a wide variety of sources. Specific potential contamination sources that the Plan covers include: hazardous materials, underground storage tanks, on-site sewage disposal systems, pesticides and fertilizers, well construction and decommission methods, sewers, solid waste landfills, burial of human remains, sand and gravel mining, and land application of biosolids and effluent.

MANAGEMENT STRATEGIES

The GWAC adopted the following ground water management recommendations, based on careful study and deliberation about possible, effective protection measures. The recommended programs either influence or relate to ground water quality and/or quantity. Table ES-1 outlines the numerous Management Strategies that are presented in Chapter 2 of the South King County Ground Water Management Plan. Each Management strategy is comprised of goals, issues, discussions and tasks.

TABLE ES-1 Management Strategies as Presented by Goals

MANAGEMENT STRATEGIES
PROGRAMS RELATED TO GROUND WATER QUALITY AND QUANTITY
<i>Goal: Special Area Designations to Enhance Ground Water Protection</i>
SA-1A Elimination of Categorical Exemptions to SEPA
SA-1B Designation of Environmentally Sensitive Areas
SA-1C Adoption of General Aquifer Protection Policies
SA-1D Enhanced Environmental Review to Protect Aquifers
SA-1E Definition of Ground Water Concern Areas
SA-2 Wellhead Protection
<i>Goal: Developing and Implementing Data Collection and Management Program</i>
DCM-1 Data Collection, Analysis and Management – King County, Cities and Water Purveyors
DCM-2 Data Collection, Analysis and Management – Transfers to Ecology
<i>Goal: Promote Stormwater Management Practices</i>
ST-1 Runoff versus Recharge
ST-2A Ground Water Quality Concerns – Zoning
ST-2B Ground Water Quality Concerns – Facility Requirements
ST-2C Ground Water Quality Concerns – Study
ST-3A Education – Review

MANAGEMENT STRATEGIES cont.	
PROGRAMS RELATED TO GROUND WATER QUALITY & QUANTITY cont.	
ST-3B Education - Reporting	
ST-3C Education - Developing Program	
ST-3D Education - Coordinate Program	
ST-4A Coordination Between Surface and Ground Water Planning Efforts: Ecology Program	
ST-4B Coordination Between Surface and Ground Water Planning Efforts: Puget Sound Water Quality Authority	
ST-4C Coordination Between Surface and Ground Water Planning Efforts: King County	
ST-5 Assessment of Existing Storm Water Facilities	
ST-6 Roadway Runoff	
ST-7 Soil Amendment	
Goal: Educating Agencies, Jurisdictions, Businesses and Citizens about Ground Water	
ED-1 Existing Education	
EC-2 New Educational Elements	
PROGRAMS RELATED TO PROTECT GROUND WATER QUALITY	
Goal: Hazardous Waste Management	
HM-1 State Hazardous Waste Plan – Implementation	
HM-2 Dangerous Waste Management Unit	
Goal: Hazardous Waste Contamination Sites	
HM-4 Hazardous Waste Contamination Sites – Site Referral and Public Education	
Goal: Hazardous Materials Spills	
HM-5 Implementation of the Uniform Fire Code	
HM-6 Implementation of the Emergency Planning and Community Right-to-Know Act	
HM-7A Transportation – Related Hazardous Materials Spills – Purveyor Assessment	
HM-7B Transportation – Related Hazardous Material Spills – Management Committee Evaluation	
Goal: Ensure Underground Chemical and Fuel Storage Tanks and Piping Systems are Managed	
UST-1A Augment State Underground Storage Tank Program - Inspection	
UST-1B Augment State Underground Storage Tank Program – Ordinance	
UST-2A Exempt Tanks – Secondary Containment	
UST-2B Exempt Tanks – Testing	
UST-3A Heating Oil Tanks: Abandonment and Maintenance	
UST-3B Heating Oil Tanks: Location	
UST-3C Heating Oil Tanks: Education	
Goal: To Promote On-site Sewage Treatment and Disposal Practices	
OS-1 Nitrate Concerns	
OS-2A Hazardous Materials: Inventory, Educate and Monitor	
OS-2B Hazardous Material: Regulations	
OS-3A Household Hazardous Waste: Onsite Disposal Risks	
OS-3B Household Hazardous Waste: Educational Program	
OS-4 Operation and Maintenance	

MANAGEMENT STRATEGIES cont.**PROGRAMS RELATED TO PROTECT GROUND WATER QUALITY cont.**

Goal: Prevent Ground Water Contamination from Use of Pesticides and Fertilizer

PF-1A Pesticide and Fertilizer Use: Farm Plans

PF-1B Pesticide and Fertilizer Use: Pesticide Reduction Program

PF-1C Pesticide and Fertilizer Use: Vegetation Maintenance Practices

PF-2A Education and Proposed Programs: Strategy

PF-2B Education and Proposed Programs: Review

Goal: Protect Quality of Ground Water in the GWMA by Ensuring Proper Well Construction and Decommissioning

WC-1 State Program

WC-2A Well Identification: Disclosure

WC-2B Well Identification: Permits

WC-3A Decommissioning Cost: Funding Mechanism

WC-3B Decommissioning Cost: Alternate Procedures

WC-4 Education

Goal: Prevent Degradation of Ground Water caused by Waste Water

SP-1A Sewer Programs

SP-1B Leakproof Piping

SP-2 Ground Water Depletion – Backfill

Goal: Prevent Occurrence of Ground Water Contamination Associated with Solid Waste Disposal Facilities

SW-1 Standards

SW-2 Abandoned Sites

SW-3 Education

Goal: Ensure Regulatory Programs are Adequate to Prevent Adverse effects from Sand and Gravel Mining Operations

SG-1 Regulatory Modifications

SG-2A Ground Water Protection

SG-2B Aquifer Impacts and Regulation

SG-3A Reclaimed Sand and Gravel Mines

SG-3B Zoning Code – Reclamation Plans

Goal: Provide Assurance that Ground Water will not be Contaminated by Reuse of Wastewater Effluent

BSE-1 Guideline Revision

PROGRAMS RELATED TO GROUND WATER QUANTITY

Goal: Manage Ground Water Resources to Optimize Availability of Ground Water

WQ-1 Policies and Ordinances

WQ-2A Data Needs

WQ-2B Policies and Ordinances

WQ-3 Water Rights

WQ-4A Conservation: Landscaping

WQ-4B Conservation: Group B Systems

WQ-5A Education: Low Water-Use Plants

WQ-5B Education: Schools and General Public

WQ-5C Education: Aquifer Recharge

WQ-5D Education: Individual Systems

WQ-6 Artificial Recharge

PROGRAMS RELATED TO GROUND WATER QUALITY AND QUANTITY

Special Area Designations to Enhance Ground Water Protection

A Ground Water Management Program may be enhanced by any number of special federal state, and area designations by providing a funding source to implement ground water protection measures, enhancing eligibility for grant funds, or expanding review of development proposals.

The Ground Water Advisory Committee Goal is to: *Use available special area designations together with local regulations and policies to enhance ground water protection efforts in the GWMA.*

The proposed management strategies are:

- Designate the GWMA as an Environmentally Sensitive Area so that categorical exemptions, as determined under SA-1A, may be eliminated (SA-1B)
- King County, cities and special-purpose districts will jointly determine whether any categorical exemptions to SEPA should be eliminated, especially in physically susceptible and recharge areas. (SA-1A)
- Provide guidance to SEPA document reviewers, so they can 1.) identify proposed development that may significantly impact ground water, 2.) recognize and require adequate information to assess impacts upon ground water; and 3.) recognize and propose effective mitigation. (SA-1D)
- King County, cities, and special-purpose districts should adopt general aquifer protection policies, and place a priority on implementation of the proposed Management Plan Strategies in physically susceptible areas and recharge areas, including land use designation and wellhead protection- area policies. (SA - 1C, 2; SA - 1D; SA-1E)

Data Collection and Management Program

Managing the ground water resource and continuing to develop a conceptual characterization of ground water hydrology within the area, requires long-term data collection on ground water quality and quantity, precipitation and stream flow.

The Ground Water Advisory Committee Goal is to: *Protect ground water quantity and quality by developing and implementing a data collection and management program.*

The proposed management strategies include developing and implementing a data collection and management program that collects needed data, enters the data into the ground water management program database, and analyzes the data to provide useful information to decision makers (DCM- 1); and for Ecology to input the local ground water data into its database. (DCM-2)

Storm Water Management

The most serious public health concern about storm water recharge is the possible effects on the quality of ground water used as a source of drinking water. Storm water management practices, past and present, often cause ground water quantity and quality problems.

The Ground Water Advisory Committee goal is to: *Promote storm water management practices that provide the greatest amount of recharge while protecting ground water quality.*

The proposed management strategies are:

- Preserve recharge by requiring that rural zoning, residential zoning, and open space in the most physically susceptible and recharge areas be maintained (ST - 2A).
- Preserve ground water quality by requiring that runoff be infiltrated when site conditions permit. (ST - 1)
- Require all types of storm water facilities to use best management practices as outlined in Ecology's approved design manuals. (ST - 2B, 2C)

Ground Water Education Program

A comprehensive ground water education program is needed to:

- Help engender understanding and concern in order to protect the resource.
- Aid in developing resource protection messages that are consistent regardless of the specific education program.
- Coordinate with other resource protection programs that focus on a specific issue, such as solid waste, hazardous waste or storm water management
- Develop specific education activities and materials for point and non-point sources of contamination.

The Ground Water Advisory Committee goal is to: *Increase individual participation in protecting ground water resources by educating agencies, jurisdictions, and businesses in the threats to ground water quantity and quality, and ways they can reduce those threats.*

The proposed management strategy is to develop and implement an education program that builds upon existing education efforts in the county and adds specific elements as identified in the various management programs. (ED - 1, 2)

PROGRAMS TO PROTECT GROUND WATER QUALITY

Hazardous Materials Management

Ground water contamination can occur when hazardous materials migrate through the soil, or when hazardous materials are spilled into surface water that is connected to ground water. Human health threats occur when contaminated ground water reaches aquifers used for drinking water supplies. Cleaning up contaminated aquifers is difficult, costly, time-consuming, and potentially unsuccessful.

The Ground Water Advisory Committee Goal is to: *Ensure that ground water is not contaminated due to improper management of hazardous substances.*

The proposed management strategies are:

- Support current plans such as the Washington State Hazardous Waste Plan, and to request that Ecology and the Washington Legislature fund and carry out the provisions of the Plan. (BA4-1)
- Enhance existing regulations (for example):
 - Ecology may amend the Dangerous Waste Regulations (Chapter 173-303 WAC) to require setbacks from the seasonal high ground water level. (HM-2)
 - King County and cities within the Ground Water Management Area should implement through education and regulation, Uniform Fire Code Article 80 in both new and existing facilities. (HM-5)
 - King County and cities should seek a permanent source of funding to provide necessary staff and resources to complete a comprehensive Local Emergency Management Plan. (FM-6)
 - Provide for future protection of larger Public Water Systems' wellhead protection areas by assessing the risk of transportation related hazardous material spills (HM-7A)

Underground Storage Tank Management

Commercial underground petroleum and chemical storage tanks represent a significant potential threat to ground water quality in King County. Leakage from underground storage tanks and associated piping often occurs without detection and some volatile organic compounds can rapidly migrate through the soil to ground water and have serious adverse affects. Leaking underground home heating oil tanks may also present a threat to ground water quality. Both federal and state agencies adopt a less aggressive approach to regulation of heating oil tanks.

The Ground Water Advisory Committee Goal is to: Ensure that underground chemical and fuel storage tanks and piping systems are managed/regulated to prevent contamination of ground water.

The proposed management strategies are:

- Enhance existing regulations:
 - King County and cities should enhance current inspections of underground storage tank Installation and removal in these Environmentally Sensitive Areas to include the relevant requirements of Chapter 173-360 WAC - Underground Storage Tank Regulations. (UST-1A, 1B)
- The King County Department of Natural Resources will prepare an ordinance for the King County Council's consideration requiring:
 - Secondary containment for underground storage tanks as defined by Chapter 173-360-120 WAC, and for the following exempt or deferred tanks, heating oil tanks of all sizes and motor fuel tanks of 1100 gallons or less;
 - Disclosure at the time of sale of any property in King County of the number, location, and legal status of existing underground storage tanks; proof from the Fire Marshall or fire chief that the underground home heating oil tank was abandoned in accordance with regulations prior to release of any permits associated with energy conversions (gas piping, electrical, etc.);
 - Proof from the Fire Marshall or fire chief that the underground home heating oil tank was abandoned in accordance with regulations prior to release of any permits associated with energy conversions (gas piping, electrical, etc.);
 - Require all underground storage tanks without secondary containment to be tested at regular intervals for integrity (UST-1B, UST-2A, UST-2B, UST-3A).
- Provide education.
 - King County and cities should jointly educate homeowners and exempt tank owners regarding tank abandonment requirements of the Uniform Fire Code through the Ground Water Management Plan Education Program. (UST-3C)

On-site Sewage Treatment and Disposal System Use

If on-site sewage systems are improperly designed or constructed, installed in inadequate soils, used by an excessive development density, or to treat and dispose of non-domestic wastewater, they can adversely impact surface and ground water quality, as well as public health. Ground water contamination associated with domestic on-site sewage system effluent

can involve a number of contaminants, including nitrate, bacteria, viruses, and trace organic chemical compounds.

The Ground Water Advisory Committee goal is to: *Promote on-site sewage treatment and disposal practices that are effective in protecting ground water resources from possible adverse impacts.*

The proposed management strategies are:

- Evaluate the effect of on-site systems on ground water, and to propose residential densities that would keep nitrate concentrations at safe levels. The Management Committee should consider requiring that Wellhead protection programs incorporate Nitrate loading analysis (OS - 1)
- Keep hazardous material from being disposed into on-site sewage disposal systems; King County will inventory facilities served by on-site sewage disposal systems which potentially use, store, or dispose of hazardous materials; educate operators and the general public regarding hazardous materials management; and selectively monitor those facilities that appear to represent a significant risk to ground water quality. (OS - 2A, OS - 2B, OS - 3A, OS - 4)

Pesticides and Fertilizers

Pesticides and fertilizers are in everyday use all around us. The major categories of use are agriculture, home, forestry and rights-of-way maintenance. Pesticides and fertilizers have the potential to contaminate ground water when they are used improperly.

The Ground Water Advisory Committee goal is to: *Prevent ground water contamination from the use of pesticide and fertilizer.*

The proposed management strategies are:

- Provide immediate protection for ground water.
 - King County and cities should use non-chemical vegetation maintenance practices or will use only chemicals which, when used at approved application rates, do not pose a threat to ground water. (PF - 1 C)
- Provide for future ground water protection.
 - King County, cities and water purveyors should evaluate the Cooperative Extension Pesticide Reduction Program for effectiveness in protecting ground water, and its applicability to the GWMA. (PF -IB)

- Provide education.
 - King County and cities encourage and support the King Conservation District's development of Farm Plans using Best Management Practices for any agricultural user of pesticide and fertilizer in physically susceptible areas, and water purveyors may contract with the Conservation District to develop Farm Plans in their physically susceptible and recharge areas (PF- 1A).
 - This plan supports the strategies in "Protecting Ground Water: A Strategy for Managing Agricultural Pesticides and Nutrients", April, 1992, and the 1991 Puget Sound Water Quality Authority Plan that helps insure that small farmers and homeowners receive more information about pesticide and fertilizer use. (PF -2A)
 - The King County Department of Natural Resources will review the current educational programs of Soil Conservation Service, Cooperative Extension and others to ensure that the Plan goals and policies are reflected. This will be done as part of the Plan Education Section. (PF - 2B)

Well Construction and Decommissioning

Wells provide a link between an aquifer and the ground surface. Old improperly constructed wells or wells with inadequate seals can serve as a conduit for contaminated surface water to quickly travel to an aquifer. Under State law, any well that is unusable; whose use has been permanently discontinued; or is in such disrepair that its continued use is impractical or is an environmental, safety, or public health hazard, must be decommissioned. An improperly decommissioned well also may serve as a conduit for contaminated ground or surface water.

The Ground Water Advisory Committee Goal is to: *Protect the quality of area ground water by ensuring that proper well construction and decommissioning procedures are followed.*

The proposed management strategies include:

- Provide proper oversight and implementation of the existing regulations. King County and Ecology should develop a local health department program to implement the delegated portion of Ecology's well construction and decommissioning program. (WC - IB)
- Identify and catalogue wells.
 - The King County Council should pursue legislation to require sellers of real property to disclose to buyers the existence of used or unused wells on their property. (WC - 2A)
 - King County and cities should require that applicants establish the location and

status of wells present on the property in question during SEPA review and land use permit applications. This information will be provided to Ecology as well. (WC - 2B)

- Ensure proper decommissioning of wells. Provide assistance to those needing to decommission wells, such as funding or alternative methods. (WC - 3 A, 3 B)
- Provide education about well construction and decommissioning. The South King County Ground Water Management Plan Education Program will include information on well identification, well construction, proper well maintenance, contamination sources and well decommissioning. (WC - 4)

Sewers

Older sewers were made from materials such as concrete, brick and clay. Joints were more susceptible to leaking with the use of these materials. Many of these older pipes are still in use today and may be contributing to infiltration, inflow and exfiltration problems. Infiltration is ground water entering sewers, both as runoff during storms, or as base flow from other sources. Inflow refers to direct flows of storm water into sewers through hookups such as roof and footing drains. Infiltration and inflow causes a decrease in ground water, as this water flows through the sewage treatment system into Puget Sound. Exfiltration occurs where sewage discharges from leaking pipes and joints causing ground water contamination.

The Ground Water Advisory Committee goal is: *Prevent the degradation of ground water, which may be caused by waste water leaking from sewers and side sewers, and to prevent the loss of water through infiltration to sewers and side sewers.*

The proposed management strategies are:

- Prevent impacts to ground water:
 - King County, Cities and Sewer utilities should continue, or adopt, regularly scheduled leak-detection-and-repair programs and public education programs to protect ground water aquifers. (SP - IA)
 - King County should amend the Comprehensive Land Use Plans and King County Code 13.24 to require that new sewer piping installed in the most physically susceptible and recharge areas be leakproof (SP - IB)
 - Ecology should consider amendments to sewer construction specifications that will stop the transmission of ground water along pipe alignments. (SP 2)

Solid Waste Landfills

There are environmental impacts associated with solid waste landfills, including leachate and gas production. Leachate is water, or other liquid that has been contaminated by dissolved or

suspended materials due to contact with solid waste, or gases from solid waste. Landfills may pose a threat to ground water quality due to leachate production. Ground water that currently is not being used for drinking water also needs to be protected from leachate contamination, as it may become a drinking water source in the future.

The Ground Water Advisory Committee goal is to: *Prevent ground water contamination problems associated with operating solid waste disposal facilities in King County.*

The proposed management strategies are:

- Provide protection through regulations. The Seattle King County Health Department (SKCHD) will prepare amendments to Title 10 to adopt Chapter 173-351 WAC by reference for King County Board of Health's consideration. (SW-1)
- Remediate existing problems. The SKCHD will evaluate the remediation efforts of King County on abandoned sites and make a report to the Management Committee. (SW 2)
- Provide education. Include information about the relationship between solid waste disposal and ground water in the education program. (SW - 3)

Burial of Human Remains

The Ground Water Advisory Committee concluded that ground water impacts from cemeteries are not a concern in the GWMA.

Sand and Gravel Mining

It is not unusual for productive sand and gravel mines to be located over vulnerable aquifers. Mining activities in these areas can increase ground water vulnerability to contamination both from the extraction process and from site reclamation.

The Ground Water Advisory Committee Goal is to: *Ensure that regulatory programs are adequate to prevent adverse effects upon ground water quality attributed to sand and gravel mining operations.*

The proposed management strategies are:

- Provide future protection:
 - King County and cities should comply with the National Pollutant Discharge Elimination System Permit Program and Ecology's "General Permit" requirements (SG-1)
 - Actively support changes that provide better ground water protection with the SEPA guidance document including best management practices for sand,

gravel and rock quarries. (SG-2A, 2B)

- King County and cities should provide comments to the State Department of Natural Resources on Mine Reclamation Plans proposed within the GWMA. Additionally, King County and other jurisdictions will develop Best Management Practices (BMPs) for mining operations. (SG-3 A)
- King County and cities should require that reclamation plans for mineral extraction sites include measures to protect ground water quality and quantity. (SG-3B)

Land Application of Biosolids and Effluent

Currently, nearly all the biosolids generated and disposed of in King County are used for silviculture, composting, soil improvement, or agricultural purposes through land application. Potential contaminants in raw biosolids include nitrogen, phosphorous, heavy metals, hydrocarbons, microorganisms, and radionuclides. Based on present technology, properly managed land application of biosolids poses little threat to health or the environment.

Sewage effluent is the liquid that remains after the sewage has been treated. Reuse of effluent is regulated by the state Water Pollution Control Act, administered by the Department of Ecology, which also administers the Wastewater Reclamation and Reuse Interim Standards. Currently, reuse of sewage effluent by land application is not widely practiced in King County.

The Ground Water Advisory Committee Goal is to: *Provide assurance that the ground water resources in King County will not be contaminated by the reuse of waste water effluent.*

The proposed management strategy is to provide future protection by encouraging Ecology to include ground water protection in the revised guidelines for reuse of effluent. (BSE - 1)

PROGRAMS TO PROTECT GROUND WATER QUANTITY

The ground water resource reflects the geology and climate of the area. Aquifer and surface water levels are maintained by preserving recharge. State law dictates how water may be appropriated through the water rights program.

The Department of Ecology administers laws dealing with water appropriations and allocations. Allocation to new users must not conflict with existing use. However, the information needed to make allocation decisions may be incomplete. Water users are developing and using innovative techniques to decrease their water use and increase water availability, such as conservation and artificial recharge. Recent interest in maintaining surface water resources has spotlighted the interaction of ground water and surface water. Future ground water resource management must include consideration of this interaction.

The Ground Water Advisory Committee Goal is to: *Manage ground water resources to optimize the preservation and enhancement of the quantity of ground water available to South King County.*

The proposed management strategies are:

- Provide policy direction:
 - King County, cities and other lead agencies should consider impacts on the quantity of aquifer recharge during SEPA checklist review. (WQ - 1)
 - The Ground Water Advisory Committee supports Ecology's Sea Water Intrusion Policy. (WQ - 2B)
- Maintain and enhance natural recharge. King County and cities should consider amending landscaping ordinances and surface water management requirements to encourage conservation and to maintain pre-construction recharge capabilities. (WQ - 4A)
- Provide for information collection and analysis:
 - A ground water data collection management program will be designed and implemented which would enable land and water use decision makers to make water resource decisions based on complete information. (WQ - 2A)
 - Utilities will update their water-right records and report to Ecology, as per the recommended program in the "Five Year Water Resource Data Management Plan". (WQ - 3)
- Provide for conservation:
 - The Seattle-King County Health Department will propose a revision to regulations for Group B Small Public Water Systems to cover water conservation goals and measures. (WQ - 4B)
 - The Education program will include elements to promote water conservation. (WQ - 5B)
- Explore new techniques for quantity enhancement. Purveyors will be encouraged to investigate artificial recharge programs. (WQ - 6)

IMPLEMENTATION AND FUNDING

Management Committee

The GWAC has recommended that the implementation and management of the Plan be done by a locally based Ground Water Management Committee. The Committee membership includes one representative from: the GWAC, King County, each city in the planning area, each Tribal Nation in the planning area, each Group A water purveyor, and a private citizen. The Management Committee provides oversight to the implementation of the South King County GWMP. Its duties include:

- Review and recommend an annual budget for implementation activities for the South King County GWMP, or any annual revision;
- Monitor the implementation of the South King County GWMP;
- Review annual reports on implementation prepared by the lead agency;
- Determine whether implementation is adequate and whether changes are needed in priorities, monitoring, reporting etc. during the implementation period.
- Act as a forum to consider new or ongoing ground water protection issues of significance to the GWMA;
- Determine whether revisions are needed to the South King County GWMP; and
- Perform tasks as assigned in the South King County GWPM.

Lead Agency

In general, the Management Committee will serve as the “Lead Agency”. From time to time the Management Committee may need to assign Plan implementation tasks. This may include staff to perform day-to-day tasks. The Management Committee should delegate an appropriate local government to serve as lead for specific tasks as necessary and consistent with their statutory authority.

Funding Plan

The GWAC recommends that those who will benefit should financially support the GWMP. Users of the ground water resource are water utilities, special purpose districts, water associations, small water systems, individual water systems, industrial, irrigators and (perhaps) surface water utilities. Plan implementers that have service charges or a fee collection system in place should collect their ground water management investments from customers. All fee-collection and participation by water utilities, districts and water associations, shall be on a cooperative, voluntary basis.

Concurrence Process/Plan Adoption/Certification

Public Review

Upon completion, the Draft South King County Ground Water Management Plan is subject to public review. Ecology will hold a local public hearing for comment and review of the plan.

Adoption

Following the hearing, each affected agency and government will have 90 days to evaluate and either concur or disagree with the plan. The Ground Water Advisory Committee will negotiate with nonconcurring agencies and governments to reach agreement. After concurrence, and the Ground Water Advisory Committee finds the plan to be consistent with the intent of Chapter 173-100 WAC, Ecology will certify the plan.

Implementation

Affected agencies and jurisdictions will be responsible for implementing the plan following certification. The implementation process is described in Chapter 3 of the Plan. The Ground Water Advisory Committee has provided a mechanism for modifying the plan to adapt to changing conditions under the supervision of the Management Committee. This committee will advise and oversee ground water management activities that take place under this plan. The committee will also review new issues and programs that emerge during and after Plan preparation. The Management Committee will develop methods to incorporate the new issues and programs into the implementation of the plan.

CHAPTER 3 RECOMMENDED IMPLEMENTATION PROCESS FOR THE GROUND WATER MANAGEMENT PROGRAM

3.1 INTRODUCTION

The ground water management planning process has been funded by Centennial Clean Water Fund grants administered by the Ecology and contributions from King County and RWA. However, implementation of the Ground Water Management Program (GWMP) depends upon long term funding and appropriate assignment of responsibility. It is recommended that implementation of the Plan be through a voluntary cooperative program of local governments within the planning area. The level of funding will be tailored to meet local needs. Executive and legislative branches of government and other public and private interests have important roles in the implementation of the GWMP to protect ground water quality and quantity. The recommended implementation process described in this chapter assigns roles and tasks and proposes a source of funding. Topics addressed include:

- 3.2 Legislative authority
- 3.3 Funding
- 3.4 Washington Department of Ecology (Ecology)
- 3.5 Ground Water Management Committee (GWMP)
- 3.6 Ground Water Advisory Committee
- 3.7 Lead agency
- 3.8 Implementation Plan
- 3.9 Process for evaluation and revision of the GWMP

Summary tables (Section 3.8) list actions to be taken during plan implementation. These tables also list priorities, who is responsible for implementation. Generally the implementation schedule and the funding will be determined by the Management Committee described later in this chapter.

Two significant developments occurred during the planning process that had a profound influence upon the GWMP. Both occurred after the scope of work for the GWMP was adopted. Both necessitated major shifts in policy development.

The first is the Growth Management Act which was passed by the Washington legislature in 1990. This act requires local governments to identify and protect areas that are critical for aquifer recharge.

The second is wellhead protection requirements mandated by the 1986 amendments to the Safe Drinking Water Act. The amendments require states to develop Wellhead Protection Programs. The Wellhead Protection Program has been developed in Washington by the

Department of Health. The program requires public water system purveyors to delineate wellhead protection areas for each public water system and develop programs to protect ground water in those areas.

Both the Growth Management Act and the Wellhead Protection Program include specific provisions that must be carried out at the local level. The GWAC has tried to accommodate and, where appropriate, incorporate the provisions of the Growth Management Act and the Wellhead Protection Program into the GWMP. For example, some GWMP recommendations are county wide in applicability rather than limited to the South King County GWMA. This is in keeping with the directive of the Growth Management Act to local governments to cooperatively protect aquifer resources on a county or regional basis. The GWMP is designed to accommodate other ground water protection activities in King County that are expected to occur in response to both the Growth Management Act and the Wellhead Protection Program.

A number of additional regionally applicable programs are envisioned that will play a role in the King County Ground Water Management Program when implemented.

3.2 LEGISLATIVE AUTHORITY

Legislative authority is needed to adopt both the GWMP and the ordinances that may be necessary to implement it. The potential legislative authorities for implementation are the King County Council, King County Board of Health, affected city councils, special purpose districts, and others.

3.2.1 Metropolitan King County Council

The Metropolitan King County Council (hereafter referred to as the King County Council) consists of 13 members. The King County Council is legislative body of the County and through legislation sets policy. The Council exercises its legislative power by adoption and enactment of ordinances; by levying taxes, appropriating revenue and adopting budgets; and other powers as described in the King County Charter Section 220.20. (King County Charter, Sections 220 - 270)

The King County Council has broader legislative authority than the King County Board of Health, although it is possible they may have to defer to the King County Board of Health on occasion. Also, the King County Council could ensure that the policies in the King County Comprehensive Plan are carried out through an ordinance enacting the implementation of the Plan, specifying the responsibilities of each agency.

3.2.2 King County Board of Health

The King County Board of Health was established based upon RCW 70.07.030, which authorizes the board of county commissioners to be the local board of health for the county. King County Ordinance #11178 established the King County Council as the Board of Health for King County.

The director of the Department of Public Health is designated as the administrative officer for the Board, and provides staff support to the Board for carrying out its duties and responsibilities. The Board has supervision on matters pertaining to the health of the people of the county. This includes:

- Supervising the maintenance of all health and sanitary measures for the protection of the public health of the county;
- Enacting such county rules and regulations as are necessary to preserve, promote and improve the public health, and provide for the enforcement thereof; and
- Establishing fee schedules for issuing or renewing permits or for such other services as are authorized; provided, that such fees or services shall not exceed that actual cost of providing any such services. Fee schedules shall be established by Board rules and regulations.

3.2.3 Affected City Councils, Special Purpose Districts and Others

City councils, elected by the citizens within the city boundaries, are legislative bodies for the incorporated cities. They have similar powers and authority as the county council: most importantly, they are the land use and policy bodies for the incorporated cities. Other administrative bodies include the Boards of Commissioners for Water Districts, Sewer Districts, Fire Districts, and Water Associations. These Boards set policies and rates for the provision of fire protection and water and sewer service within their service areas.

3.2.4 Recommendations

The GWAC recommends that legislative authority for adoption and implementation of the GWMP be shared between the King County Council, the King County Board of Health, affected city councils, special purpose district boards, and other implementing agencies. Each legislative body is needed to implement their portion of the plan because it encompasses actions that are specific to their jurisdiction. King County Board of Health is particularly important because it allows for the adoption of ordinances that are effective in both the

unincorporated areas and in the cities of King County. Roles of each legislative authority are recommended as outlined below:

1. *King County Council*

- Recommend the GWMP to Ecology.
- Adopt the GWMP after it has been certified by Ecology;
- Adopt ordinances necessary for the implementation of the GWMP including the following features:
 - Designate their representative on the Management Committee;
 - Adopt a funding mechanism to support King County's participation in the implementation of the Plan;
 - Address such matters as land use, zoning, and regulations governing the activities of county agencies;
 - Adopt revisions to the GWMP.

2. *King County Board of Health*

- Adopt ordinances necessary for the implementation of the GWMP.

3. *City Councils*

- Adopt the GWMP after it has been certified by Ecology;
- Adopt ordinances as needed to implement the GWMP within city limits;
- Adopt a funding mechanism to support City participation in the implementation of the Plan;
- Designate their representative on the Management Committee; and
- Adopt revisions to the GWMP.

4. *Special Purpose District's and Other Implementing Agencies*

- Adopt the GWMP after it has been certified by Ecology;

- Adopt measures as needed to implement the GWMP within their jurisdiction;
- Adopt revisions to the GWMP;
- Adopt a funding mechanism; and
- Designate their representative on the Management Committee.

3.3 FUNDING

An adequate source of long term funding should be developed in order to implement the GWMP. This source of funding would be augmented by grants and any specific use or service fees. Several potential funding options would include:

1. There are a variety of methods to provide a funding source. These include establishing an Aquifer Protection Area under Chapter 36.36 RCW. The King County Board of Health could adopt a Rule and Regulation to establish fees on a variety of water users or potential contaminators. The King County Council could adopt an ordinance to provide property-based taxes. Water purveyors could establish funding through increasing their rates or other methods. An unexplored method for emergency or long-term funding, could be through the "Sewerage, Water, and Drainage Systems (County Services Act)" Chapter 36.94 RCW.

Aquifer Protection Area (APA). The purpose of an APA is to establish a funding base for ground water protection, preservation, and rehabilitation programs. If voters approve the APA, the county can collect ground water and septic system user fees.

Surface Water Utility Agency Fees. Some members of the GWAC felt that the surface water utilities have a responsibility to fund some of the actions because they are a "user" of the resource. However, not all jurisdictions have a surface water utility. Also, some undeveloped properties are not assessed, or undeveloped properties are assessed at lower rate. Assessments are generally based on an estimated amount of runoff.

Special Purpose Districts and Cities with Water Utilities could fund regional and individual components of the adopted ground water plan through their water rates. Each utility would agree to a share of the regional costs annually when the budget group meets to determine funding for the recommended implementation activities from the Management Committee.

Through a series of individual interlocals and/or an interlocal with the SKRWA, the regional aspects of the plan and King County participation could be funded along with individual utility responsibilities.

Chapter 36.94 RCW. The County Council may act under the emergency provisions granted to it under Chapter 36.94 RCW to float a short term bond providing operating funds for the implementation of the ground water management program. This option needs more research to determine if it is feasible in King County.

2. Part of deciding what method will provide the funding source includes determining who the funds will be collected from. This could include ground water users, contamination source owners, or all parcels in the GWMA.

Ground Water Users. The benefit to this approach is that the fee would be assessed on those that would directly benefit from the GWMP. Some may feel that this is inequitable, in that it wouldn't include contaminators of ground water. The amount of fee would need to be determined. The fee could be based on ERU (equivalent residential unit), which varies by water district, or by gallons as this is already estimated by purveyors for large systems. Small systems could be assessed at one ERU for each connection. Under this proposal, the individual systems would not be included, because of perceived smaller amount of water use associated with these systems, and lack of an existing fund collection mechanism.

Contamination Source Owners. The benefit to this approach is that it would assess a fee on those that may contaminate ground water. Most stationary contamination sources can be identified. However, those that pass through the area cannot be readily identified. Identification and location may take an enormous effort. Also, some sources are already being charged for the Local Hazardous Waste Management Plan in King County, or other fees such as for transportation of hazardous materials (through Washington State Department of Transportation). Another concern is how to equitably assess fee among source owners? Does one source rate a higher fee, and how to determine that?

All Parcel Owners. The benefit to this approach is that it would include those that benefit and those that may contaminate. Any assessment of vacant parcels would need to be a policy decision. The assessment could be as simple as dividing the total dollars needed by the number of parcels. However, this doesn't consider business vs. residential, or the amount of water used. This approach also doesn't include transient users.

Non-Residential Well Users with Water Rights, which use ground water for irrigation, or other industrial process such as cooling water. The benefit to this approach is that it would capture those that benefit, but that are not billed through existing water utilities. This method should be considered if the fee per ERU collected through water utilities method is used.

Developing methods to capture other uses, such as this and individual wells, should come after the structure for fee per ERU is in place. Ground water rights and property owners would need to be identified, and a method to collect the fee developed and implemented.

Assessment of water system customers through increased rates to fund the regional and local aquifer protection strategies as identified annually in the plan. The level of funding and allocation of funds to various program elements would be voluntary and negotiated during the annual budget meetings on funding with the utility rates adjusted as required.

3. Another decision is how to physically collect the funds. This could be through existing or new billing systems, or through the property tax collection system.

Assess Individual, Irrigation and Industrial Process Ground Water Users Based upon ERU. This would be done after the collection method for the other users is in place, and it is determined how much of the fee would be assigned to these users (a cost/benefit analysis). The funds could be collected through individual billings.

These two methods provide an equitable fee distribution to those that use water and an easier determination of fee than other methods. However, most water districts and cities don't want to add more fees to their customers. Also, individual, irrigation and industrial process users may be hard to identify and a collection method difficult to develop. Water rights, property owners vs. water system service connections, etc. would need to be analyzed to determine who falls into this category.

Assess Fee on Contamination Source Owners. This approach has many problems, such as how to collect the funds.

All Parcels, Through Property Tax Collection System. It may be possible to "piggy-back" upon the current King County property tax collection system. This method avoids having the water districts and cities collect money, then submit that to the County, then having county fund activities. Under this approach, King County would collect and distribute funds. However, more information is needed about the legality of this method.

Special Purpose Districts and City Water Utilities could collect the funds as part of the payment of their customers utility bill.

Recommendations: The GWAC recommends that users that benefit should support the GWMP. Users of the ground water resource are water utilities, water districts, water associations, small water systems, individual water systems, industries, irrigators, and (perhaps) surface water utilities. Plan implementers that have fee collection systems in place (water utilities, districts, some associations) should collect their budgeted amount from their customers. It needs to be determined if surface water utilities should be included. If they are, they should collect their portion as do water utilities. All collection of fees and participation by water utilities, districts and water associations shall be on a voluntary basis.

The GWAC recommends that plan implementers should contract with the County and each other using interlocal agreements for the amount of money to be collected and what their activities will be. Participation in the interlocal agreement would be voluntary, that is, all terms in the interlocal agreements would be agreed upon by both parties. The interlocal agreements would include fund collection and allocation, and the duties of each party in implementing the GWMP. The interlocal agreements may be re-negotiated at a frequency agreeable to the parties.

Determination of the aquifer protection fee involves several steps. First, costs of program elements are carefully estimated. Then, costs of the implementation of the annual agreed upon priorities are added together. Next, those that voluntarily choose to participate are noted. Finally, costs that can be funded by grants or special use/service fees are deducted. The resulting amount is the total that is supported by aquifer protection funds among the participating agencies.

Cost estimates for GWMP elements will be determined by the Management Committee based on the scope and schedule of the proposed elements. Each participating local government agency will retain authority to direct their funding to program elements which best meet their objectives.

3.4 WASHINGTON DEPARTMENT OF ECOLOGY ROLE

The certified GWMP will be codified in the Washington Administrative Code (WAC). As such, it is a regulation that Ecology is responsible for administering. Ecology will rely on local government cooperation to implement the Plan but may assist the lead agency, if needed, to gain compliance with provisions of the adopted Plan.

3.5 GROUND WATER MANAGEMENT COMMITTEE

Recommendations: The GWAC recommends the formation of a Ground Water Management Committee (Management Committee) that will coordinate ground water protection activities in the GWMA. The Management Committee will be advised by the GWAC, at its discretion.

The Management Committee shall consist of one representative from: the GWAC, King County, each city in the planning area, each tribal nation in the planning area, each Group A Water Purveyor, and a private citizen. Members of the committee should be familiar with the GWMP and ground water issues. The Management Committee should meet at least annually to provide oversight to the implementation, to ensure that the budget process is performed in a fair and equitable manner, and to address the topics as assigned in the GWMP. Members of the Management Committee will be nominated by those they represent, except for the GWAC representative and the citizen who will be appointed by the other Management Committee Members.

Public Involvement: Interested public groups and individuals should be kept informed of the Management Committee work and implementation progress by inclusion on a notification list. Those on the list should receive Management Committee meeting agenda and minutes and routine updates on the GWMP progress. The Management Committee meetings should be open to the public, if they wish to attend.

Also, if the Management Committee is aware of an agency or individual that has an interest in a topic under discussion, they should be invited to attend and participate in discussions. Elected officials should also be included on the notification list. Decisions of the Management Committee should be by consensus whenever possible. (Consensus is where all members of a group find a proposal acceptable enough that they can support it, where no member opposes it.

This means that not everyone will be satisfied with every decision, but everyone can live with every decision (Scholtes, Peter R. *et al*, *The Team Handbook*, Joiner Associates, 1994). Procedures for resolving lack of consensus should be adopted by the committee for inclusion in its bylaws. Management Committee bylaws should include a provision stating that GWAC recommendations will be carefully and promptly considered and followed by a written response.

The Management Committee will carry out the following tasks:

- Review, and recommend an annual budget, and implementing agencies to carry out the implementation activities for the GWMP or any annual revision;
- Monitor the implementation of the GWMP;

- Review annual reports on implementation prepared by the lead agency(ies);
- Determine whether implementation is adequate and whether changes are needed in priorities, monitoring, reporting, etc., during the implementation period;
- Update the South King County Plan;
 - Act as a forum to consider new or ongoing ground water protection issues of significance to the GWMA;
 - Determine whether revisions are needed to the GWMP; and
- Perform tasks as assigned in the GWMP.

Individual members of the Management Committee will have the responsibility to coordinate internally with the entity represented. For example, a representative of a city needs to communicate and coordinate with their council and public works, planning, and building departments, and other affected departments regarding ground water management issues.

The Management Committee may make use of subcommittees to accomplish some tasks. For example, a subcommittee might address the topic of hazardous materials transport through aquifer protection areas. Federal and State agencies will be asked to serve in a technical capacity, as appropriate, on the subcommittees. The Management Committee may also make use of a representative(s) to participate with representatives from other King County Ground Water Planning Protection Areas on matters of a regional nature or common interest.

3.6 GROUND WATER ADVISORY COMMITTEE

Recommendation: The GWAC recommends that the GWAC continue to meet at the discretion of their representative on the Management Committee. The GWAC was established to develop the GWMP. After the Plan is certified by Ecology, the GWAC's duties as described in Chapter 173-100 WAC are completed. However, successful implementation of the GWMP depends upon support by the affected agencies and the community.

The GWAC should continue to have representation as described in Chapter 173-100 WAC. Replacement members for those on the GWAC who resign should come from the jurisdiction or group they represent, or by recommendation from the Management Committee.

The GWAC will review and comment upon GWMP updates, and provide technical input and information to work products developed in implementing the Plan. The GWAC shall annually or as necessary select their representative to the Management Committee.

3.7 LEAD AGENCY

In general, the Management Committee will serve as the "Lead Agency." From time to time, the Management Committee may need to assign tasks for implementation of the GWMP. This may include staff to perform day-to-day tasks. This staff should be familiar with the GWMP, data base management, GWMA concerns, budget process, and be technically capable. Staff needs to provide administrative functions to the satisfaction of the Management Committee and the legislative authorities. The Management Committee should delegate an appropriate local government to serve as the lead for specific tasks as necessary, and consistent with statutory authority.

3.8 IMPLEMENTATION PLAN

The GWMP implementation priorities are listed in the Implementation Plan, included in this section as Tables 3.1 and 3.2. Prioritization enables the GWMP to ensure that ground water protection is maximized in the near term.

3.9 PROCESS FOR EVALUATION AND REVISION OF THE GWMP

Recommendation: The GWAC recommends that a process for periodic evaluation and revision of the GWMP is established in order to ensure that the goals of the GWMP are achieved efficiently under changing conditions.

The Plan Management Committee, the GWAC, and governments and agencies affected by the Plan will be involved in the evaluation and revision of the Plan. The first revision should be considered five years or more as needed from the date of Plan certification by Ecology. Subsequent revisions will be considered as needed by the Management Committee.

Table 3.1 Implementation Priorities

Management Strategy	Agency	Priority	Type
DCM - 1 Data Collection Analysis and Management	King County (lead), Cities, Purveyors, SKCHD	1	ongiong program
DCM - 2 Data Collection Analysis and Management	Ecology	1	new program
ED - 1 and ED - 2 Education.	King County (lead), Cities, Purveyors	1	ongiong program
WQ - 1 Policies and Ordinances	Cities, King County	1	regulation
WQ - 2A Data Needs	King County	1	ongiong program
WQ - 4A Conservation	Cities, Purveyors, King County	1	ongiong program
WQ - 4B Conservation	SKCHD	1	ongiong program
ST - 4C coordination between surface and ground water planning	Cities, King County, Purveyors	2	comprehensive program
WQ - 3 Water rights records	Cities	2	formal agreement
WQ - 6 Artificial Recharge	Cities, Purveyors	2	new program
WQ - 7 Decline Limits	Ecology	2	new program
SA - 1B Elimination of categorical exemptions to SEPA	Cities, King County	3	regulation
SA - 1D Enhanced environmental review to protect aquifers	Cities, King County	3	regulation
HM - 1 State Hazardous Waste Plan-Implementation	King County	4	ongoing program
HM - 3 Hazardous Waste Facility Zone Designation	Cities	4	regulation
HM - 5 Implementation of the Uniform Fire Code	King County, Cities	4	ongoing program
HM - 6 Implementation of Emergency Planning	King County, Cities	4	ongoing program
HM - 7A WHPP: assess transportation spills	Cities	4	new program
OS - 1 Nitrate levels	Cities, Purveyors, King County	4	new program
OS - 2B Hazardous Materials	SKCHD	4	regulation
OS - 3A Household Hazardous Wastes	SKCHD	4	ongoing program

Table 3.1 Implementation Priorities

Management Strategy	Agency	Priority	Type
OS - 4 Operation and Maintenance	SKCHD	4	regulation
PF - 1A Pesticide and Fertilizer Use	Conservation District	4	form agreement
PF - 1C Pesticide and Fertilizer Use	Cities, King County	4	regulation
SG - 2B Aquifer Impacts and Regulations	King County	4	regulation
SG - 3A Sand and gravel sites reclamation policy	Cities	4	regulation
SG - 3B Zoning Code - Reclamation Plans	King County	4	regulation
SP - 1B Infiltration and Exfiltration: Leakproof Piping	King County	4	new program
SP - 2 Groundwater depletion - Backfill	King County	4	new program
ST - 1 Runoff Versus Recharge	King County, Cities	4	regulation
ST - 2 Ground Water Quality Concerns - Zoning	King County, Cities	4	regulation
ST - 4A Coordination Between Surface and Ground Water Planning Efforts: Ecology Programs	Ecology	4	regulation
ST - 4C Coordination Between Surface and Ground Water Planning Efforts: King County	King County	4	regulation
ST - 6 Roadway Runoff	King County	4	regulation
ST - 7 Soil Amendment	King County	4	regulation
SW - 1 Standards	SKCHD	4	regulation
SW - 2 Waste Screening	King County	4	regulation
SW - 3 Abandoned sites	SKCHD	4	new program
UST - 1A Enhance inspection of UST	Cities, King County	4	new program
UST - 1B Augment State UST Program	SKCHD	4	regulation
UST - 2A Exempt Tanks	King County (Task 2)	4	regulation
UST - 2B Exempt Tanks	SKCHD	4	regulation

Table 3.1 Implementation Priorities

Management Strategy	Agency	Priority	Type
WC - 1A Support well decommissioning and abandonment	Cities, Purveyors, King County, Ecology	4	new program
WC - 1B State Program	SKCHD, Ecology	4	new program
WC - 2A Well Identification	SKCHD, King County	4	regulation
WC - 2B Well Identification	Ecology, King County	4	regulation
HM - 7B Transportation-Related Hazardous Material Spills-Management Committee Evaluation	King County	5	research
OS - 2A Hazardous Materials	SKCHD	5	research
PF - 1B Pesticide and Fertilizer Use	King County, Cities	5	research
SP - 1A Sewer Programs	King County	5	research
ST - 2B Ground Water Quality Concerns - Facility Requirements	King County	5	research
ST - 2C Stormwater infiltration study	King County, Cities	5	research
ST - 5 Assessment of storm water facilities	Cities	5	research
ST - 6 Road stormwater facilities	Cities	5	research
ST - 7 Soil amendment study	Cities, Purveyors	5	research
UST - 3A Heating Oil Tanks: Abandonment and Maintenance	King County	5	research
UST - 3B UST location and database	King County, Cities	5	research
WC - 3A Decommissioning cost	King County	5	research
WC - 3B Decommissioning cost	Ecology	5	research
HM - 4 Hazardous Waste Contamination Sites-Site Referral and Public Education	King County	not ranked	
SA - 1A, B SEPA Categorical Exemptions	Purveyors	not ranked	
SA - 1C, D General Policies, SEPA Guidance	Purveyors	not ranked	
SA - 1E Mapping	Cities, Purveyors	not ranked	

Table 3.1 Implementation Priorities

Management Strategy	Agency	Priority	Type
SA - 2 WHPP strategies	Purveyors	not ranked	
SG - 1 Regulatory Modifications	King County	not ranked	
SG - 1 Meet NPDES requirements	Cities	not ranked	
ST - 5 Stormwater Assessment	King County, Purveyors	not ranked	

Table 3.2 Implementing Agencies

Agency	Management Strategy	Priority	Type
King County	DCM - 1 Data Collection Analysis and Management	1	ongiong program
King County	ED - 1 and ED - 2 Education.	1	ongiong program
King County	WQ - 1 Policies and Ordinances	1	regulation
King County	WQ - 2A Data Needs	1	ongiong program
King County	WQ - 4A Conservation	1	ongiong program
King County	ST - 4C coordination between surface and ground water planning	2	comprehensive program
King County	SA - 1B Elimination of categorical exemptions to SEPA	3	regulation
King County	SA - 1D Enhanced environmental review to protect aquifers	3	regulation
King County	HM - 1 State Hazardous Waste Plan-Implementation	4	ongoing program
King County	HM - 5 Implementation of the Uniform Fire Code	4	ongoing program
King County	HM - 6 Implementation of Emergency Planning	4	ongoing program
King County	OS - 1 Nitrate levels	4	new program
King County	PF - 1C Pesticide and Fertilizer Use	4	regulation
King County	SG - 2B Aquifer Impacts and Regulations	4	regulation
King County	SG - 3B Zoning Code - Reclamation Plans	4	regulation
King County	SP - 1B Infiltration and Exfiltration: Leakproof Piping	4	new program
King County	SP - 2 Groundwater depletion - Backfill	4	new program
King County	ST - 1 Runoff Versus Recharge	4	regulation

Table 3.2 Implementing Agencies

Agency	Management Strategy	Priority	Type
King County	ST - 2 Ground Water Quality Concerns - Zoning	4	regulation
King County	ST - 4C Coordination Between Surface and Ground Water Planning Efforts: King County	4	regulation
King County	ST - 6 Roadway Runoff	4	regulation
King County	ST - 7 Soil Amendment	4	regulation
King County	SW - 2 Waste Screening	4	regulation
King County	UST - 1A Enhance inspection of UST	4	new program
King County	UST - 2A Exempt Tanks	4	regulation
King County	WC - 1A Support well decommissioning and abandonment	4	new program
King County	WC - 2A Well Identification	4	regulation
King County	WC - 2B Well Identification	4	regulation
King County	HM - 7B Transportation-Related Hazardous Material Spills-Management Committee Evaluation	5	research
King County	PF - 1B Pesticide and Fertilizer Use	5	research
King County	SP - 1A Sewer Programs	5	research
King County	ST - 2B Ground Water Quality Concerns - Facility Requirements	5	research
King County	ST - 2C Stormwater infiltration study	5	research
King County	UST - 3A Heating Oil Tanks: Abandonment and Maintenance	5	research
King County	UST - 3B UST location and database	5	research
King County	WC - 3A Decommissioning cost	5	research

Table 3.2 Implementing Agencies

Agency	Management Strategy	Priority	Type
Cities	DCM - 1 Data Collection Analysis and Management	1	ongiong program
Cities	ED - 1 and ED - 2 Education.	1	ongiong program
Cities	WQ - 1 Policies and Ordinances	1	regulation
Cities	WQ - 4A Conservation	1	ongiong program
Cities	ST - 4C coordination between surface and ground water planning	2	comprehensive program
Cities	WQ - 3 Water rights records	2	formal agreement
Cities	WQ - 6 Artificial Recharge	2	new program
Cities	SA - 1B Elimination of categorical exemptions to SEPA	3	regulation
Cities	SA - 1D Enhanced environmental review to protect aquifers	3	regulation
Cities	HM - 3 Hazardous Waste Facility Zone Designation	4	regulation
Cities	HM - 5 Implementation of the Uniform Fire Code	4	ongoing program
Cities	HM - 6 Implementation of Emergency Planning	4	ongoing program
Cities	HM - 7A WHPP: assess transportation spills	4	new program
Cities	OS - 1 Nitrate levels	4	new program
Cities	PF - 1C Pesticide and Fertilizer Use	4	regulation
Cities	SG - 3A Sand and gravel sites reclamation policy	4	regulation
Cities	ST - 1 Runoff Versus Recharge	4	regulation
Cities	ST - 2 Ground Water Quality Concerns - Zoning	4	regulation

Table 3.2 Implementing Agencies

Agency	Management Strategy	Priority	Type
Cities	UST - 1A Enhance inspection of UST	4	new program
Cities	WC - 1A Support well decommissioning and abandonment	4	new program
Cities	SP - 1A Sewer Programs	5	research
Cities	ST - 2C Stormwater infiltration study	5	research
Cities	ST - 5 Assessment of storm water facilities	5	research
Cities	ST - 6 Road stormwater facilities	5	research
Cities	ST - 7 Soil amendment study	5	research
Cities	UST - 3B UST location and database	5	research

Table 3.2 Implementing Agencies

Agency	Management Strategy	Priority	Type
Purveyors	DCM - 1 Data Collection Analysis and Management	1	ongiong program
Purveyors	ED - 1 and ED - 2 Education.	1	ongiong program
Purveyors	WQ - 4A Conservation	1	ongiong program
Purveyors	ST - 4C coordination between surface and ground water planning	2	comprehensive program
Purveyors	WQ - 6 Artificial Recharge	2	new program
Purveyors	OS - 1 Nitrate levels	4	new program
Purveyors	WC - 1A Support well decommissioning and abandonment	4	new program
Purveyors	ST - 7 Soil amendment study	5	research

Table 3.2 Implementing Agencies

Agency	Management Strategy	Priority	Type
SKCHD	DCM - 1 Data Collection Analysis and Management	1	ongiong program
SKCHD	WQ - 4B Conservation	1	ongiong program
SKCHD	OS - 2B Hazardous Materials	4	regulation
SKCHD	OS - 3A Household Hazardous Wastes	4	ongoing program
SKCHD	OS - 4 Operation and Maintenance	4	regulation
SKCHD	SW - 1 Standards	4	regulation
SKCHD	SW - 3 Abandoned sites	4	new program
SKCHD	UST - 1B Augment State UST Program	4	regulation
SKCHD	UST - 2B Exempt Tanks	4	regulation
SKCHD	WC - 1B State Program	4	new program
SKCHD	WC - 2A Well Identification	4	regulation
SKCHD	OS - 2A Hazardous Materials	5	research

Table 3.2 Implementing Agencies

Agency	Management Strategy	Priority	Type
Ecology	DCM - 2 Data Collection Analysis and Management	1	new program
Ecology	WQ - 7 Decline Limits	2	new program
Ecology	ST - 4A Coordination Between Surface and Ground Water Planning Efforts: Ecology Programs	4	regulation
Ecology	WC - 1A Support well decommissioning and abandonment	4	new program
Ecology	WC - 1B State Program	4	new program
Ecology	WC - 2B Well Identification	4	regulation
Ecology	WC - 3B Decommissioning cost	5	research
Conservation District	PF - 1A Pesticide and Fertilizer Use	4	form agreement



City of Des Moines

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



February 4, 2004

Mr. Donald Wright, Administrator
South King County Regional Water Association
27224 144th Avenue Southeast
Kent, Washington 98042

Subject: South King County Groundwater Management Plan

Dear Mr. Wright:

Given the fact that the City of Des Moines is served by three water districts, Highline Water District, Lakehaven Utility District, and King County Water District #54; and given the fact that each one of these water districts get all or a portion of their water from ground water; and given that the health and welfare of our community depends on an adequate supply of good quality water; therefore, the City Council concurs with the objectives outlined in the "Concurrence Draft South King County Ground Water Management Plan." What the City of Des Moines can do to address the "Management Strategies" listed in the document is limited due to the fact that water utility, sewer utility and fire service are not provided by the City, but by separate districts. The City can do the following things:

1. Work with the water districts to enhance environmental review in areas identified by the districts as important aquifer recharge areas.
2. The City's Building Division will be using the latest national standards to review any development, which involves hazardous materials.
3. The City continues to work with other agencies in order to improve our emergency response, including our response to hazardous material spills.
4. The City will need to continue monitoring its use of pesticides and fertilizer.
5. The City's Surface Water Utility will continue to evaluate possible locations for recharge versus runoff.
6. The City is using the latest King County, Washington, "Surface Water Design Manual" for the design of public and private projects. This manual includes requirements for both quantity and quality of the stormwater.

ATTACHMENT 4

Donald Wright
South County Groundwater Management Plan
February 4, 2004
Page Two

If you have any questions regarding this letter, please work with Tim Heydon, the City's Public Works Director. His phone number is (206) 870-6522

Sincerely,

Bob Sheckler, Mayor
City of Des Moines

cc: Robert James, Northwest Drinking Water Operations, Washington Department of Health
David Burdick, Project Manager, Department of Ecology, Olympia
Tim Heydon, Public Works Director

AGENDA ITEM

SUBJECT: Des Moines Creek Restoration
Projects - Construction,
Operation and Maintenance
Interlocal Agreement

AGENDA OF: February 12, 2004

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: February 5, 2004

ATTACHMENTS:

- A. Draft Resolution No. 03-280
- B. Draft Interlocal Agreement

CLEARANCES:

- ☒ Finance
- ☒ Public Works
- ☒ Legal

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

Purpose and Recommendation:

The purpose of this report is to seek City Council approval for an interlocal agreement between the parties of the Des Moines Creek Basin Committee for the construction and ongoing operation and maintenance of the Des Moines Creek Restoration Projects.

Suggested Motion:

- 1) "I move to adopt Draft Resolution No. 03-280 regarding the Interlocal Agreement between the City of Des Moines, King County, the City of SeaTac, the Port of Seattle, and the Washington State Department of Transportation, and authorize the City Manager to sign such Agreement substantially in the form as submitted."

Background:

Since 1995, staff from the City of Des Moines, the City of SeaTac, King County, the Port of Seattle and the Washington State Department of Transportation, have worked towards the betterment of the Des Moines Creek watershed. Because of extensive development (with little or no flow controls) within the basin, increasing storm flows have caused severe erosion within the upper sections of the creek and major flooding in the lower sections (mainly Des Moines Beach Park). Valuable fish resources have also been impacted by the deposition of scour material in the lower sections and by man-made barriers to passage, such as the Des Moines Creek culvert below Marine View Drive. Because of this inter-jurisdiction approach, a Basin Plan was developed to stabilize the stream, thereby eliminating scour from high flows and to dramatically reduce the flooding that now occurs in Des Moines Beach Park. The plan also calls for eliminating a significant fish barrier at Marine View Drive by replacing the undersized culvert with a bridge, thereby opening up nearly 2 miles of viable stream for fish habitat.

It should be clearly understood, that this basin plan addresses existing problems and does not nullify the need for mitigation for future development within the basin. Major projects will still

need to meet the drainage standards set forth by the regulating agencies to maintain the goals of this basin plan.

In 1996, the first interlocal agreement was made to develop a basin plan for Des Moines Creek. Completed in 1997, the Basin Plan was funded by the jurisdictions of SeaTac, Des Moines, the Port of Seattle, and King County and identified key watershed problems and issues and developed a prioritized list of capital improvement recommendations. In 1998, a second agreement was made to prepare a preliminary design report and financing plan for projects listed in the Basin Plan, such as the regional storm water detention facility, the bypass pipeline, flow augmentation facility and stream restoration projects. The Marine View Drive (MVD) Bridge was being designed and managed separately by Des Moines. In 2001, a third agreement was made to prepare a final design of the four projects (excluding the MVD Bridge). In recognition of the effort being made by Des Moines for the design and permitting of the MVD Bridge on behalf of the Committee, Des Moines participated only in the project management element of the design interlocal agreement. Also, because of the existing and proposed highways in the basin, the Washington State Department of Transportation (WSDOT) became a Committee member, with the third interlocal agreement.

This is the fourth interlocal agreement between the parties of the Des Moines Creek Basin Committee. The agreement includes construction as well as ongoing operation and maintenance of the major capital improvements recommended in the Des Moines Creek Basin Plan. These projects include the Regional Detention Facility (RDF), the Bypass Pipe, Flow Augmentation Facility, Habitat Enhancement and Restoration Projects, and the Marine View Drive Culvert Replacement (Marine View Drive Bridge).

Following approval of this interlocal agreement by all of the parties, the Marine View Drive Bridge project will be the first of the projects to start. Following completion of the design of the bridge and the renewal of permits, construction of the Marine View Drive Bridge could start as early as July, 2004.

Discussion:

The scope of work and budgets for each of the five projects are described in Attachments 6 through 10 of the Agreement. Attachment 14 of the Agreement shows the anticipated operation and maintenance costs and Attachment 15 shows the replacement costs over a 30-year period. Attachment 13 shows the total project cost for construction, operation and maintenance (O&M), and replacement.

In addition to the construction, O&M costs, and facility replacement costs, the Agreement outlines duties for a Treasurer, a Construction Coordinator, an Oversight and Compliance Coordinator, an O&M Coordinator, and the Project Managers.

Under this Agreement, SeaTac is proposed as the Treasurer and all funds for the construction of the projects, O&M, and facility replacement will be managed through the Treasurer. The cost for the Treasurer is included in the O&M Fund.

SeaTac is also proposed as the Construction Coordinator and will be responsible for the construction coordination of the five projects, keeping the Committee informed of construction

issues and changes, recommending payment for work, and recommending final acceptance of projects. The cost for the Construction Coordinator is included in the Construction Fund.

King County is proposed as the Oversight and Compliance Coordinator and will be responsible for ensuring that the individual projects are in compliance with permits, and provide oversight of construction inspection to ensure that uniform standards are being met and that the projects fulfill their design goals. The cost for the Oversight and Compliance Coordinator is included in the Construction Fund. Although it is feasible that one coordinator could perform both construction coordination as well as oversight and compliance duties, the Committee felt that two separate coordinators should be used to resolve potential decision conflicts, especially costly design changes and change orders. A decision process is shown in Attachment 11 of the Agreement of this process.

King County is also proposed as the O&M Coordinator and shall be responsible for overseeing and coordinating ongoing facility operation and maintenance following construction. The cost for the O&M Coordinator is included in the O&M Fund.

Des Moines will be the Project Manager for construction of the Marine View Drive Bridge; SeaTac will be the Project Manager for the Bypass Pipeline project; King County will be the Project Manager for the Flow Augmentation project and Fish Habitat projects; and the Port of Seattle will be the Project Manager for the Regional Detention Facility. The cost for the Project Managers are included in the individual project budgets.

Attachment 4 is a chart showing the Committee staffing needs.

Alternatives:

To proceed with this Interlocal Agreement, all five parties must agree to its terms. However, City Council may reject this Agreement in its current form or make substantial changes. If so, the Des Moines Creek Committee would need to restructure the Agreement and reroute the Agreement through each party's Board or Council.

Financial Impact:

The total construction cost to the Committee is estimated at roughly \$18.1M. This amount also includes a contingency for each individual project. WSDOT is prepared to contribute an amount matching that of the contribution by the Port, not to exceed \$9M. Des Moines would be contributing \$300,000 as full payment toward the construction of the Restoration Projects (with \$100,000 going toward the MVD Bridge and \$200,000 going toward the remaining projects). Therefore, with the \$18M contributed by WSDOT and the Port, the total construction budget is \$18.3M, allowing for an additional \$200,000 beyond the contingencies of the individual projects. Because SeaTac paid the majority of the costs for the design of the projects (other than the bridge), SeaTac will only be participating in the O&M and Facility Replacement Funds.

The anticipated cost for operation and maintenance of the projects is estimated at \$3.9M over a 30-year period (in 2003 dollars). The annual amount is estimated at \$129,300. Under this Agreement, the annual budget for the first five years of maintenance will be \$130,000, with

Des Moines funding 18% of that amount (\$19,500). The Des Moines contribution rate is roughly the proportion of the drainage basin located within the city limits.

The anticipated cost for facility replacement and improvements is estimated at \$1.87M over a 30-year period (in 2003 dollars). The annual amount is estimated at \$62,250. Under this Agreement, the annual budget for the first five years for the replacement and improvement fund will be \$65,000, with Des Moines funding 18% of that amount (\$11,700).

Attachment 3 of the Agreement shows costs that were necessary to complete the final design and obtain permits in a timely manner and were authorized by the Committee. The total cost for this work is estimated at \$182,454. Under this Agreement, Des Moines will be funding 15% of the cost (\$27,368), which is the cost share specified in the 1997 interlocal agreement.

Attachment 2 of the Agreement shows costs that were incurred by King County for doing early actions for construction related activities. The cost is estimated at \$96,395 and is included in the construction fund total of \$18.1M. The cost for the Oversight and Compliance Coordinator (\$495,000), Construction Coordinator (\$300,000) and project monitoring (\$330,000) is also included in the construction fund total of \$18.1M. Attachment 13 shows the total project costs.

The 2004 SWM Capital Improvement Program costs for the Des Moines Creek Basin Projects does not include the Des Moines contributions for the first year of O&M and Facility Replacement (\$19,500 + \$11,700), and completion of the design (\$27,368). Finance is planning to bring before Council in March a 2004 budget amendment ordinance for capital improvement projects requiring re-appropriation of unspent funds from 2003. The approximately \$60,000 in additional funds for the O&M, Facility Replacement, and design costs for the Des Moines Creek Basin Projects would be included in this 2004 budget amendment ordinance.

Recommendation/Conclusion:

Staff recommends approval of this Interlocal Agreement.

Concurrence:

The Legal Department has reviewed the Agreement as to form and the Finance Department concurs with the methodology for funding the construction, O&M and replacement funds of the projects and using SeaTac as the Treasurer.

PUBLIC WORKS DEPARTMENT'S FIRST DRAFT

02/05/04

DRAFT RESOLUTION NO. 03-280

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing an interlocal agreement between King County, the city of Des Moines, the city of SeaTac, the Washington State Department of Transportation and the Port of Seattle, collectively referred to as the "parties," for the purpose of constructing and operating of, projects to implement the Des Moines Creek Basin Plan.

WHEREAS, the parties share interests within the Des Moines Creek Basin ("basin") and recognize that it contains an extensive natural resource system including streams, lakes, and wetlands which is worthy of restoration and protection to promote water quality, fish habitat, recreation, and flood storage values in the basin, and

WHEREAS, the parties desire to address drainage, flooding, erosion and sedimentation, fish habitat degradation, and water quality problems throughout the basin, and

WHEREAS, existing development in the basin threatens the stability and function of the natural resource system of the basin and has exacerbated flooding, erosion and sedimentation problems, fish habitat degradation, and water quality problems, and

WHEREAS, much of the existing development in the basin was put in before current storm water regulations were in place and thus did not mitigate for the related stream damage, and

WHEREAS, the Des Moines Creek Basin Plan is intended to provide mitigation and storm water improvement for past development and not planned or intended to provide mitigation for future expansion at SeaTac International Airport, and

WHEREAS, present and future development will be constructed with the related storm water facilities to meet current regulations, independent of the projects to implement the Des Moines Creek Basin Plan, and

WHEREAS, the parties recognize that cooperative effort is the most effective and efficient way to protect the basin's natural resource system and to address surface water-related problems, and

ATTACHMENT A

WHEREAS, through previous interlocal agreements, King County, SeaTac, Des Moines and the Port formed the Des Moines Creek Basin Committee ("basin committee") to jointly address stream issues and to develop and implement the Des Moines Creek Basin Plan ("basin plan") which was endorsed by the pertinent legislative bodies, including the Des Moines City Council, and

WHEREAS, the basin plan proposed the construction of capital projects to control damaging stream flows and improve water quality and fish habitat in the basin, and

WHEREAS, King County, SeaTac, Des Moines and the Port previously authorized preparation of a preliminary design report, which identified a series of capital projects to address surface water needs identified in the basin plan, and

WHEREAS, the Washington State Department of Transportation wishes to contribute to Des Moines Creek basin planning efforts to reduce the effects of surface water runoff from State Routes 509 and Interstate Route 5, which it owns and maintains, and SR 99, which it previously developed, and the effects of future improvements to those routes, and

WHEREAS, the parties wish to cooperate to now construct the proposed capital projects, and to provide the necessary operation and maintenance for those projects and secure a facility repair and replacement fund for the proposed projects, and

WHEREAS, these projects are identified as Des Moines Creek Regional Detention Facility (RDF), Des Moines Creek Bypass Pipeline, Marine View Drive Bridge, Des Moines Creek Low Flow Augmentation Facility, and Habitat Enhancement and Restoration,

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative action; now therefore,

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

Sec. 1. The City Manager is hereby authorized to enter into an interlocal agreement, in substantially the same form attached, for the purpose of constructing and operating of, projects to implement the Des Moines Creek Basin Plan.

Sec. 2. The total construction cost share for Des Moines, as outlined in the interlocal agreement, shall not exceed \$300,000.00.

Sec. 3. The cost share for the Operation and Maintenance Fund and for the Replacement and Improvement Fund for Des Moines, as outlined in the interlocal agreement, shall be 18%.

Sec. 4. The cost share for Amendments to the Previous Scope and Budget for Des Moines, as outlined in Attachment 3 of the interlocal agreement, shall be 15% and shall not exceed \$30,000.

ADOPTED BY the City Council of the City of Des Moines,
Washington this _____ day of _____, 2004 and signed in
authentication thereof this _____ day of _____, 2004.

MAYOR

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

p:\users\linda\doc\agenda\Draft Resolution No. 03-280

Des Moines Creek Restoration Projects Interlocal Agreement

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Des Moines Creek Basin Restoration Projects
Interlocal Agreement

This Agreement is entered into by the City of Des Moines, hereinafter referred to as "Des Moines," the City of SeaTac, hereinafter referred to as "SeaTac," the Port of Seattle, hereinafter referred to as the "Port," the Washington State Department of Transportation, hereinafter referred to as the "STATE", and King County, hereinafter referred to as the "County", and collectively referred to as the "Parties," for the purpose of constructing and operating several projects to implement the Des Moines Creek Basin Plan, jointly prepared by the Parties ("Agreement").

WHEREAS, Des Moines, SeaTac, the Port and the STATE share jurisdiction and services within the Des Moines Creek Basin ("Basin") and recognize that it contains an extensive natural resource system including streams, lakes, and wetlands which are worthy of restoration and protection to promote water quality, fish habitat, recreation, and flood storage values in the Basin; and

WHEREAS, the Parties have worked diligently over the years to protect and preserve the natural resources and aquatic life in Des Moines Creek; and

WHEREAS, the Parties desire to address drainage, flooding, erosion and sedimentation, fish habitat degradation, and water quality problems throughout the Basin; and

WHEREAS, existing development in the Basin has resulted in conditions that threaten the stability and function of the natural resource system of the Basin; and

WHEREAS, the Parties have recognized that cooperative effort is the most effective and efficient way to protect the Basin's natural resource system and to address surface water-related problems across jurisdictions, and have worked through previous interlocal agreements (identified in Attachment 1) to form the Des Moines Creek Basin Committee ("Committee") to

Des Moines Creek Restoration Projects Interlocal Agreement
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1 jointly address stream issues and to develop the Des Moines Creek Basin Plan ("Basin Plan");
2 and

3 WHEREAS, the Basin Plan proposes the construction of capital projects to control
4 stream flows and improve water quality and fish habitat in the Basin; and

5 WHEREAS, the Parties' legislative authorities, excepting the STATE, have endorsed the
6 Basin Plan and have authorized preparation of Final Design documents and application for
7 permits; and

8 WHEREAS, the Basin Plan projects are an integral part of the stormwater strategy for
9 the SR 509 extension and will be submitted by the STATE to meet requirements imposed on
10 the SR 509 project by permit and/or by law; and

11 WHEREAS, if the Basin Plan Restoration Projects are not completed, storm water
12 management facilities will be built for the SR 509 project as required by the WSDOT Highway
13 Runoff Manual, and the Basin Plan Restoration Projects are therefore a highway purpose; and

14 WHEREAS, the Basin Committee has secured permits to authorize initial construction of
15 the proposed Basin Restoration Projects and has applied for other necessary permits; and

16 WHEREAS, the Parties have in good faith taken early actions to assist in completing
17 project designs, providing information needed to obtain permits and to allow timely
18 construction; and

19 WHEREAS, the Basin Committee intends to reimburse those Parties who funded early
20 actions on behalf of the Basin Restoration Projects; and

21 WHEREAS, the Basin Committee intends to reimburse those Parties who funded
22 ongoing activities approved by the Committee as necessary to complete work and secure
23 permits authorized by the previous Interlocal Agreement for Final Design and Permitting; and

24 WHEREAS, the Parties recognize and appreciate the contribution made by King County
25 in funding five percent of the planning and engineering costs for development of the Basin Plan
26 and in making available the expertise and assistance of County staff; and

Des Moines Creek Restoration Projects Interlocal Agreement

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WHEREAS, the Parties recognize and appreciate the contribution made by the Port of Seattle in providing easements to construct the Regional Detention Facility and portions of the Bypass Pipe; and

WHEREAS, the Parties recognize and appreciate the contribution made by SeaTac in providing easements to construct portions of the Bypass Pipe and significant funding for project development; and

WHEREAS, the Parties recognize and appreciate the contribution made by the STATE in providing easements to construct portions of the Bypass Pipe; and

WHEREAS, the Parties recognize and appreciate the contribution made by Des Moines in performing the planning, engineering, and permitting for construction of the Marine View Drive Bridge, and for providing the easements necessary to construct portions of the Bypass Pipe; and

WHEREAS, the Parties recognize and appreciate the donation of the abandoned sewer line and outfall by the Midway Sewer District; and

WHEREAS, pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act, the Parties are each authorized to enter into an agreement for cooperative action;

NOW THEREFORE, the Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide the means by which the Parties, acting through a joint board under the authority of RCW 39.34.030(4)(a), hereinafter referred to as "the Basin Committee" or the "Committee", will cooperate to conduct and fund the following Basin Plan implementation activities as more fully described herein:

A. Funding and managing the construction of capital projects, known as the Des Moines Creek Basin Restoration Projects (hereinafter referred to as "Projects"), addressing surface water and fish habitat issues within the Basin. Specific projects include the Regional Detention Facility, the Bypass Pipe, the Flow Augmentation Facility, the Habitat Enhancement and Restoration Projects, and the Marine View Drive Culvert Replacement.

Des Moines Creek Restoration Projects Interlocal Agreement

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- 1 B. Funding and managing ongoing operation and maintenance (O&M) of the Projects. O&M
2 activities are intended to maintain compliance with permit conditions, to optimize operation
3 of the Projects to maximize environmental benefits, to respond effectively to emergency
4 conditions, and to provide for funding of necessary annual operations and maintenance
5 including short-term adaptive management and long-term major maintenance due to aging
6 or unforeseen circumstances.
- 7 C. Ongoing monitoring of project effectiveness to document compliance with permitting
8 conditions and to quantify effectiveness of the projects in meeting environmental
9 improvement, hydrologic and engineering design goals. Monitoring results will serve as the
10 basis for any changes proposed to the Projects as part of an adaptive management program
11 addressing ongoing O&M issues.
- 12 D. Authorize reimbursement for some of the Parties, as shown in Attachment 2, for early
13 actions taken to complete tasks which were not included in any previously approved scope
14 of work but that were needed to complete project design, provide information needed to
15 obtain permits and/or allow timely progress towards construction.
- 16 E. Authorize amendment of the Scope and Budget approved under the previous Interlocal
17 Agreement for Final Design and Permitting of the Basin Restoration Projects ("Design
18 Interlocal Agreement") as shown in Attachment 3. This budget amendment is for actions
19 which were beyond the Scope and Budget of the Design Interlocal Agreement, and were
20 previously approved by the Committee as necessary to complete work and obtain permits in
21 a timely manner.
- 22 F. Creation and management of a Replacement and Improvement Fund, a Construction Fund,
23 and an O&M Fund to provide for collection and distribution of funds necessary for
24 construction and ongoing operation and maintenance of the Projects.
- 25 G. Establishment of an administrative structure to continue the Basin Committee and to provide
26 it with the mechanisms needed to manage the construction and operation of the Basin Plan
27 Restoration Projects.

29 II. PROJECT ADMINISTRATION AND COORDINATION

30 All construction and ongoing operation and maintenance activities shall be performed under the
31 management of the Des Moines Creek Basin Committee.

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A. Basin Committee Organization

1. Overall project management and direction will be performed by the Committee, which will meet once a month or as otherwise scheduled to review project work products and approve necessary changes to project activities including amending the Scope of Work and Budget, authorizing the Treasurer to make payments, approving design changes, and other necessary oversight activities related to the construction and operation of the Projects.
2. The Committee will be composed of one voting member each from SeaTac, Des Moines, the Port, the STATE, and King County. A quorum for a meeting is representation or a proxy from all Committee voting members. Upon the end of construction and final acceptance of all Projects by the Basin Committee, the memberships of the STATE and King County shall terminate, and all rights, obligations, duties, and liabilities of the STATE and King County under this Agreement shall terminate and cease to exist except that King County retains the right to collect costs previously incurred hereunder. Both the STATE and King county may continue to provide input to the Basin Committee, but not as members of the Committee. Midway Sewer District shall be invited to participate as a non-voting member of the Basin Committee.
3. Each Party shall appoint one representative to serve on the Committee. The SeaTac and Des Moines representative shall be appointed by the City Manager, the STATE representative shall be appointed by the Urban Corridors Administrator, the Port representative shall be appointed by the Aviation Division Deputy Managing Director, and the King County representative shall be appointed by the Director of King County Department of Natural Resources and Parks. Additional staff persons of the Parties are welcome to attend Basin committee meetings to support Committee activities.
4. The Committee shall continue to operate as a project management team, reaching decisions by consensus with all parties represented at the meeting, except that in the case of emergency meetings decisions will be by consensus of the Parties present. Consensus shall mean a unanimous agreement of all the voting Parties to proceed in a specified manner. Issues that cannot be decided by consensus by the Basin Committee will be referred as needed to each of the officials appointing the representatives for resolution.

Des Moines Creek Restoration Projects Interlocal Agreement

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1 In the event that these officials do not reach agreement within 30 days, the issue shall be
2 submitted to binding arbitration.

3 5. The Committee shall elect a Chairperson from among the voting members to serve a two
4 year term.

5 B. Committee Powers and Responsibilities

6 1. The Committee shall meet regularly to consider issues relating to the construction and
7 operation of the Projects, and to reach timely decisions on proposed project changes as
8 described in Section IV (Project Changes).

9 2. The Committee shall approve a Scope of Work and Budget for all activities relating to
10 the construction and operation of the Projects.

11 3. The Committee shall manage and direct each of the Parties that are authorized under this
12 Agreement to enter into contracts, as more fully set forth below, to accomplish specific
13 project activities as outlined further in this Agreement.

14 4. The Committee shall hold all permits for the Projects, except for the Marine View Drive
15 Culvert Replacement project permits which shall be held by Des Moines.

16 5. The Committee shall serve as the final authority for any proposed design changes, except
17 the Committee may delegate approval of certain change orders and design changes to the
18 Construction Coordinator and the Oversight and Compliance Coordinator or Project
19 Managers as identified in section IV (Project Changes)

20 6. The Committee shall annually review a proposed Scope of Work and Budget submitted
21 by the Operations and Maintenance Coordinator to fund O&M activities for the following
22 year.

23 7. The Committee shall set an annual charge for each Party's contribution to the Operation
24 and Maintenance Fund, except that neither the STATE nor King County shall be required
25 to contribute to this Fund. The Committee shall establish the annual charge for each
26 calendar year by September 1st of the preceding year.

27 8. The Committee shall establish an annual charge for each Party's contribution to the
28 Replacement and Improvement Fund, except that neither the STATE nor King County
29 shall be required to contribute to this Fund. The Committee shall establish the charge for
30 each calendar year by September 1st of the preceding year.

Des Moines Creek Restoration Projects Interlocal Agreement

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9. The Committee shall authorize the Treasurer to make payments for approved activities as described in Section II.F.1 (Staff Duties - Treasurer).

10. The Committee shall elect a Chair.

11. The Committee may authorize a Party to hire a coordinator on behalf of the Committee.

C. Committee Member Duties

1. The Committee member of each Party shall make every effort to attend all regular meetings of the Basin Committee.

2. When an appointed member cannot attend a Committee meeting the appointing Party shall send a substitute fully authorized to act on behalf of the Party, or provide another Party with a proxy vote for any decisions before the Committee. To exercise a proxy, the absent Party must notify the Chair orally or in writing prior to the meeting of their intended absence, the Party to which they have assigned their proxy, and any limits on that proxy. The Chair may be designated as proxy. No member may vote more than one proxy.

3. The Parties shall make every effort to support timely decision-making by the Committee. Should a Committee decision be held in abeyance for two of more regularly scheduled meetings due to consecutive absences of one Party, the Committee may at their discretion choose to proceed with decision-making for any or all of the issues held in abeyance by the absences.

4. Each of the Parties shall make every effort to have their appointed representative attend emergency meetings of the Committee or to send a substitute authorized to take action. Given the inherent time-sensitive nature of emergency meetings, decisions shall be made by consensus of the Parties in attendance. Members are authorized to delegate proxy authority to any of the other Parties, providing the chair is notified by the absent Party prior to the start of the meeting.

D. Committee Chair Duties

1. The Chair of the Committee shall serve as the primary contact person for the Committee for communications relating to the construction and operation of the Projects. The Chair shall serve as the recipient of mail and other forms of communication intended for the Committee and shall provide copies of such communications in a timely manner to the appropriate Parties and staff.

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2. The Chair shall schedule regular meetings of the Committee and shall communicate the time and location of the scheduled meetings to other Parties and affected staff at least two weeks prior to any regular meeting.
3. The Chair shall call emergency meetings whenever an emergency situation calls for rapid decisions by the Committee. Emergency meetings may be called with 24 hour notice.
4. The Chair shall set the agenda for regular and emergency meetings and shall prepare minutes for all meetings of the Committee.
5. The Chair shall recognize the proxy of any Party which has requested proxy representation prior to the start of a meeting. For instances where the Chair has been assigned the proxy for the absent member, the Chair shall vote the proxy.
6. The Chair's term shall be 2 years.
7. The Chair is authorized to sign documents on behalf of the Committee.

E. Committee Staffing

1. The Parties hereby authorize one or more of the Parties to act on their behalf in order to accomplish specific project activities as described herein, and authorize the Committee to compensate those Parties for their activities on behalf of the Parties. The Parties so authorized may, on behalf of all the Parties, under the Committee's management and direction, provide staff and let contracts as necessary to carry out the specific project activities assigned. Attachment 4 shows identified Committee staff positions and their reporting structure.
2. The Committee shall appoint one Member to serve as Treasurer which may be a single individual or an entity. A Scope of Work and Budget for the duties of Treasurer shall be developed and approved by the Committee, and the Committee is hereby authorized to approve funding for this position, which funding shall be included in the Operations and Maintenance Fund, and which funding shall not exceed the actual costs incurred in performing the duties of this position. The Treasurer for the Committee shall be SeaTac, until such time as the Committee appoints another Party to serve as Treasurer.
3. The Committee shall appoint a Construction Coordinator which may be a single individual or an entity. The position of Construction Coordinator shall be dissolved upon completion of construction and final acceptance of the projects. A Scope of Work and

Des Moines Creek Restoration Projects Interlocal Agreement

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Budget for the duties of Construction Coordinator shall be developed and the Committee is hereby authorized to approve the funding for this position, which funding shall be included in the Construction Fund and which funding shall not exceed the actual costs incurred in performing the duties of this position. The Construction Coordinator shall be SeaTac until such time as the Committee appoints another Party to serve as Construction Coordinator.

4. The Committee shall appoint an Oversight and Compliance Coordinator which may be a single individual or an entity. The position of Oversight and Compliance Coordinator shall be dissolved upon the completion of construction and final acceptance of the projects. A Scope of Work and Budget for the duties of Oversight and Compliance Coordinator shall be developed and the Committee is hereby authorized to approve the funding for this position, which funding shall be included in the Construction Fund and which funding shall not exceed the actual costs incurred in performing the duties of this position. The Oversight and Compliance Coordinator shall be King County until such time as the Committee appoints another Party to serve as Oversight and Compliance Coordinator.

5. The Committee shall appoint an Operations and Maintenance Coordinator which may be a single individual or an entity. A Scope of Work and Budget for the duties of Operations and Maintenance Coordinator shall be developed and the Committee is hereby authorized to approve the funding for this position, which funding shall be included in the Operations and Maintenance Fund and which funding shall not exceed the actual costs incurred in performing the duties of this position. The Operations and Maintenance Coordinator shall be King County until such time as the Committee appoints another Party to serve as Operations and Maintenance Coordinator.

6. The Committee shall appoint a Regional Detention Facility (RDF) Project Manager which may be a single individual or an entity. A Scope of Work and Budget for the duties of RDF Project Manager shall be developed and the Committee is hereby authorized to approve the funding for this position, which funding shall be included as an RDF project cost and which funding shall not exceed the actual costs incurred in performing the duties of this position. The RDF Project Manager shall be the Port until such time as the Committee appoints another Party to serve as RDF Project Manager.

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- 1 7. The Committee shall appoint a Bypass Pipe Project Manager which may be a single
2 individual or an entity. A Scope of Work and Budget for the duties of Bypass Pipe
3 Project Manager shall be developed and the Committee is hereby authorized to approve
4 the funding for this position, which funding shall be included as a Bypass Pipe project
5 cost and which funding shall not exceed the actual costs incurred in performing the duties
6 of this position. The Bypass Pipe Project Manager shall be SeaTac until such time as the
7 Committee appoints another Party to serve as Bypass Pipe Project Manager.
- 8 8. The Committee shall appoint a Habitat Enhancement and Restoration Project Manager
9 which may be a single individual or an entity. A Scope of Work and Budget for the
10 duties of Habitat Enhancement and Restoration Project Manager shall be developed and
11 the Committee is hereby authorized to approve the funding for this position, which
12 funding shall be included as a Habitat Enhancement and Restoration project cost and
13 which funding shall not exceed the actual costs incurred in performing the duties of this
14 position. The Habitat Enhancement and Restoration Project Manager shall be King
15 County until such time as the Committee appoints another Party to serve as Habitat
16 Enhancement and Restoration Project Manager.
- 17 9. The Committee shall appoint a Flow Augmentation Project Manager which may be a
18 single individual or an entity. A Scope of Work and Budget for the duties of Flow
19 Augmentation Project Manager shall be developed and the Committee is hereby
20 authorized to approve the funding for this position, which funding shall be included as a
21 Flow Augmentation project cost and which funding shall not exceed the actual costs
22 incurred in performing the duties of this position. The Flow Augmentation Project
23 Manager shall be King County until such time as the Committee appoints another Party
24 to serve as Flow Augmentation Project Manager.
- 25 10. The Committee shall appoint a Marine View Drive Culvert Replacement Project
26 Manager which may be a single individual or an entity. A Scope of Work and Budget for
27 the duties of Marine View Drive Culvert Replacement Project Manager shall be
28 developed and the Committee is hereby authorized to approve the funding for this
29 position, which funding shall be included as a Marine View Drive project cost and which
30 funding shall not exceed the actual costs incurred in performing the duties of this

Des Moines Creek Restoration Projects Interlocal Agreement

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position. The Marine View Drive Project Manager shall be Des Moines until such time as the Committee appoints another Party to serve as Marine View Drive Project Manager.

11. The Committee may, at its discretion, appoint a Party to hire a Basin Committee Coordinator. A Scope of Work and Budget shall be developed and the Committee is hereby authorized to approve the funding for this position, which funding shall be included in the Operations and Maintenance Fund.

F. Staff Duties

1. Treasurer

- a) The Treasurer shall set up, manage, and oversee the management of the Replacement and Improvement Fund, the Construction Fund and the O&M Fund.
- b) The Treasurer shall provide the Committee with a quarterly update of the status of the Construction Fund, and a semi-annual update of the status of the Replacement and Improvement Fund and the O&M Fund.
- c) The Treasurer shall bill the Parties for their contributions to the Construction Fund as provided for in this Agreement, and their annual contributions to the Replacement and Improvement Fund and the O&M Fund, as described in Section VI (Costs) of this agreement.
- d) The Treasurer shall hold moneys collected for each Fund in separate accounts. Any interest collected shall remain in that account for that Fund.
- e) The Treasurer shall issue payments to Parties or their contractors for work performed in accomplishing the duties and responsibilities identified by an approved project Scope of Work, provided such payment requests are within the approved project Budget and for work within the scope of the contract. Approval of payments shall be certified by one of the following: the Construction Coordinator, the Committee Chair or the Committee.
- f) The Treasurer shall issue payments within 30 days of receiving an approved invoice.
- g) The Treasurer shall maintain records and reports sufficient to satisfy state audits, and shall retain records for at least six years after completion of each contract

2. Construction Coordinator

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- a) The Construction Coordinator shall serve as a single point of contact for construction related activities, acting under the direction and management of the Committee.
- b) The Construction Coordinator in cooperation with the designated Project Managers shall prepare recommendations to the Committee on the number of contracts, the Scope of Work and Budget for each contract, and the management and oversight conditions of specific contracts needed to construct the Projects as directed by the Committee.
- c) The Construction Coordinator shall obtain Committee approval of a Scope and Budget prior to any contracts for construction being entered into by any of the designated Parties through their appointed Project Manager
- d) The Construction Coordinator shall oversee the change order and design change processes, as described in Section IV (Project Changes).
- e) The Construction Coordinator shall provide certification to the Treasurer indicating the Construction Coordinator's approval to proceed with making payments for specific Project costs.
- f) The Construction Coordinator shall provide the Committee with a monthly update of the status of all Projects and a report listing approved change orders and design changes, current schedule for completion, costs to date, budget status and trends, identification of any coordination difficulties, current status of all contracts, a summary of contractor performance, forecast cost to complete the projects, lessons learned, and other such information as requested by the Committee.
- g) The Construction Coordinator shall recommend to the Committee when to proceed with final acceptance of Projects.
- h) Upon completion of construction and final acceptance of the Projects, the position of Construction Coordinator shall be dissolved and any remaining responsibilities shall be turned over to the O&M Coordinator

3. Oversight and Compliance Coordinator

- a) The Oversight and Compliance Coordinator shall assist the Construction Coordinator in the management of the change order and design change process as described in section IV (Project Changes).

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- b) The Oversight and Compliance Coordinator shall prepare a monthly report to the Committee detailing the effectiveness of permit compliance and monitoring activities for the Projects both individually and collectively.
- c) The Oversight and Compliance Coordinator shall provide oversight of erosion control and monitoring to ascertain that construction of the Projects individually and collectively adheres to permit and reporting requirements and design goals.
- d) The Oversight and Compliance Coordinator shall work in cooperation with the Construction Coordinator and the Project Managers to develop a monitoring program sufficient to provide data needed for permit compliance, to document the effectiveness of the Projects in fulfilling their hydrologic design and natural resource restoration goals, and to serve as the basis of an adaptive management program.
- e) The Oversight and Compliance Coordinator shall provide oversight of construction inspection and testing to ascertain that there are uniform standards and reliable results among the Projects,
- f) The Oversight and Compliance Coordinator shall monitor the individual Project Managers to ensure that the Projects are consistent with permit requirements and are well integrated with other construction activities in the vicinity.
- g) The Oversight and Compliance Coordinator shall work in cooperation with the Construction Coordinator and affected local public works, fire and safety officials, to develop an Emergency Response Plan detailing how the Projects will be operated in the event of emergencies, detailing how decision-making will occur during emergencies, and detailing specific roles and responsibilities for carrying out the actions necessary to protect public health and safety and assure the safe and effective ongoing operation of the Projects. The Emergency Response Plan shall be completed and approved prior to final acceptance of the projects.
- h) The Oversight and Compliance Coordinator shall be responsible for arranging for regular meetings and field reviews by the resource agencies.
- i) The Oversight and Compliance Coordinator shall recommend to the Committee when to proceed with final acceptance of Projects.

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- j) Upon completion of construction and final acceptance of the Projects, the position of Oversight and Compliance Coordinator shall be dissolved and any remaining responsibilities shall be turned over to the O&M Coordinator.

4. Operations and Maintenance Coordinator

- a) The O&M Coordinator shall oversee the ongoing operation and maintenance of the Projects upon completion of construction and final acceptance of the Projects.
- b) The O&M Coordinator shall oversee operations and ascertain whether the ongoing operation of the Projects complies with permit conditions, including all long term monitoring and reporting responsibilities, and provide the Committee with timely advice on the status of Project operations.
- c) The O&M Coordinator shall develop an annual budget and scope of work addressing O&M activities for the following year, which shall be submitted to the Committee for approval prior to July 1st each year. The budget shall include the estimated Operation & Maintenance budget, estimated annual contributions for each Party, forecasted expenditures for current year and any remaining balance from previous years. This budget shall be forwarded to each of the Parties for review and for appropriation action, if required by the legislative or administrative processes and procedures of that Party.
- d) The O&M Coordinator shall adhere to the approved Scope and Budget for annual O&M activities.
- e) The Parties hereby authorize the O&M Coordinator, under the direction and management of the Committee, to enter into the contracts necessary to accomplish ongoing operation and maintenance of the Projects. The O&M Coordinator shall obtain committee approval of a Scope and Budget for each contract, and the management and oversight conditions of specific contracts needed to carry out the purposes of the Committee. A list of anticipated O&M contracts is given in Attachment 5.
- f) The O&M Coordinator shall prepare annual recommendations on the number of contracts, the tasks within each contract, and the management and oversight of specific contracts needed to provide for the ongoing operation and maintenance of the Projects.

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- 1 **g)** The O&M Coordinator shall prepare updates to the Emergency Response Plan as
2 needed. All updates to the Emergency Response Plan shall be approved by the
3 Committee prior to implementation.
- 4 **h)** The O&M Coordinator shall bring all proposed changes in approved O&M
5 activities to the Committee for their approval prior to implementation, excepting
6 emergency actions which may be implemented immediately providing the changes
7 in emergency activities adhere to the adopted Emergency Action Plan whenever
8 possible.
- 9 **i)** The O&M Coordinator shall oversee all Adaptive Management efforts associated
10 with the ongoing operation and maintenance of the Projects, and shall prepare a
11 report to the Committee at no more than 5 year intervals with specific
12 recommendations for any changes to Project O&M suggested by the results of the
13 adaptive management program.
- 14 **j)** The O&M Coordinator shall oversee the implementation of the Emergency
15 Response Plan, and shall work with appropriate local public works, fire and safety
16 officials to perform an annual emergency response training event.
- 17 **k)** The O&M Coordinator shall prepare a semi-annual report to the Committee
18 detailing the status of Projects, any suggested operational changes, and a record of
19 maintenance activities undertaken in the half-year. The report shall be submitted
20 as part of the annual O&M budget review.
- 21 **l)** The O&M Coordinator shall assume any remaining duties of the Oversight and
22 Compliance Coordinator and the Construction Coordinator when those positions
23 are dissolved at the completion of construction and final acceptance of Projects.

5. Project Managers

- 25 **a)** The Parties hereby authorize Project Managers, under the direction and
26 management of the Committee, to enter into contracts for the construction of their
27 respective individual project, provided such contracts adhere to the approved Scope
28 and Budget for their Project.
- 29 **b)** Project Managers shall be responsible for the administration of contracts and
30 agreements necessary to accomplish the construction of their Project in a timely
31 fashion.

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- c) Project Managers shall work in cooperation with the Construction Coordinator and the Oversight and Compliance Coordinator to ensure that contracts and agreements for their Project are consistent with permit requirements and other agreements, are within the Committee approved Scope and Budget for the Project and are consistent with the Committee's design goals.
- d) Project Managers shall work in cooperation with the Oversight and Compliance Coordinator to ensure that construction inspection and testing are uniform and reliable across all Projects, and are performed in a timely manner.
- e) Project Managers shall work in cooperation with the Oversight and Compliance Coordinator and the Construction Coordinator to ascertain that Committee staff and their representatives (to include contractors) have the necessary access to the site to confirm that specific Projects are being constructed in compliance with permit conditions, monitoring needs, design goals, and contract plans and specifications.
- f) Project Managers shall perform or arrange for appropriate construction inspection and testing as called for by the Scope of Work.
- g) Project Managers shall adhere to the design change and change order process described in Section IV (Project Changes) and shall obtain permission through the Construction Coordinator and the Oversight and Compliance Coordinator for any change orders or proposed design changes that exceed their authority.
- h) Project Managers shall provide a monthly progress report to the Construction Coordinator which shall include all change orders approved under the Project Manager's authority, current schedule for completion, costs to date, budget status and trends, identification of any coordination difficulties, current status of all contracts, a summary of contractor performance, forecast cost to complete the project, lessons learned, and other such information as requested by the Construction Coordinator.

6. Basin Committee Coordinator

- a) A Basin Committee Coordinator may be authorized by the Committee to be appointed and funded by one of the Parties. If so appointed, the Basin Committee Coordinator shall serve as a meeting facilitator for the Committee, prepare agenda

and meeting notes, prepare issue papers and other documents as needed to assist the Committee in analyzing issues and reaching decisions.

b) The Basin Committee Coordinator shall serve at the discretion of the Committee.

c) The Basin Committee Coordinator shall perform other duties as assigned by the Committee.

III. PROJECT ACTIVITIES

All plans, specifications and cost estimates shall be prepared in accordance with the current State of Washington Standard Specifications for Road, Bridge and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted. The following activities will be accomplished under the direction and management of the Committee:

A. Construction of a Regional Detention Facility (RDF) to increase the ability of the wetland to store excess stream flows, to replace invasive and non-native wetland plants with native wetland plants and to provide conditions conducive to water quality improvements and improvements in stream flows. The RDF will consist of excavations around the perimeter of the Northwest Ponds wetlands, plantings in excavated areas, construction of two berms and associated control structures, construction of diversion piping, relocation and restoration of 2100 feet of stream channel and restoration of the riparian corridor along both existing and relocated creek segments north of South 200th Street. Construction of the RDF is described in the attached Scope of Work and Budget (Attachment 6).

B. Construction of the Bypass Pipe to allow destructive volumes of existing stream flows to be removed from sensitive natural stream sections and conveyed through a single-use stream Bypass Pipe directly to Puget Sound, where it will discharge on the slope of the stream delta at a depth of approximately 135 feet below sea level. Construction of the Bypass Pipe is described in the attached Scope of Work and Budget (Attachment 7).

C. Construction of a Flow Augmentation Facility to allow for addition of groundwater to the stream during times of extremely low stream flows, for the purpose of sustaining a minimal level of aquatic life in the streams low flow channel. Final design and construction of the Flow Augmentation Facility is described in the attached Scope of Work and Budget (Attachment 8).

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- 1 D. Construction of the Habitat Enhancement and Restoration Projects to stabilize habitat
2 structures and increase the quantity and quality of aquatic habitat within Des Moines Creek,
3 between South 200th Street and Puget Sound. Final design and construction of the Habitat
4 Enhancement and Restoration Projects is described in the attached Scope of Work and
5 Budget (Attachment 9).
- 6 E. Construction of the Marine View Drive Culvert Replacement to remove the existing culvert,
7 which constrains the stream and blocks migration of fish, and replace it with a bridge.
8 Construction of the Marine View Drive Culvert Replacement is described in the attached
9 Scope of Work and Budget (Attachment 10).
- 10 F. Oversight and monitoring of the Projects during the construction phase to ascertain
11 compliance with design goals, permit requirements, monitoring requirements, erosion
12 control requirements, and appropriate guidelines.
- 13 G. Ongoing Operation and Maintenance of the Projects after construction and final acceptance
14 of the Projects, including but not limited to maintenance and operation of constructed
15 structures, maintenance and replanting of wetland plantings, maintenance and replanting of
16 streamside vegetation, bank protection activities, maintenance of aquatic habitat structures,
17 control of invasive plant species, preparation and implementation of emergency action plans,
18 control of wildlife hazards in the vicinity of the projects, and the administration of the
19 adaptive management program once construction is completed.
- 20 H. Creation and ongoing management of a Construction Fund to collect and manage funds
21 necessary to pay for construction of the Projects.
- 22 I. Creation and ongoing management of a Replacement and Improvement Fund to collect and
23 manage funds necessary to pay for replacement of project features which suffer damage, and
24 to pay for any improvements found necessary as a result of the monitoring and adaptive
25 management program or as the result of changing watershed conditions.
- 26 J. Creation and ongoing management of an Operation and Maintenance Fund to collect and
27 manage funds necessary to pay for the ongoing operation of the projects and to fund normal
28 maintenance activities for the Projects.
- 29
30
31

IV. PROJECT CHANGES

- A. Changes to Project designs which change the fundamental functioning of a significant project feature, as determined by the Engineer of Record, and so risk altering the delicate compromise of design issues which were considered during the design of the Restoration Projects, shall be known as Design Changes.
- B. Changes to the Project designs which do not change the fundamental functioning of project features, but instead affect contracting agreements for the projects such as quantities, materials chosen or the specific technique used to accomplish a task, shall be known as Change Orders.
- C. The Design Change and Change Order process is shown on Attachment 11. Project Managers are authorized to approve Change Orders which do not exceed the lesser of \$25,000 or 10% of project contingency, or which do not extend the completion date of the project by 7 days or more. All other requests for Change Orders and all Design Changes will be forwarded to the Construction Coordinator.
- D. The Construction Coordinator is authorized to approve Change Orders that are within the Scope and Budget of the individual projects provided that they do not exceed 10% of the project contingency, providing the Oversight and Compliance Coordinator concurs with the recommended change.
- E. The Construction Coordinator shall forward to the Committee all requests for change orders that are out-of-scope, or out-of-budget, or exceed 10% of Project contingency, or where the Construction Coordinator and the Oversight and Compliance Coordinator could not reach consensus on a recommended action. The Construction Coordinator shall prepare a written report summarizing the proposed change, the affect on Project budgets and schedules, and include any recommendations from the Oversight and Compliance Coordinator. The Committee shall have final authority for all Change Orders that do not meet the requirements of paragraph D (above).
- F. The Construction Coordinator and the Oversight and Compliance Coordinator will consult on all requested Design Changes to determine if review by the Engineer of Record is warranted. The requested Design Change will be forwarded to the Engineer of Record if either or both of the Coordinators requests such review. Upon receipt of the Engineer of Record's review, or if neither Coordinator requests review by the Engineer of Record, the

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Coordinators shall prepare a written report for the Committee as described in paragraph G below.

G. The Construction Coordinator shall forward to the Committee all requests for Design Changes along with a report containing an analysis of the affects of the proposed change on the functioning of the Restoration Projects, the effect on Project budgets and schedules, and a recommended course of action. The Oversight and Compliance Coordinator shall review all proposed Design Changes with the Construction Coordinator to seek consensus on a recommendation to the Committee. When consensus can not be reached, the Oversight and Compliance Coordinator shall independently present their recommendation to the Committee for resolution. The Committee shall have the final authority for approval of Design Changes.

H. The Committee is authorized to modify the Project Change Process as needed to efficiently administer project management responsibilities, provided the proposed changes are approved by all Parties.

V. PARTY RESPONSIBILITIES

A. SeaTac shall:

1. Provide a representative to serve on the Basin Committee and any necessary staff support needed by the Committee member.
2. Provide water quality, fisheries and stream flow data that is collected in the normal course of business and that is relevant to the design, construction or ongoing operations and maintenance of the Projects.
3. Provide necessary easements at no cost for the construction, operation and maintenance of the projects identified in Attachment 12. Title for all property will remain with the original owner. Should any Party withdraw from this agreement, all easement rights of that Party shall terminate and be void.
4. Provide Committee approved staff to fulfill the duties of Treasurer for the Basin Committee.
5. Provide Committee approved staff to fulfill the duties of Construction Coordinator for the Basin Committee.
6. Provide Committee approved staff to fulfill the duties of Bypass Pipe Project Manager.

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B. Des Moines shall:

1. Provide a representative to serve on the Basin Committee and any necessary staff support needed by the Committee member.
2. Provide water quality, fisheries and stream flow data that is collected in the normal course of business and that is relevant to the design, construction or ongoing operations and maintenance of the Projects.
3. Provide necessary easements at no cost for the construction, operation and maintenance of the projects identified in Attachment 12. Title for all property will remain with the original owner. Should any Party withdraw from this agreement, all easement rights of that Party shall terminate and be void.
4. Provide Committee approved staff to fulfill the duties of Marine View Drive Project Manager for the Basin Committee.

C. Port of Seattle shall:

1. Provide a representative to serve on the Basin Committee and any necessary staff support needed by the Committee member.
2. Provide water quality, fisheries and stream flow data that is collected in the normal course of business and that is relevant to the design, construction or ongoing operations and maintenance of the Projects.
3. Provide the Committee with all relevant and timely information relating to the potential design and construction of the airport related projects in the vicinity of the Regional Detention Facility for the purpose of coordinating construction and operation of the surface water management facilities.
4. Provide necessary easements at no cost for the construction, operation and maintenance of the projects identified in Attachment 12. Title for all property will remain with the original owner. Should any Party withdraw from this agreement, all easement rights of that Party shall terminate and be void.
5. Provide Committee approved staff to fulfill the duties of Regional Detention Facility Project Manager.

D. STATE shall:

1. Provide a representative to serve on the Basin Committee until the completion of construction and any necessary staff support needed by the Committee member. At the

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1 completion of construction and final acceptance of the projects, the membership of the
2 STATE on the Committee shall terminate, and all rights, obligations, duties and
3 liabilities of the STATE under this Agreement shall terminate and cease to exist. The
4 STATE may continue to provide input and advice to the Committee, but not as a
5 Committee member.

- 6 2. Provide water quality, fisheries and stream flow data that is collected in the normal
7 course of business and that is relevant to the design, construction or ongoing operations
8 and maintenance of the Projects.
- 9 3. Provide the Committee with all relevant and timely information relating to the potential
10 design and construction of the SR 509 extension projects in the vicinity of the Regional
11 Detention Facility for the purpose of coordinating construction and operation of the
12 surface water management facilities.
- 13 4. Provide necessary easements at no cost for the construction, operation and maintenance
14 of the projects identified in Attachment 12. Title for all property will remain with the
15 original owner. Should any Party withdraw from this Agreement, all easement rights of
16 that Party shall terminate and be void.
- 17 5. The STATE may, if it desires, furnish an inspector for the Projects. Any costs for such
18 inspection will be borne solely by the STATE. All contact between said inspector and
19 the Des Moines Creek Basin Restoration Projects shall be through the Construction
20 Coordinator.
- 21 6. The STATE agrees, upon satisfactory completion of the work involved, to deliver a letter
22 of acceptance which shall include a release and waiver of all future claims or demands
23 of any nature resulting from the performance of the work under this Agreement.
24 Projects shall be in permit compliance at the time of this letter. WSDOT is released
25 from performance of all permit obligations upon delivery of this letter.

26 E. King County shall:

- 27 1. Provide a representative to serve on the Basin Committee and any necessary staff support
28 needed by the Committee member. At the completion of construction and final
29 acceptance of the Projects by the Committee, the membership of the County on the
30 Committee shall terminate. In addition, at the completion of construction and final
31 acceptance of the Projects by the Committee all rights, obligations, duties and liabilities

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of the County under this Agreement except for the right to collect costs previously incurred under this Agreement shall terminate and cease to exist. The County may continue to provide input and advice to the Committee, but not as a Committee member. Upon termination of the County's membership on the Committee, the County may enter into contracts for services to fill positions and accomplish activities described herein.

2. Provide water quality, fisheries and stream flow data that is collected in the normal course of business and that is relevant to the design, construction or ongoing operations and maintenance of the Projects.

3. Provide Committee approved staff to fulfill the duties of Oversight and Compliance Coordinator for the Basin Committee.

4. In the event a contract for services is entered into, provide Committee approved staff to fulfill the duties of Operations and Maintenance Coordinator for the Basin Committee.

5. Provide Committee approved staff to fulfill the responsibilities of Fish Habitat Improvements Project Manager for the Basin Committee.

6. Provide Committee approved staff to fulfill the responsibilities of Flow Augmentation Project Manager for the Basin Committee.

F. Midway Sewer District

1. Midway Sewer District shall be welcomed to participate as a non-voting member of the Committee, should it choose to do so.

VI. COSTS

The Parties agree to share costs incurred by the Committee for the final permitting, construction and ongoing operation and maintenance of the Des Moines Creek Restoration Projects as described below:

A. Construction Costs

1. All costs shown in Attachment 2, Reimbursement for Early Actions, shall be considered construction costs and shall be included as a portion of the overall project costs authorized by this agreement.

2. Total estimated project costs are shown as Attachment 13.

3. STATE agrees to provide up to \$9,000,000 to support the construction of the Basin Restoration Projects provided that the STATE's contribution does not exceed 50% of the overall construction costs and that the STATE's contribution does not exceed the

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Ports contribution. STATE contributions made before July 1st 2005 are not to exceed \$6,800,000. The Committee acknowledges that STATE may receive mitigation credit for portions of this contribution.

4. The Port agrees to provide up to \$9,000,000 to support the construction of the Basin Restoration Projects provided that the Port's contribution does not exceed 50% of the overall construction costs and that the Port's contribution does not exceed the STATE's contribution.

5. Des Moines is acknowledged for providing significant monetary support, staff time and effort on behalf of the Committee in order to secure the design and permitting for the Des Moines Creek Culvert Replacement. In addition, Des Moines agrees to provide \$300,000 to support the construction of the Basin Restoration Projects.

6. SeaTac is acknowledged for providing more than \$860,000 in funding needed to complete the design and permitting of the Des Moines Creek Restoration Projects.

7. Funds will be paid to the Treasurer and will be deposited in the Construction Fund account, to be disbursed in accordance with the Committee approved Scopes of Work and Budgets.

8. Parties shall reimburse the Treasurer within 30 days of receipt of invoice.

9. The Parties agree to submit a final bill to the STATE within forty-five (45) days after completion of construction and final acceptance of Projects.

B. Operations and Maintenance Costs

1. The Committee shall approve an annual Operation and Maintenance budget, which shall identify the funds necessary to fund ongoing O&M of the Basin Restoration Projects, excepting the Marine View Drive Bridge which shall continue to be operated and maintained by Des Moines and the STATE as long as it remains a State Highway. In the event Marine View Drive is no longer a state highway, the operation and maintenance of the Marine View Drive Bridge shall be performed by Des Moines.

2. The Port of Seattle, SeaTac and Des Moines shall be responsible for funding the annual O&M budget. Costs for the operation and maintenance of the Projects, excepting Marine View Drive Bridge, shall be paid 41% by the Port, 41% by SeaTac and 18% by Des Moines.

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3. Annual O&M contributions shall be paid to the Treasurer. 40% of the annual amount shall be paid by April 30th, another 40% by July 1st, and the remaining 20% by October 15th. The initial O&M Fund budget is described in Attachment 14. For the initial 5 years of the project, the annual O&M budget shall be \$130,000. All funds remaining at the end of the year shall remain in the O&M Fund and shall be carried forward for use on O&M activities in future years.

4. Ongoing O&M funding and Replacement and Improvement funding by the cities of the Basin Restoration Projects shall be deemed to be eligible for compliance with RCW Chapter 90.03.525, which requires jurisdictions to annually report on the use of STATE surface water fees. Funds for annual O&M activities and funds for the Replacement and Improvement costs for the Projects, at the discretion of the Cities, may be considered to be from STATE surface water fees paid to the Cities, and successful ongoing operation and annual maintenance of the Projects is considered to show valid and appropriate use of the STATE's surface water fees for roadway impacts.

5. Funds will be paid to the Treasurer and will be deposited in the O&M Fund account, to be disbursed at the direction of the Committee.

C. Replacement and Improvement Costs

1. The Committee shall establish an annual charge for the purpose of accumulating a Replacement and Improvement Fund.

2. The Port, SeaTac and Des Moines shall be responsible for funding the annual contribution to the Replacement and Improvement Fund. Costs for the Replacement and Improvement Fund shall be paid 41% by the Port, 41% by SeaTac and 18% by Des Moines.

3. Committee shall review the supporting documentation that determines the amount of the annual charge for Replacement and Improvement funding every 5 years, and shall consider such changes as are necessary to provide ongoing protection to Des Moines Creek and its biological community. The initial Replacement and Improvement Fund budget is described in Attachment 15. For the initial 5 year period, the annual budget for the Replacement and Improvement Fund shall be \$ 65,000.

4. Funds will be paid to the Treasurer and will be deposited in the Replacement and Improvement Fund account, to be disbursed at the direction of the Committee.

D. Costs Associated with Amendment of the Previous Interlocal Agreement

1. All costs shown in Attachment 3, having been previously approved by the Committee as necessary to complete final design and obtain permits in a timely manner, shall be paid 67% by SeaTac, 13% by Port, 15% by Des Moines and 5% by King County.

E. Cost Over-runs

1. In the unlikely event that construction funds prove insufficient to complete the Projects as scheduled, the Committee may phase construction, seek additional funding or request a renegotiation of this Agreement.

F. Grants

1. Should grants for any of the work become available the Committee is authorized to include and expend the funds and reduce the overall costs of the affected Projects.

VII. BILLING AND PAYMENT

A. Construction Costs

1. The Treasurer shall bill all Parties excepting the STATE 25% of their contribution to the Construction Fund immediately upon the execution of this agreement. The Treasurer shall bill all Parties 50% of their contribution one year after the execution of this agreement depending upon progress of the construction of the Basin Projects. The Treasurer shall bill all Parties the remaining 25% of their contribution at the second anniversary of the execution of this agreement depending upon progress of the construction of the Basin Projects.

2. The STATE, in consideration of the faithful performance of work done by the Basin Committee, agrees to reimburse the Basin Committee for the actual direct and related indirect cost of the work. Estimates of the cost for work to be performed by the Basin Committee at the STATE's expense are included as attachments to this agreement. Partial payments shall be made by the STATE, upon request of the Basin Committee, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.

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3. All Parties shall forward payment to the Treasurer within 30 days of receipt of the invoice.

B. Operation and Maintenance Costs

1. The Treasurer shall bill SeaTac, Port and Des Moines 40% of their annual contribution to the Operation and Maintenance Fund by March 30th of each year. The Treasurer shall bill SeaTac, Port and Des Moines 40% of their contribution by June 1st of each year. The Treasurer shall bill SeaTac, Port and Des Moines the remaining 20% of their contribution by September 15th of each year.

2. SeaTac, Port and Des Moines shall forward payment to the Treasurer within 30 days of receipt of the invoice.

C. Replacement and Improvement Costs

1. The Treasurer shall bill SeaTac, Port and Des Moines 50% of their annual contribution to the Replacement and Improvement Fund by May 1st of each year. The Treasurer shall bill SeaTac, Port and Des Moines the remaining 50% of their contribution by November 1st of each year.

2. SeaTac, Port and Des Moines shall forward payment to the Treasurer within 30 days of receipt of the invoice.

D. Costs Associated with Amendment of the Previous Interlocal Agreement

1. The Treasurer shall bill SeaTac, Port, King County and Des Moines for their portion of the costs shown in Attachment 3 as soon as practicable after execution of this Agreement.

2. SeaTac, Port, King County and Des Moines shall forward payment to the Treasurer within 30 days of receipt of the invoice, and the Treasurer shall forward payment to King County as soon as practicable thereafter..

VIII. DURATION, TERMINATION AND AMENDMENT

A. This Agreement is effective upon signature by the Parties and remains in effect until December 31, 2024.

B. A Party may not end its participation in the Project and withdraw from this Agreement without the written consent of all other parties, and such consent shall not be unreasonably

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withheld. To end participation a Party shall provide 1 year notice and pay all unpaid funding amounts that have been committed through the duration of this Agreement.

Should a Party withdraw the remaining members shall decide whether to continue with the implementation of this Agreement or whether to renegotiate this Agreement.

C. This Agreement may be amended, altered, clarified, or extended only by the written agreement of the Parties hereto. An equitable adjustment in cost or period of performance or both may be made if required by the change.

D. This Agreement is not assignable by any Party, either in whole or in part.

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

IX. COUNTERPARTS

This Agreement may be executed in counterparts.

X. INDEMNIFICATION AND HOLD HARMLESS

The Parties agree to the following:

To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless any other Party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property which are connected with, or are attributable to any negligent acts or omissions of the indemnifying Party, its contractor, and/or employees, agents, and representatives in performing the Party's responsibilities and other work referred to in this

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1 Agreement; provided however, that if the provisions of RCW 4.24.115 apply to any work
2 under this Agreement and any such damages and injuries to persons or property are caused by
3 or result from the concurrent negligence of two or more of the Parties or those Parties'
4 contractors or employees, agents, or representatives, the indemnification applies only to the
5 extent of the negligence of each Party, its contractor or employees, agents, or representatives.
6 Each Party specifically assumes potential liability for actions brought by its own employees
7 against the other Parties and for that purpose the indemnifying Party specifically waives, as
8 respects the other Parties only, any immunity under the Worker's Compensation Act, RCW
9 Title 51; and each Party recognizes that his waiver was the subject of mutual negotiation and
10 specifically entered into pursuant to the provision of RCW 4.24.115, if applicable.

Des Moines Creek Restoration Projects Interlocal Agreement
Page 31

IN WITNESS WHEREOF, the Parties hereto have executed this amendment on the
_____ day of _____, 20____.

Approved as to Form

City of Des Moines:

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

City of SeaTac:

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

Port of Seattle:

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

**Washington State
Department of Transportation:**

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

King County:

By: _____
Title: _____

By: _____
Title: _____

Des Moines Creek Restoration Projects Interlocal Agreement

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ATTACHMENTS

Attachment 1 – List of Previous Interlocal Agreements

Attachment 2 - Reimbursement for Early Action

Attachment 3 – Costs Associated with Amendments to Scope and Budget of the Interlocal Agreement for Final Design and Permitting

Attachment 4 - Committee Staffing

Attachment 5 – Anticipated Operation and Maintenance Contracts

Attachment 6 - Regional Detention Facility Scope of Work and Budget

Attachment 7 - Bypass Line Scope of Work and Budget

Attachment 8 - Flow Augmentation Facility Scope of Work and Budget

Attachment 9 - Fish Habitat Improvements Scope of Work and Budget

Attachment 10 - Marine View Drive Culvert Replacement Scope of Work and Budget

Attachment 11 - Design Change and Change Order Process

Attachment 12- Rights of Way Map

Attachment 13- Total Project Cost

Attachment 14 – Initial O&M Fund Budget

Attachment 15 – Initial Replacement and Improvement Fund Budget

**Des Moines Creek Basin Restoration Projects
Attachment 1
Previous Interlocal Agreements**

Des Moines Creek Basin Plan Development Interlocal Agreement
executed 1/16/96

Development of Basin Committee
Development of hydrologic model
Analysis of current and future conditions
Analysis of alternative responses
Development of Basin Plan Conceptual Design

Amendment to agreement #1

executed 1/15/97

Continuation of Basin Committee
Change in Cost Sharing Agreement
Preliminary Engineering

Des Moines Creek Basin Plan Implementation Interlocal Agreement
Executed 6/17/98

Continuation of Basin Committee
Ongoing Project Management
Development of Preliminary Engineering and Design
Financing Plan

Des Moines Creek Basin Plan Implementation Interlocal Agreement
(GCA-2712) executed 7/30/01

Continuation of Basin Committee
Development of Final Engineering and Design
Preparation of Plans and Specifications
Initial Permitting

Des Moines Creek Basin Restoration Projects
Attachment 2
Reimbursement for Early Actions

These expenditures were incurred, on prior approval by the Basin Committee, by King County as logical early actions to the implementation effort.

These actions were taken in order to resolve technical permitting and final design issues in a sufficiently timely fashion to allow implementation to begin during 2004. Some of these tasks, such as coordination and sampling, are ongoing.

Per Basin Committee agreement, King County is to be reimbursed for these expenditures on behalf of the Committee under the cost-sharing formula in this Interlocal Agreement.

ACOE, DOE, HPA Permit coordination	\$14,871
Additional water level fluctuation reports as required by ACOE	\$4,860
Consultant management and coordination	\$2,929
FAA permit coordination	\$2,899
On-going project management	\$11,000
Develop construction water quality monitoring plan	\$4,000
Technical assistance with value engineering process	\$37,435
Finalize construction cost estimate	\$5,000
Technical assistance with ILA-IV development	\$13,402
TOTAL	\$96,395

**Des Moines Creek Basin Restoration Projects
Attachment 3
Amendments to Previous Scope and Budget**

These expenditures were incurred, on prior approval by the Basin Committee, by King County to cover costs not anticipated by the Des Moines Creek Basin Plan Implementation Interlocal Agreement.

These actions were taken in order to keep resolve technical permitting and final design issues in a sufficiently timely fashion to allow implementation to begin during 2004.

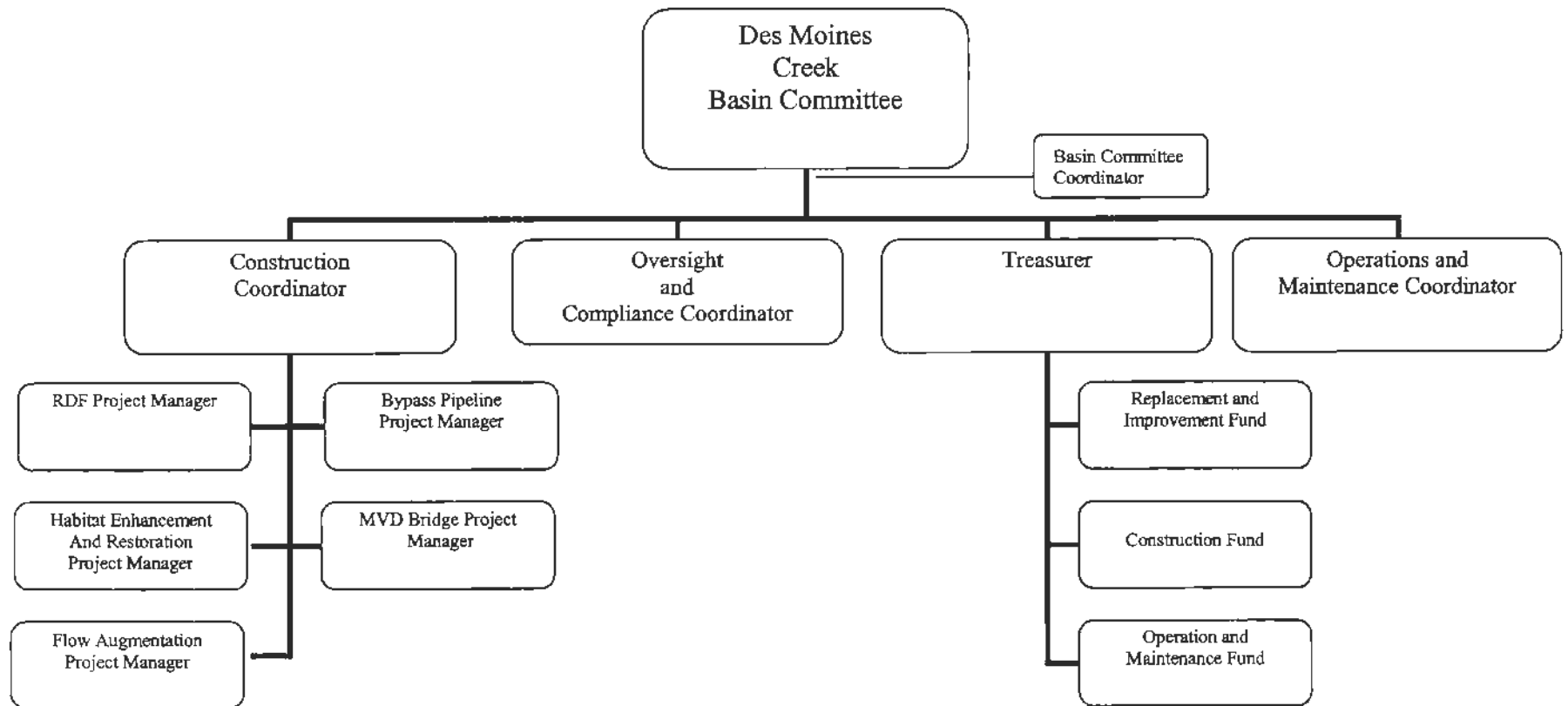
Per Basin Committee agreement, King County is to be reimbursed for these expenditures made on behalf of the Committee under the cost-sharing formula in the Des Moines Creek Basin Plan Implementation Interlocal Agreement GCA-2712 (July 2001).

Additional Survey	\$20,003
Additional Gauging	\$18,275
Geotechnical exploration	\$12,500
Level-I site assessment	\$30,000
Consultant management	\$15,000
Public workshop	\$14, 907
Sewer line TV inspection	\$7,500
Basin committee support	\$5,000
SWPPP preparation	\$10,000
Groundwater monitoring	\$10,000
Extensive Coordination with Port of Seattle	\$10,407
Technical Assistance – development of watershed standard	\$5,763
Easement preparation support	\$9,697
Support for ILA-IV scope development	\$13,402
TOTAL	\$182,454

Des Moines Creek Basin Restoration Projects

Attachment 4

Committee Staffing



Des Moines Creek Basin Restoration Projects
Attachment 5
Anticipated Operation and Maintenance Contracts

<u>Permit and Adaptive Management Monitoring</u>	King County
<u>Invasive Plant Control</u>	
– North of S. 200 th St.	Port of Seattle
– South of S. 200 th St.	King County
<u>Wetland Plant Maintenance</u>	
– North of S. 200 th St.	Port of Seattle
– South of S. 200 th St.	King County
<u>Wildlife Management</u>	Port of Seattle
<u>Operation of Regional Facilities</u>	King County
(subject to emergency management plan to be prepared prior to final acceptance of projects)	
<u>Maintenance of Regional Detention Facility</u>	
- Control Structure, outlet	King County
- Grounds, other features	Port of Seattle
<u>Maintenance of Bypass Pipe</u>	King County
<u>Maintenance of Channel & Habitat Features</u>	
- initial structural features	King County
- plantings north of S. 200 th St.	Port of Seattle
- plantings south of S. 200 th St.	King County
<u>Maintenance of Flow Augmentation Facility</u>	King County
<u>Maintenance of Trail</u>	Cities of SeaTac & Des Moines
<u>Maintenance of Marine View Drive Bridge*</u>	Des Moines, WSDOT

* covered by RCW rather than contract

Des Moines Creek Restoration Projects

Attachment 6

Scope of Work For Des Moines Creek Regional Detention Facility

PURPOSE

The purpose of this document is to generally describe the project goals and the major tasks required for the construction of the Regional Detention Facility (RDF). This is not intended to be a detailed scope of work.

PROJECT GOAL

The construction of the RDF is intended to meet the performance goals for the project established during the basin planning and design efforts previously undertaken by the Des Moines Creek Basin Committee. Implementation of the RDF must comply with the design, specifications, contracts, and permit conditions for this project.

WORK DESCRIPTION

The following is a general summary of tasks that will need to be accomplished to construct the RDF, based on detailed cost estimates developed during final design and permitting. The project will be implemented in a series of coordinated actions to allow for establishment of vegetation in wetland and stream areas prior to activating flow control devices. The order and timing of specific tasks will be established by permit and contract conditions.

Final Plan & Specifications

- Finalize construction plans and specifications per plan sets for Des Moines Creek Regional CIP –Retention/Detention Facility Phase 1 (dated August 20, 2003) and Phase 2 (dated September 17, 2003), as modified by permit conditions.

Easements and Right-of-ways

- Obtain all necessary easements and right-of-ways for construction.

Bid Package & Contract Document Preparation

- Prepare bid packages and contract documents.

Contract Administration

- Advertise construction contract(s).
- Select a contractor and award the contract(s).
- Administer construction contract.

Construction Management

- Manage daily construction activities of the contractors.
- Coordinate project activities with permit agencies and stakeholders.
- Ensure compliance with project schedule and budget.
- Report construction progress to Construction Coordinator.

Pre-construction Survey & Coordination

- Complete construction surveys and field staking.
- Hold construction coordination meetings.
- Establish haul route, traffic control, staging area, clearing and excavation limits, etc.
- Notify permit agencies.
- Relocate utilities as needed for construction.
- Identify sensitive features on site to minimize construction impacts.
- Finalize spill containment and emergency response plan.
- Coordinate safety manual protocols with appropriate personnel.

Site Preparation

- Construct construction access road per plan.
- Install construction fencing, signage, and other necessary steps per the contract.
- Mobilize equipment and construction materials to the site.
- Complete clearing and grubbing of the site per the contract.

Temporary Erosion & Pollution Control

- Install and maintain temporary erosion and pollution control measures.
- Implement street sweeping and dust control measures per the contract.
- Maintain spill clean and containment measures on-site for emergency response.

Construction Elements

- Implement dewatering and flow diversion measures per plan.
- Construct new stream channel per plan.
- Re-grade existing stream channel per the plans and specifications.
- Pre-load and monitor berm site per the plan and specifications.
- Excavate soil from the site per the plan.
- Stockpile excavated soil on-site per the contract.
- Dispose of unsuitable materials per the contract.
- Complete grading per the plan.
- Install flow diversion pipelines in coordination with High Flow Bypass Project.
- Construct berms per the plans and specifications.
- Install flow control structures per the plan and specifications.
- Complete RDF construction of the RDF per the plans and specification.

Construction Inspection

- Inspect temporary erosion and pollution control facilities.
- Provide engineering inspection and testing to ensure project compliance with plans and specifications.
- Ensure regulatory compliance by following the permit conditions.
- Coordinate with monitoring and oversight compliance staff.

Site Restoration

- Establish ground cover to minimize erosion potential per the contract.
- Install landscaping plants per the contracts.
- Place stream habitat structures.

Wildlife Management Facilities

- Install wildlife management facilities per the plan and specifications.
- Coordinate with FAA to ensure compliance.

Project Closeout

- Conduct final inspections
- Survey the completed project and prepare an As built.
- Meet requirements of the contracts for closeout.
- Obtain final approval from the permitting agencies and the Basin Committee.

TOTAL PROJECT COST ESTIMATE

RDF Phase-I	\$2,071,334
RDF Phase-II	\$6,087,986
Construction Management	\$223,350
Total RDF Project Cost	\$8,382,670

The construction cost estimate is based on the “permit ready” plans and subject to changes when 100% final plans are complete.

Des Moines Creek Restoration Projects

Attachment 7

Scope of Work and Budget For Des Moines Creek Bypass Project

PURPOSE

The purpose of this document is to generally describe the project goals and the major tasks required for the construction of the High Flow Bypass Pipeline (Bypass) Project. This is not intended to be a detailed scope of work.

PROJECT GOAL

The construction of the Bypass is intended to meet the performance goals for the project established during the basin planning and the design efforts previously undertaken by the Des Moines Creek Basin Committee. Implementation of the Bypass must comply with the design, specifications, contracts, and permit conditions for this project

WORK DESCRIPTION

The construction of Bypass will require a series of coordinated effort as indicated in construction plans, specifications, bid package, and the contracts. The following is a general summary of tasks that will need to be accomplished to construct the Bypass, based on detailed cost estimates developed during final design and permitting. The project will be implemented in a series of coordinated actions to allow for establishment of vegetation in wetland and stream areas prior to activating flow control devices. The order and timing of specific tasks will be established by permit and contract conditions.

Final Plan & Specifications

- Finalize construction plans and specifications per plan sets for the Des Moines Creek Regional CIP Bypass Installation – Treatment Plant Reach (dated August 20, 2003) and Tyee Reach (dated August 20, 2003).

Easements and Right-of-ways

- Obtain all necessary easements and right-of-ways for construction.

Bid Package & Contract Document Preparation

- Prepare bid packages and contract documents.

Contract Administration

- Advertise construction contract(s).
- Select a contractor and award the contract(s).
- Administer construction contract.

Construction Management

- Manage daily construction activities of the contractors.
- Coordinate project activities with permit agencies and stakeholders.

- Ensure compliance with project schedule and budget.
- Report construction progress to Construction Coordinator.

Pre-construction Survey & Coordination

- Complete construction surveys and field staking.
- Coordinate with proper authorities for closure of parks and trails during construction.
- Coordinate construction schedule with Midway Sewer District.
- Perform pothole survey to locate Midway Sewer Treatment pipelines.
- Hold construction coordination meetings.
- Establish haul route, traffic control, staging area, clearing and excavation limits, etc.
- Notify permit agencies.
- Relocate utilities as needed for construction.
- Finalize spill containment and emergency response plan.
- Coordinate safety manual protocols with appropriate personnel.

Site Preparation

- Construct construction access road per plan.
- Install construction fencing, signage, and other necessary steps per the contract.
- Mobilize equipment and construction materials to the site.
- Complete clearing and grubbing of the site per the contract.

Temporary Erosion & Pollution Control

- Install and maintain temporary erosion and pollution control measures.
- Implement street sweeping and dust control measures per the contract.
- Maintain spill clean and containment measures on-site for emergency response.

Construction Elements

- Install bypass pipeline and manholes per the plans and specifications.
- Construct a bridge on Tyee Golf Course for pipe crossing the creek per the contract.
- Connect new pipe segments with the abandoned sanitary sewerage line to function as the bypass system.
- Coordinate plumbing of the Bypass project with the RDF construction to ensure functionality.
- Construct emergency overflow system per the plan and specifications.
- Decontaminate the abandoned sanitary sewerage system for the use of bypass line.
- Complete construction of the Bypass Project per the plans and specification.

Construction Inspection

- Inspect temporary erosion and pollution control facilities.
- Provide engineering inspection and testing to ensure project compliance with plans and specifications.
- Ensure regulatory compliance by following the permit conditions.
- Coordinate with monitoring and oversight compliance staff.

Site Restoration

- Establish ground cover to minimize erosion potential per the contract.
- Install landscaping plants along the stream buffer per the contract.
- Repair damaged roadway surfacing during construction
- Restore stream channel as needed to protect pipeline.

Project Closeout

- Conduct final inspections
- Survey the completed project and prepare an As built.
- Meet requirements of the contracts for closeout.
- Obtain final approval from the permitting agencies and the Basin Committee.

ESTIMATED PROJECT COST

By-Pass (Tyee)	\$1,055,398
By-Pass (Midway)	\$313,288
Construction Management	\$150,000
TOTAL BYPASS CONSTRUCTION COSTS	\$1,518,686

The construction cost estimate is based on the “permit ready” plans and subject to changes when 100% final plans are complete.

Des Moines Creek Basin Restoration Projects

Attachment 8

Scope of Work For

Des Moines Creek Low Flow Augmentation Project

PURPOSE

The purpose of this document is to generally describe the project goals and the major tasks required for the design, permitting, and construction of the Low Flow Augmentation Project. This is not intended to be a detailed scope of work.

PROJECT GOAL

The project goal design permit and construct a low flow augmentation facility. This facility is intended to protect fish and other aquatic organisms by augmenting low flows during critical low flow periods.

WORK DESCRIPTION

In order to use a groundwater well for low flow augmentations, a Water Rights permit from the Washington State Department of Ecology (DOE) will be required. Hydrogeologic studies, reports, and other supporting documents for obtaining DOE Water Rights and various permits will be prepared. The Low Flow Augmentation Project will be constructed per the plans, specifications, and the permit conditions developed during final design and permitting. The following is a general summary of tasks that will need to be accomplished to implement the Low Flow Augmentation Project.

DOE Water Rights

- Obtain Water Rights from DOE.

Groundwater Studies & Reports

- Conduct groundwater investigations and studies as required by DOE.
- Hire and manage consultant, if needed, for hydrogeologic modeling.
- Prepare necessary reports.

Project Design

- Prepare project designs for permitting.
- Prepare final design for construction.

Easements and Right-of-ways

- Obtain all necessary easements and right-of-ways for well and construction.

Project Management

- Oversee field data collection, survey, design, and other project activities.
- Hire and manage consultant.
- Coordinate Water Rights and permit applications.

Permitting

- Apply & obtain necessary projects permits.
- Ensure compliance with permit conditions.

Bid Package & Contract Document Preparation

- Prepare bid packages and contract documents.

Contract Administration

- Advertise construction contract(s).
- Select a contractor and award the contract(s).
- Administer construction contract.

Construction Management

- Manage daily construction activities of the contractors.
- Coordinate project activities with permit agencies and stakeholders.
- Ensure compliance with project schedule and budget.
- Report construction progress to Construction Coordinator.

Pre-construction Survey & Coordination

- Complete construction surveys and field staking.
- Hold construction coordination meetings.
- Notify permit agencies.
- Coordinate safety manual protocols with appropriate personal.

Site Preparation

- Construct construction access per plan.
- Mobilize equipment and construction materials to the site.
- Complete clearing and grubbing of the site per the contract.

Temporary Erosion & Pollution Control

- Install and maintain temporary erosion and pollution control measures.
- Maintain spill, cleanup and containment measures on-site for emergency response.

Construction Elements

- Drill and establish the groundwater well per the plans and specifications.
- Construct aeration system for the groundwater per the plans and specifications.
- Complete construction of Low Flow Augmentation Project per the contracts.

Construction Inspection

- Inspect temporary erosion and pollution control facilities.
- Ensure regulatory compliance and adherence to permit conditions.
- Coordinate with monitoring and oversight compliance staff.

Site Restoration

- Establish ground cover to minimize erosion potential per the contract.
- Install landscaping plants along the stream buffer per the approved plans and specifications.

Project Closeout

- Conduct final inspections
- Survey the completed project and prepare an As built.
- Meet requirements of the contracts for closeout.
- Obtain final approval from the permitting agencies and the Basin Committee.

ESTIMATED COST

TOTAL LOW FLOW AUGMENTATION COSTS	\$540,370
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Total costs include designing, permitting, and construction costs. This is a preliminary cost estimate and subject to changes based on the complexity of the DOE Water Rights approval requirements.

Des Moines Creek Restoration Projects

Attachment 9

Scope of Work For Des Moines Creek Habitat Enhancement & Restoration

PURPOSE

The purpose of this document is to generally describe the project goals and the major tasks required for the construction of the Stream Habitat Restoration (Habitat) Project. This is not intended to be a detailed scope of work.

PROJECT GOAL

The goal of this project is to create a series of stream habitat restoration projects to create suitable habitat for fish and other aquatic organisms. This will be accomplished by designing, permitting, and constructing the projects consistent with the goals and objectives of the basin plan and applicable permit conditions.

WORK DESCRIPTION

The Habitat projects will be designed to enhance fish habitat by placing logs, boulders, and other stream enhancement elements in areas of the stream identified as suitable for habitat improvement. The stream restoration projects will also be designed to stabilize the channel to mitigate in-stream erosion. Ecological studies, reports and other supporting documents for obtaining permits will be prepared. Projects will be constructed per the plans, specifications, and the permit conditions developed during final design. The following is a general summary of tasks that will need to be accomplished to implement the Habitat projects.

Data Collection & Project Planning

- Collect field data to plan project.
- Identify specific sites for required restoration measures and/or stabilization.
- Develop conceptual stream habitat restoration plans.

Environmental Studies & Reports

- Conduct stream survey and other ecological investigations
- Prepare stream studies & other environmental studies for regulatory requirements.
- Prepare Biological Assessment.

SEPA Process Compliance

- Prepare SEPA documents.
- Complete SEPA process.

Project Design

- Prepare project designs for permitting.
- Prepare final designs, plans, and specifications for construction.

Easements and Right-of-ways

- Obtain all necessary easements and right-of-ways for construction.

Project Management

- Oversee field data collection, survey, design, and other project activities
- Coordinate project permitting process.
- Coordinate design with the Committee.

Permitting & Biological Assessment

- Complete biological review process by the agencies.
- Apply & obtain necessary projects permits.
- Ensure compliance with permit conditions.

Bid Package & Contract Document Preparation

- Prepare bid packages and contract documents.

Contract Administration

- Advertise construction contract(s).
- Select a contractor and award the contract(s).
- Administer construction contract.

Construction Management

- Manage daily construction activities of the contractors.
- Coordinate project activities with permit agencies and stakeholders.
- Ensure compliance with project schedule and budget.
- Report construction progress to Construction Coordinator.

Pre-construction Survey & Coordination

- Complete construction surveys and field staking.
- Coordinate with proper authority for closure of parks and trails during construction.
- Hold construction coordination meetings.
- Establish haul route, traffic control, staging area, clearing and excavation limits, etc.
- Notify permit agencies of construction schedule and progress.
- Finalize spill containment and emergency response plan.
- Coordinate safety manual protocols with appropriate personal.

Site Preparation

- Construct construction access ~~road~~ per plan.
- Install construction fencing, signage, and other necessary steps per the contract.
- Mobilize equipment and construction materials to the site.
- Complete clearing and grubbing of the site per the contract.

Temporary Erosion & Pollution Control

- Install and maintain temporary erosion and pollution control measures.
- Implement street sweeping and dust control measures per the contract.
- Maintain spill clean and containment measures on-site for emergency response.

Construction Elements

- Install stream habitat structures per the plans and specifications.
- Plant stream corridor per plan and specifications.
- ~~Complete Habitat project~~ Restore/stabilize all disturbed areas per the plans and specifications.

Construction Inspection

- Inspect temporary erosion and pollution control facilities.
- Provide on-site biological support for compliance with plans and specifications.
- Ensure regulatory compliance by following the permit conditions.
- Coordinate with monitoring and oversight compliance staff.
- Oversee construction of instream structures per the plan and permit conditions.

Site Restoration

- Establish ground cover to minimize erosion potential per the contract.
- Install landscaping plants along the stream buffer per the ~~contract~~ approved plans, permit conditions and contract.

Project Closeout

- Conduct final inspections
- Survey the completed project and prepare As-built drawings.
- Meet requirements of the contracts for closeout.
- Obtain final approval from the permitting agencies and the Basin Committee.

ESTIMATED COST

TOTAL HABITAT ENHANCEMENT AND RESTORATION COSTS	\$938,848
--	------------------

Total costs include designing, permitting, and construction costs. This is a preliminary cost estimate and subject to changes based on the complexity of the DOE Water Rights approval requirements.

Des Moines Creek Restoration Projects

Attachment 10

Scope of Work For Marine View Drive Bridge

PURPOSE

The purpose of this document is to generally describe the project goals and the major tasks required for the construction of the Marine View Drive (MVD) Bridge. This is not intended to be a detailed scope of work.

PROJECT GOAL

The construction of the MVD Bridge is intended to meet the performance goals for the project established during the basin planning and design efforts previously undertaken by the Des Moines Creek Basin Committee. Implementation of the MVD Bridge must comply with the design, specifications, contracts, and permit conditions for this project.

WORK DESCRIPTION

The following is a general summary of tasks that will need to be accomplished to construct the MVD Bridge, based on detailed cost estimates developed during final design and permitting. The project will be implemented in two phases in order to coordinate relocation of utilities within the road during the bridge construction phase and to meet Hydraulic Permit Approval conditions for the stream areas during the mass excavation phase. The order and timing of specific tasks will be established by permit and contract conditions.

Final Plan & Specifications

- Finalize construction plans and specifications.

Renew Existing Permits

- Review existing permits obtained for project and update for 2004-2005 construction timeframe.

Obtain Utility Interlocal Agreements

- Obtain Seattle Public Utility (SPU) interlocal agreement for relocation of 18-inch SPU watermain – a separate bid schedule will be added and SPU will provide all necessary inspection oversight for this work. SPU to pay all associated construction and administration costs for their pipe relocation. This work will be done under a separate bid schedule.
- Obtain Midway Sewer District (MSD) interlocal agreement. MSD to pay into the project fund an amount equivalent to boring through the fill area for their outfall pipe plus the cost of installing the segment of outfall pipe – a separate bid schedule will be added for the installation of the outfall pipe. The cost for boring and the installation of the pipe is estimated at \$400,000.
- All other utility work will be done in accordance to utility franchise agreements with Des Moines or by existing agreements between the City and the utilities.

Easements and Right-of-ways

- A construction easement may be needed for access during the excavation phase through the Midway Sewer Treatment Plant. All permanent easements and right-of-way have been obtained.

Bid Package & Contract Document Preparation

- Prepare bid packages and contract documents.
-

Contract Administration

- Advertise construction contracts.
- Select a contractor and award the contracts.
- Administer construction contracts.

Project Management

- Hire and manage consultant.
- Review and approve contractor submittals for compliance with contract documents.
- Oversee daily construction activities of the contractor.
- Review and make recommendations for design changes and construction change orders – per Attachment 11, Design Change/Change Order Process.
- Coordinate project activities with permit agencies and stakeholders.
- Ensure compliance with project schedule and budget.
- Report construction progress and pay estimates to Construction Coordinator.
- Arrange construction inspection and testing for compliance with contract documents and permits.

Pre-construction and Construction Coordination

- Hold a utility pre-bid utility coordination meeting.
- Hold a pre-construction meeting with contractor and stakeholders.
- Hold weekly construction coordination meetings.
- Establish haul route, traffic control, staging area, clearing and excavation limits, etc.
- Notify permit agencies of project schedule and key project stages.
- Review all sensitive area/environmental features on site to minimize construction impacts.
- Coordinate safety manual protocols with appropriate personnel.

Site Preparation

- Prepare spill control plan.
- Prepare emergency response plan.
- Implement traffic control per plan.
- Construct/identify construction access road/haul route/staging and coordinate with Des Moines Parks Department, Harbormaster and Midway Sewer District.
- Install construction fencing, signage, and other necessary steps per the contract.
- Mobilize equipment and construction materials to the site.

- Complete clearing and grubbing of the site per the contract and permit.

Temporary Erosion & Pollution Control

- Install and maintain temporary erosion and pollution control measures.
- Implement street sweeping and dust control measures per the contract.
- Maintain spill and containment measures on-site for emergency response.

Major Construction Elements

- Drill over 100 piles for bridge abutments and wing walls per plan.
- Remove 90 feet of existing road section and existing west-side retaining wall.
- Place bridge abutments and bridge girders per plan.
- Place cast-in-place bridge deck.
- Relocate underground utilities to underside of bridge deck.
- Restore roadway and markings and replace west-side sidewalk.
- Implement dewatering and flow diversion measures per plan.
- Excavate, haul and dispose of 25,000 cubic yards of road embankment.
- Place support struts and restore fracture fin finish of bridge headwalls.
- Construct Midway Sewer Outfall pipe through bridge corridor.
- Shotcrete finish bridge abutment walls and wing walls.
- Construct 20-foot wide pedestrian path on the north side of corridor over utilidor per plan.
- Construct 40-wide stream channel with weirs, landscaping, stream features per plan.
- Relocate existing stream and abandon existing culvert.

Construction Inspection

- Inspect temporary erosion and pollution control facilities.
- Provide engineering inspection and testing to ensure project compliance with plans and specifications.
- Ensure regulatory compliance by following the permit conditions.
- Coordinate with monitoring and oversight compliance staff.

Project Closeout

- Conduct final inspections
- Survey the completed project and prepare As-built drawings.
- Meet requirements of the contracts for closeout.
- Obtain final approval from the permitting agencies and the Basin Committee.

TOTAL PROJECT COST ESTIMATE

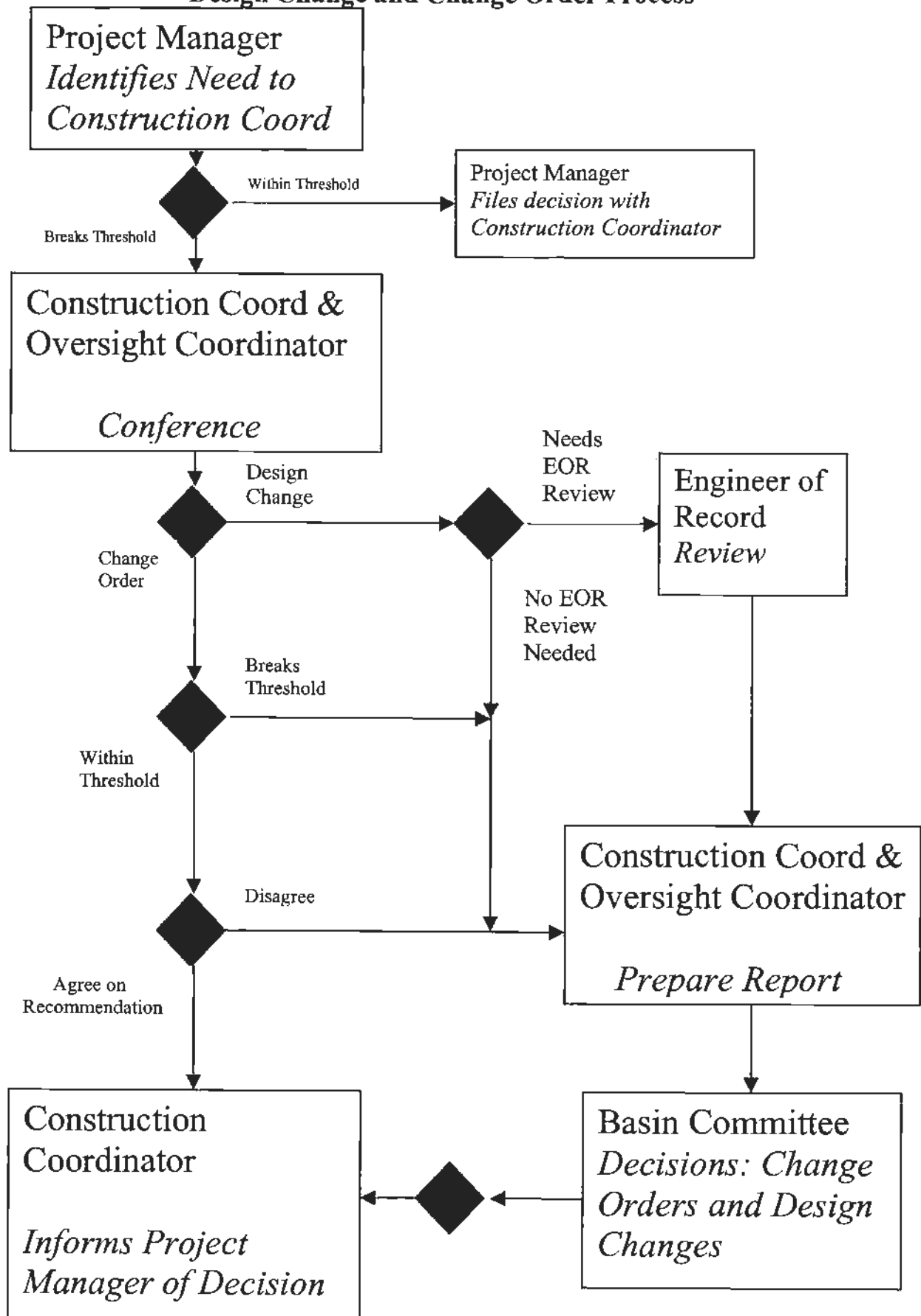
MVD Project Improvements	\$4,791,000
Contingency -20%	\$958,000
Contract Administration (Exc. Water Main) – 12%	\$534,000
City Administration –2.5%	\$120,000
Finalize Plans, Specifications, Bid Package	\$100,000
Total MVD Project Cost	\$6,503,000

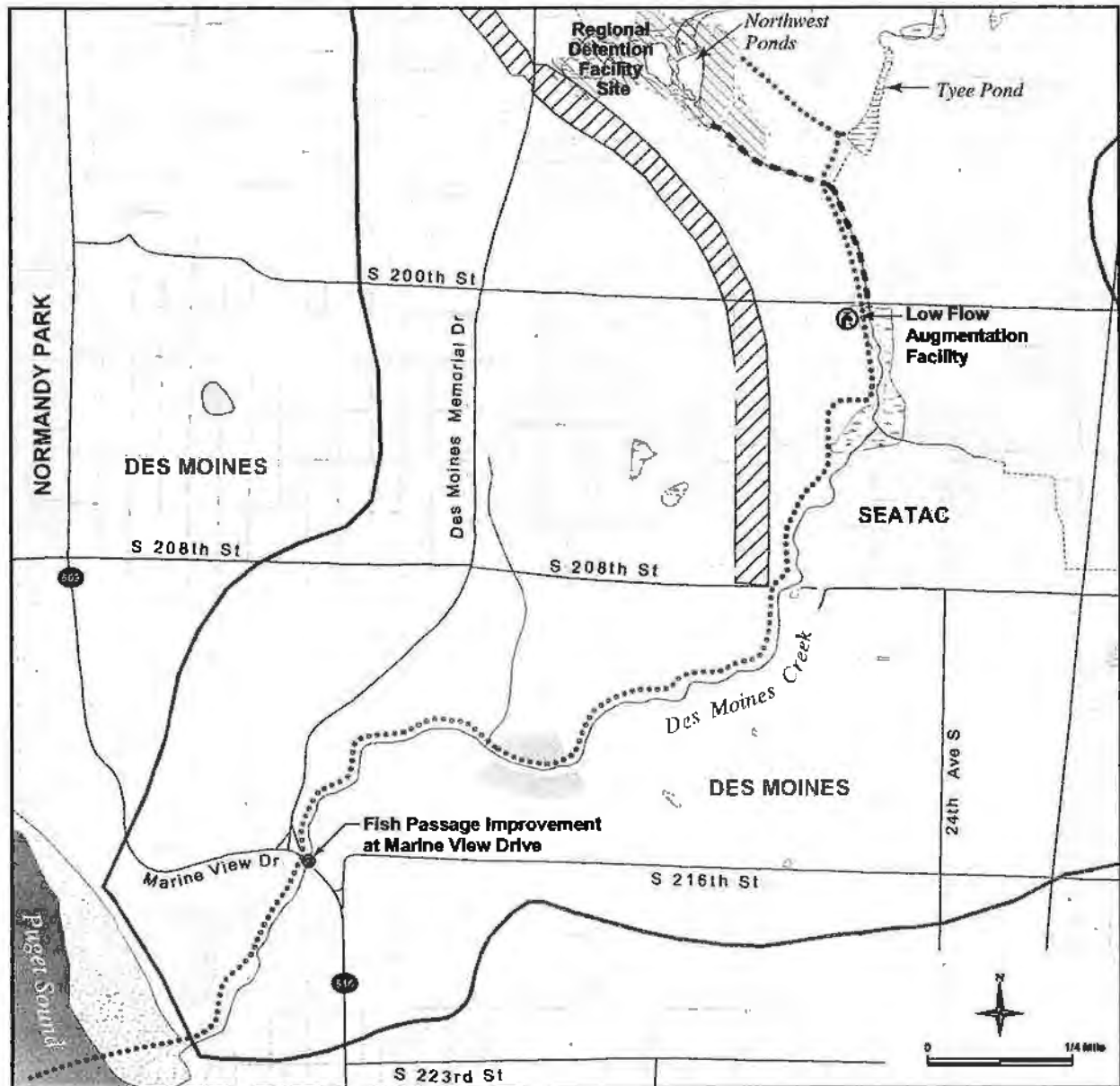
The construction cost estimate is based on the “permit ready” plans and subject to changes when 100% final plans are complete.

Total MVD Project Costs	\$6,503,000
Grants – Fish Passage	-\$200,000
Anticipated Contribution from Seattle Public Utilities	-\$419,000
Anticipated Contribution from Midway Sewer District	-\$400,000
Total DC Basin Committee Cost	\$5,484,000

The total cost to the Committee is preliminary. Interlocal agreements with Midway Sewer District and Seattle Public Utilities need to be made.

Des Moines Creek Basin Restoration Projects
Attachment 11
Design Change and Change Order Process





Attachment 12

DES MOINES CREEK RESTORATION PROJECTS

Rights-of-Ways & Easements Necessary for Project Implementation - by Jurisdiction

Jurisdictions to Provide Easements or Rights-of-Ways

- City of Des Moines
- Midway Sewer District
- City of SeaTac
- Port of Seattle
- WSDOT

Rights-of-Ways and Easements needed for these Proposed Basin Plan Projects

- Fish Passage Improvement at Marine View Drive
- Low Flow Augmentation Facility
- In-stream Fish Habitat Improvements
- Stream Channel Reconstruction
- Flow Bypass Pipe
- Regional Detention Facility Site

- Basin Boundary
- Stream
- Piped Stream
- Wetland
- R/D Facility
- Shoreline

Des Moines Creek Basin Restoration Projects
Attachment 13
Total Project Cost

Summary of Scope and Budget for Des Moines Creek Restoration Projects

Regional Detention Facility Project	\$8,382,670
Stream Bypass Project	\$1,518,686
Flow Augmentation Project	\$540,370
Habitat Restoration and Enhancement Project	\$938,840
Marine View Drive Culvert Replacment	\$5,484,000
Oversight and Compliance Coordinator	\$495,000
Construction Coordinator	\$300,000
ILA-4 Early Actions	\$96,395
Project Monitoring	\$330,000
Construction Fund Total	\$18,085,961
O&M Fund Annual Total*	\$3,879,080
Total Annual Charge	\$130,000
Replacement and Improvement Fund Total*	\$1,867,000
Total Annual Charge	\$65,000

* Total over 30 year project life

Des Moines Creek Restoration Projects
Attachment 14
Initial O + M Fund Budget

Total Assumed Project Life is 30 years

O & M ITEMS	Frequency	Unit Cost	Total Cost (2003 Dollars)	Note
Annual inspection cost	Per year	\$1,000	\$30,000	One inspection per year
Sewerline TV inspection	Every 10 year	\$7,500	\$22,500	To determine pipe conditions
Outfall diffuser inspection	Every 10 year	\$2,500	\$7,500	Diffuser inspected by scuba divers
Annual maintenance & operation of RDF and Bypass	Per year	\$3,500	\$105,000	Includes CB cleaning and minor repairs
Annual maintenance & operation of Low Flow Augmentation	Per year	\$500	\$15,000	Pump maintenance as needed
Landscape maintenance (mowing west berm once per year)	Per year	\$1,200	\$36,000	Golf course would maintain east berm
Flow control structure inspection by an Engineer	Every two year	\$1,500	\$22,500	To assess facility performance per design
Dam safety inspection by an engineer	Every two year	\$1,500	\$22,500	To observe structural changes
Repair damages caused by significant storm events	Once every 10 yr	\$25,000	\$75,000	Minor repairs to restore the facilities
Plant maintenance (weed control & watering)	Per year	\$10,000	\$300,000	WCC Crew will do this task.
Sub-Total			\$636,000	
Repair damaged facility caused by vandalism	5% of O&M	\$31,800	\$31,800	Extent of vandalism can not be predicted
10 % Contingency			\$66,780	
Operation and Maintenance Cost for 30 Years in 2003 Dollars			\$734,580	
Vegetation monitoring for 10 years (every other year)	Every other year	\$10,000	\$50,000	To meet permit conditions
Groundwater monitoring for 10 years	Every year	\$8,000	\$80,000	To meet permit conditions
Reporting to permit agencies for 10 years (every other year)	Every other year	\$5,000	\$25,000	To meet permit conditions
Flow gauging for 10 years (three gauges)	Every year	\$10,000	\$150,000	Three flow monitoring gauges
Project Management & coordination for 10 years	Per year	\$5,000	\$150,000	
Wildlife control and monitoring as required by FAA	Per year	\$5,250	\$157,500	
Sub-Total			\$612,500	
10% Contingency			\$77,000	
Monitoring Cost in 2003 Dollars			\$689,500	
Operations and Maintenance Coordinator - after construction	27 years	\$50,000	\$1,350,000	
Treasurer - during construction	3 years	\$50,000	\$150,000	
Treasurer - after construction	27 years	\$25,000	\$675,000	
Committee Coordinator	4 years	\$70,000	\$280,000	
Staffing Costs			\$2,455,000	
Total Fund Budget			\$3,879,080	
Estimated Operation and Maintenance Fund Annual Cost			\$129,303	

Des Moines Creek Restoration Projects
Attachment 15
Replacement and Improvement Fund Budget

Replacement Costs for 30 Year Project Life

Projects	Items	Assumed Quantity	Unit Cost	Total Cost	Note
RDF	Dam Spill-way repair	Three incidents	15,000	\$45,000.00	May be caused by flooding
	Dam side slope restoration	Three incidents	5,000	\$15,000.00	Soil erosion or gully formation
	Embankment Backfill & Compaction to maintain designed elevation	Three incidents	10,000	\$30,000.00	Dam elevation may changed due to settlement
	Filter Diaphragm replacement	3	5,000	\$15,000.00	
	Gabion Outfall Pad repair/installation	3	3,000	\$9,000.00	
	Overflow Structure 120 In. Diam. Repair	3	1,000	\$3,000.00	
	Energy Dissipator replacement	6	5,000	\$30,000.00	
	Flow Control Vault w/ baffle replacement	2	15,000	\$30,000.00	
Bypass	Replace Lined Corrugated Polyethylene Storm Sewer Pipe 18 In. Diam	300	55	\$16,500.00	
	Replace Lined Corrugated Polyethylene Storm Sewer Pipe 24 In. Diam	300	75	\$22,500.00	
	Replace Lined Corrugated Polyethylene Storm Sewer Pipe 30 In. Diam	300	90	\$27,000.00	
	Replace Lined Corrugated Polyethylene Storm Sewer Pipe 36 In. Diam	300	110	\$33,000.00	
	Construct New Bypass Line/replace old line including Manholes	7,000	150	\$1,050,000.00	Assumes existing pipeline no longer available
	Bank Stabilization for Pipe Protection	Six incidents	20,000	\$120,000.00	Protecting pipe from stream bank scouring
	48" Type 3 MH repair or installation	6	750	\$4,500.00	
	54" Type 3 MH	6	750	\$4,500.00	
	60" Type 3 MH	6	750	\$4,500.00	
	Replacement Manholes	Four incidents	2,500	\$10,000.00	
Stream	Remove/modify difuser	One incident	50,000	\$50,000.00	
	Replace Bed Control logs	10	1,000	\$10,000.00	
	Replace Stream Bed Gravel	LS	5,000	\$5,000.00	
	Logs 20 In. Diam by 25 ft long, Supply and Place	10	1,000	\$10,000.00	
	Sediment Management	Three incidents	5,000	\$15,000.00	Sediment buildup may need to be removed
	Weir Replacement	Three incidents	10,000	\$30,000.00	
Low-Flow	Replace Pump	Three incidents	15,000	\$45,000.00	
	Repalce Intake pipeline	Three incidents	10,000	\$30,000.00	
	Rebuild Pump Housing	1	7,500	\$7,500.00	
	Electric Supply Line Replacement	1	30,000	\$30,000.00	
	Repair Bid Exclusion System	Three incidents	5,000	\$15,000.00	
Planting	Replant Native Vegetation	5,000	10	\$50,000.00	
	Adaptive Management Implementation	LS	100,000	\$100,000.00	

Approximate Total in 2003 Dollars:

\$1,867,000.00

Estimated Total Annual Contribution

\$62,233.33

PRELIMINARY
SPECIAL MEETING DES MOINES CITY COUNCIL

MINUTES

January 8, 2004

The special meeting was called to order at 7:10 p.m. in the City Hall Conference Room, 21630 11th Avenue South, Suite A.

ROLL CALL - Present: Councilmembers Bob Sheckler, Dan Sherman, Scott Thomasson (arrived at 7:15 p.m.) and Susan White. Absent: Councilmembers Richard Benjamin, Gary Petersen and Maggie Steenrod. Also in attendance were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek and Mike Kenyon, outside Counsel.

It was announced that the Council would hold an Executive Session for approximately 30 minutes to discuss with legal counsel representing the City litigation or potential litigation to which the City was or was likely to become a party, and about which public knowledge regarding the discussion was likely to result in an adverse legal or financial consequence to the City.

At 7:30 p.m. Assistant City Manager Loch announced that the City Council will remain in Executive Session for approximately 5 more minutes.

At 7:38 p.m. Assistant City Manager Loch announced that the City Council will remain in Executive Session for approximately 5 more minutes.

No formal action was taken.

ADJOURNMENT

The special meeting adjourned at 7:40 p.m.

Respectfully submitted,

Linda A. Marousek
City Attorney

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES

January 8, 2004

At 7:30 p.m. Assistant City Manager Loch announced that the City Council will remain in Executive Session for approximately 5 more minutes.

At 7:38 p.m. Assistant City Manager Loch announced that the City Council will remain in Executive Session for approximately 5 more minutes.

The regular meeting of the Des Moines City Council was called to order by Mayor Steenrod at 7:44 p.m. in the Council Chambers, 21630 11th Avenue South, #B.

PLEDGE OF ALLEGIANCE to the Flag was led by Councilmember Petersen.

OATH OF OFFICE

City Attorney Marousek administered the Oath of Office to the following newly elected Councilmembers:

BOB SHECKLER
DAN SHERMAN
SCOTT THOMASSON

ROLL CALL - Present: Mayor Maggie Steenrod, Mayor Pro Tem Richard Benjamin, Councilmembers Gary Petersen, Bob Sheckler, Dan Sherman, Scott Thomasson and Susan White. Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Harbormaster Joe Dusenbury and City Clerk Denis Staab.

ELECTION OF MAYOR

City Attorney Marousek called for nominations for the position of Mayor to serve until the first regular meeting in January 2006. Nominations were as follows:

- Councilmember White nominated Councilmember Sheckler.
- Councilmember Petersen nominated Councilmember Thomasson. Councilmember Thomasson declined the nomination.
- Councilmember Petersen nominated Councilmember Steenrod. Councilmember Steenrod declined the nomination.
- Councilmember Steenrod nominated Councilmember Sherman. Councilmember Sherman declined the nomination.

VOTE: As there was only one nomination, City Attorney Marousek asked those in favor to raise their hand. Bob Sheckler was elected Mayor by a show of hands, 6 to 1, with Councilmember Petersen opposed.

ELECTION OF MAYOR PRO TEM

Mayor Sheckler called for nominations for the position of Mayor Pro Tem. Nominations were as follows:

- Councilmember Sherman nominated Councilmember Thomasson.
- Councilmember Petersen nominated Councilmember Benjamin. Councilmember Benjamin declined the nomination.

VOTE: As there was only one nomination, Mayor Sheckler requested those in favor to raise their hand. Scott Thomasson was elected as Mayor Pro Tem unanimously.

COMMENTS FROM THE PUBLIC

Ting Rice, 22222 Dock Street

Ms. Rice spoke regarding the proposed Dry Stack Storage alternatives at the Marina, requesting Council do nothing at this time. She requested that Council use this time to consider alternative uses for the property that would enhance the use of the Marina and benefit local businesses by bringing more people to the Marina.

Steve Henderson, 22222 Dock Street

Mr. Henderson spoke against construction of a Dry Stack Storage as proposed at the Marina. He felt that there is no rational for building the structure as smaller boats are not in demand as they were in the past.

BOARD & COMMITTEE REPORTS

Finance & Economic Development Committee

Councilmember Steenrod reported attending an Economic Development meeting in Seattle recently. She reported that the economic forecast for 2004 looks good with a 3% regional growth predicted for the Puget Sound region.

She requested that citizens support local businesses especially those along Pacific Highway South. She cited recent bad weather, power outages and the Pacific Highway South Project as having been hard on local businesses.

Councilmember Steenrod announced that Wesley Gardens will be opening an Elderly Adult Day Care Center soon.

Council Campaign Support

Councilmember Sherman thanked supporters in their efforts to help him get elected to City Council. He pledged to work hard to fulfill his Council responsibilities.

National League of Cities Conference

Councilmember White reported that she has distributed information she gathered from the recent Conference.

She requested that Downtown Revitalization be a topic for Council's upcoming retreat.

SR 509 Steering Committee

Councilmember Petersen advised that due to the inclement weather and power outages the meeting set for this week will be rescheduled for next week.

Mt. Rainier Pool

Councilmember Benjamin encouraged everyone to attend an open house to be held at the Mt. Rainier Pool on Saturday January 10th, from 12:30 to 5 p.m.

Council Campaign Support

Mayor Pro Tem Thomasson stated that it is a privilege to serve as a Councilmember and thanked all those who supported him in his re-election.

PRESIDING OFFICER'S REPORT

Election as Mayor

Mayor Sheckler thanked Councilmembers for their show of confidence in electing him as Mayor.

ADMINISTRATION REPORTS

New Chief of Police

City Manager Piasecki introduced Roger Baker, Des Moines new Chief of Police. He invited everyone to a formal swearing-in ceremony to be held January 14th at 4:30 p.m. at the Des Moines Activity Center.

Mr. Baker advised that he looks forward to serving the City and to working with citizens and staff.

Letter of Appreciation

Mayor Pro Tem Thomasson thanked Officer Barry Sellers for his work with students at Mt. Rainer High School and announced that a letter of appreciation for his services has been received from the High School.

Interim Chief of Police

City Manager Piasecki thanked Commanders Kevin Tucker and John O'Leary for their great work as Acting Chief of Police during some difficult times throughout the hiring procedure for a new Chief of Police.

Pacific Highway South Improvement Project

City Manager Piasecki noted that the Contractor has made every effort to ensure that business access is maintained as much as possible during the construction on Pacific Highway South. He encouraged anyone who has encountered any issues or problems to contact him directly at his office or, via the hotline which is noted on the City's web site and government TV channel.

CONSENT CALENDAR was read by City Clerk Staab, who announced that Consent Item #4 has been removed by Administration.

1. Motion is to approve the minutes of December 4 and 11, 2003.
2. Findings: Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the City Council.

Motion: As of this date the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the above list and further described as follows;

Claim checks #92120 through #92478 & electronic fund transfers in the total amount of \$1,766,185.32

Payroll fund transfers in the total amount of \$677,765.92

3. Motion is to approve a budget increase of \$2,400.00 to the All City Buildings - Building Rental Budget in 2004 to pay for a \$200 per month rental increase for the Des Moines Historical Society.

4. ~~Motion is to accept the statutory warranty deed that would transfer 3,700 square feet of creek side property to the City of Des Moines.~~ [NOTE: Item removed by Administration.]

MOTION was made by Councilmember Sherman, seconded by Mayor Pro Tem Thomasson and passed unanimously, to approve the Consent Calendar as read.

AGENDA REVISION

Mayor Sheckler announced that items under New Business will be addressed first.

NEW BUSINESS

Expanded Guest Moorage & Bulkhead Replacement Consulting Engineer Agreement

Harbormaster Dusenbury noted that the expanded guest moorage and bulkhead replacement project is included in the first phase of the Marina Master Plan, which will be funded by the bonds that were issued in December 2002. He advised that he is seeking Council approval for an agreement for providing engineering, design and permitting services for the project. He introduced Tom McCullough and Mike Hemphill professional engineers with Moffatt & Nichol Engineers in Seattle.

Mr. Hemphill proceeded to review the following:

Objectives

- Refine Master Plan Concepts
- Prepare Preliminary Design
- Provide Estimated Construction Costs

Major Improvements

- Expanded Guest Moorage
- Bulkhead Replacement
- Landscape Improvements
- Fuel Dock Relocation
- Boat Launch Relocation
- Parking Modifications
- Dry Shed/Stack Construction

Scope of Work

- Phase 1: Concept Refinement
 - Kick-off meeting
 - Gather Background Information
 - Develop Preliminary Design
 - Evaluate Preliminary Design
 - Project Management
- Phase 2: Design Development/Construction Documents
- Phase 3: Construction Support

Upon questioning by Mayor Pro Tem Thomasson, Harbormaster Dusenbury noted that Phase I of the project will begin at the northeastern corner of the Marina and proceed to the foot of N Dock. He advised that once the seawall is designed then the remainder can be constructed. He stated

that we are not allowed to permit any further than logical, therefore a permit for the entire length of the bulkhead cannot be applied for.

Mayor Pro Tem Thomasson requested that Council be supplied with a map showing the various stage limits of the project. He further stated that he expects mile stone reports be provided to allow plenty of opportunity for City Council input into the project.

City Manager Piasecki advised that periodic reports will be provided to Council. He suggested Council consider appointing a citizen advisory committee that could be composed of the Marina Tenants Association, downtown business owners, Marina Condo owners, Chamber of Commerce members and users of the Marina. He noted that the Committee would work with the Harbormaster and the Consultants to help formalize the process.

Councilmember White felt that projects such as this can get bogged down in a Committee setting.

Councilmember Steenrod stated that the Municipal Facilities Committee has agreed in concept to the proposal, but she would prefer to see that details for the preliminary design, engineering and permitting work be attached to final signed contract.

Mayor Pro Tem Thomasson questioned who makes the final decision on the various options.

Harbormaster Dusenbury noted that the numerical wave modeling of waves will be included, but other items are still unknown. However, the contract is structured to be able to afford most options, but not all.

MOTION was made by Mayor Pro Tem Thomasson, seconded by Councilmember White, to approve the agreement with Moffatt & Nichol Engineers to provide consulting and preliminary design services for the Expanded Guest Moorage/Bulkhead Replacement Project - Phase 1, in the amount of \$345,413 plus a contingency of \$34,541, (10%) for a total authorization of \$379,954, and authorize the City Manager to sign the agreement, substantially in the form as submitted. Motion passed unanimously.

Council Retreat

City Manager Piasecki encouraged Councilmembers to consider having a Council retreat within the next several months. He noted that a retreat could be scheduled for a full week-end, a mini retreat held on a couple of Saturdays or Sundays, or perhaps a week day. He recommended that a facilitator be used to help guide Council and staff to set priorities.

After Council discussion regarding various dates, Mayor Sheckler stated that he will contract individual Councilmembers regarding their preferences and availability. He advised that he will work with the City Manager and get back to Councilmembers with a couple of choices.

9:02 p.m. Mayor Sheckler called for a 10 minute break.

Dry Stack Storage

Harbormaster Dusenbury stated that the dry stack storage concept was driven by the trend towards larger boats. He noted that the Marina Master Plan recognizes that eventually, we will have to reconfigure in-water slips to increase the number of larger slips and decrease the number

of smaller slips. Providing additional upland storage would help mitigate the loss of smaller in-water slips and provide another revenue stream. He noted that Council directed staff to refine the concepts for dry stack storage and bring the results back to Council for further direction.

Harbormaster Dusenbury reviewed the two alternative designs, A & B and alternative C, noting the following:

Alternative A

- Size of building: 36' x 242' x 35' high
- Stacks 60-72 boats

Alternative B

- Size of building: 91' x 242' x 35' high
- Stacks a maximum of 90 boats

Alternative A & B Requirements

- Fire Protection
- Storm drainage system
- Oil/water separator

Alternative C - Delay project and move funds to another or new project.

Harbormaster Dusenbury noted that when the Marina Master Plan was adopted there was a strong demand for 24' storage, however the trend is now moving to longer boats. He advised that Council may wish to delay any decision on building the dry storage unit at this time.

Mayor Pro Tem Thomasson voiced the opinion that Council may wish to move ahead to make changes to larger slip areas and wait to see if there is a demand from boaters for the smaller boat dry storage.

Upon questioning by Council, Harbormaster Dusenbury stated that the original idea for the dry stack storage was driven by a need to increase revenue. He noted that construction will be expensive and may not necessarily increase revenue to any significant amount. He noted that Council could consider other uses for the site such as an open boat storage and/or long-term parking.

Councilmember Sherman stated that the Marina can be a major source of revenue and Council needs to determine the best optimal use of the Marina and the site if a dry stack storage is not built. He feels that whatever the use, it should be related to the Marina.

Councilmember White stated that she feels Council should delay the dry stack storage project.

Councilmember Steenrod advised that costs have risen for construction for either alternative. She would prefer to delay the project and study other uses for the site.

Councilmember Thomasson noted that he would not want to see more than minor improvements to the proposed site until other uses can be determined. He felt that it is important to make these determinations soon, as revenue sources for the Marina are important to the overall plan.

Councilmember Benjamin stated that the Marina is the City's greatest asset and it is important that Council determine the highest and best use of the site. He felt this should be a number one priority for in depth discussion at Council's upcoming retreat. He noted that he would be interested in public input.

City Manager Piasecki reminded Council that there is a need for the Marina to create revenue sources to fund the Marina Master Plan and if Council delays the dry stack storage, then it needs to determine where additional revenues can be found. He advised that some of the funds for this project could be directed to the expanded guest moorage project and use the rest of the money could be used to study other options, such as a commercial building and what that commercial use would entail.

MOTION was made by Mayor Sheckler, seconded by Councilmember Steenrod, to direct staff to reprogram the funds from the dry stack storage project to expand the scope of an existing project or to develop another project within the Marina, and to bring options back to Council for consideration. Further, to direct staff to begin the process of putting together a temporary use of the "Quartermaster" site such as open boat storage, etc. that would involve minimal cost.

Mayor Pro Tem Thomasson expressed agreement with Councilmember Sherman, that he would not be interested in any commercial use of the site that would build a strip mall or a restaurant.

VOTE ON MOTION: Motion passed unanimously.

OLD BUSINESS

Draft Resolution No. 03-309 6 Year Capital Improvement Plan - Review

Due to the lateness of the meeting, Mayor Sheckler announced that this item will be moved to the January 22, 2004 meeting.

NEXT MEETING DATE

Mayor Sheckler advised that the next regular meeting will be January 22, 2004.

ADJOURNMENT

At 10:06 p.m. **MOTION** was made by Councilmember Benjamin, seconded and passed to adjourn.

Respectfully submitted,

Denis Staab
City Clerk

ACTION ITEM FROM JANUARY 8, 2004 MEETING

- Supply Councilmembers with a map showing various stages of expanded guest moorage and bulkhead replacement at the Marina.

PRELIMINARY
SPECIAL MEETING DES MOINES CITY COUNCIL

MINUTES

January 22, 2004

The special meeting was called to order at 6:38 p.m. in the City Hall Conference Room, 21630 11th Avenue South, Suite A.

ROLL CALL - Present: Mayor Bob Sheckler, Mayor Pro Tem Scott Thomasson, Councilmembers Richard Benjamin, Gary Petersen, Dan Sherman, Maggie Steenrod, and Susan White. Also in attendance were Assistant City Manager Corbitt Loch and City Attorney Linda Marousek.

It was announced that the Council would hold an Executive Session for approximately 60 minutes to discuss with legal counsel representing the City litigation or potential litigation to which the City was or was likely to become a party, and about which public knowledge regarding the discussion was likely to result in an adverse legal or financial consequence to the City.

No formal action was taken.

ADJOURNMENT

The special meeting adjourned at 7:23 p.m.

Respectfully submitted,

Linda A. Marousek
City Attorney

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES

January 22, 2004

The regular meeting of the Des Moines City Council was called to order at 7:34 p.m. by Mayor Sheckler in the Council Chambers, 21630 11th Avenue South, Suite B.

PLEDGE OF ALLEGIANCE to the Flag was led by Councilmember Benjamin.

ROLL CALL - Present: Mayor Bob Sheckler, Mayor Pro Tem Scott Thomasson, Councilmembers Richard Benjamin, Gary Petersen, Dan Sherman, Maggie Steenrod, and Susan White. Also present were Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Chief of Police Roger Baker, Commander John O'Leary, Public Works Director Tim Heydon, Assistant City Engineer Maiya Andrews, Finance Director Paula Henderson, Park and Recreation Director Patrice Thorell, and Deputy City Clerk Angela Chaufy.

COMMENTS FROM THE PUBLIC

Lynne Voss, 20810 7th Place South

Ms. Voss urged Council to keep South 212th Street between Des Moines Memorial Drive and 7th Place South open. The street provided a second route out of the neighborhood. Ms. Voss said that the residents on the north end of the street were not surveyed regarding the potential closure of the street. Nine out of the ten people she polled indicated that they wanted the street to remain open. Ms. Voss said that it was unfair of the City to not survey all the surrounding properties.

Warren Elfstrom, 20801 7th Place South

Mr. Elfstrom asked Council to keep South 212th Street between Des Moines Memorial Drive and 7th Place South open. He said that the neighborhood considered the roadway a "courtesy street". He was not aware of any accidents occurring in the area. In closing, Mr. Elfstrom said that all residents affected should be part of the decision process.

Brent Oliver, 20831 7th Place South

Mr. Oliver agreed with the comments of the previous two speakers. He said that, if the roadway was to be closed, then the entire street should be closed. Mr. Oliver noted that a radar detector had been installed on South 208th Street and 6th Avenue South. He questioned its purpose and asked whether the roundabouts were working. Regarding the fireworks issue, Mr. Oliver said that current laws prohibit problem fireworks. He said that it would be wrong to prevent a family from using legal fireworks.

Bob Pond, 23116 30th Avenue South

Mr. Pond urged Council to ban fireworks. Stating that it was impossible for police to differentiate between legal and illegal fireworks, he said that all fireworks should be banned. Mr. Pond noted that sixteen surrounding cities have instituted a ban. Mr. Pond urged Council to not ignore the liability, cost, and potential harm to people and property caused by fireworks.

BOARD AND COMMITTEE REPORTS

Public Safety and Transportation

Councilmember Benjamin thanked Mayor Pro Tem Thomasson, Councilmember Petersen, and staff for their work on the Public Safety and Transportation Committee. He said that he was especially proud of the committee's work on the Pacific Ridge area.

Mount Rainier Pool

Councilmember Benjamin thanked Council, administration, and the community for their efforts to keep the Mount Rainier Pool open.

Chinese New Year

Councilmember Benjamin wished everyone a Happy Chinese New Year.

Business Community

Councilmember Steenrod reported that local business owners appreciated residents patronizing their businesses during the recent snow.

Affordable Housing Seminar

Councilmember Steenrod informed Council that the Housing Development Consortium of King County had hosted an Affordable Housing Seminar to discuss various ways to partnering with non-profits to provide affordable housing. She encouraged Council to follow the issue during the next year.

Mayor Sheckler thanked Councilmember Steenrod for attending the seminar.

METRO Bus Routes

Councilmember Sherman announced that a public open house regarding proposed revisions to Bus Route Nos. 130 and 132 would be conducted January 28, 2004 at the Burien Library.

Seattle South Side Visitor Service

Councilmember Sherman reported that the Seattle South Side Visitor Service was conducting a tourism seminar on January 29, 2004. A Des Moines' representatives could attend the meeting with permission. He suggested that the City impose a hotel tax and use the money to participate in the service.

Streamlined State Tax Legislation

In response to the letter from the Mayor of Edmonds regarding the streamlined sales tax proposal, Councilmember Sherman questioned whether Des Moines should participate in working with a lobbyist to aid the City's cause.

South 212 Street Potential Road Closure

Councilmember Sherman asked staff to provide a report regarding the potential closure of South 212th Street during the Administration Report.

Association of Washington Cities (AWC) Conference

Councilmember White announced that she would attend the AWC Conference next week.

Redondo Boat Launch

Councilmember White commented that the Redondo Beach Launch improvements were very nice.

Southwest King County Executive Committee

Councilmember White reported that she had attended the Committee's meeting on January 21, 2004. The Committee was working with people who wished to start business. Twelve inquiries regarding the Des Moines area had been received.

Export Promotion Symposium

Councilmember White announced that the Southwest King County Economic Development Initiative would host an export promotion symposium on February 4, 2004.

Southwest Transportation Committee

Councilmember White noted that she had attended a meeting of the Southwest Transportation Committee.

Speed Limits

Mayor Pro Tem Thomasson noted that there was a 40 mph speed limit sign south of 16th Avenue South and South 272nd Street. He noted that speed limits were established by ordinance. Mayor Pro Tem Thomasson recommended that the speed limit and South 212th Street issues be sent to the Public Safety and Transportation Committee for review.

PRESIDING OFFICER'S REPORT

Memorial Service for Kelly Ford

Mayor Sheckler announced that the memorial service for former City employee Kelly Ford would be conducted January 31, 2004 at 11:00 a.m. at Gethsemane Funeral Home.

Certificates of Appreciation

Mayor Sheckler distributed certificates of appreciation for their committee service to the following individuals:

Human Services Advisory Committee

Gene Snyder

Brenda Anders-Larson

Senior Services Advisory Committee

George Hadley

Keith Noess

Committee and Liaison Assignments

MOTION was made by Councilmember Sherman, seconded by Councilmember White, and passed unanimously to nominate Mayor Sheckler as Airport Communities Coalition liaison.

MOTION was made by Mayor Sheckler, seconded by Councilmember Sherman, and passed unanimously to nominate Councilmember White as Airport Communities Coalition liaison alternate.

Mayor Sheckler proposed the following Council committee and liaison assignments:

Standing Committee Assignments

Environment	Mayor Pro Tem Thomasson, Chair Councilmember Peterson and Benjamin
Economic Development	Councilmember White, Chair Mayor Sheckler and Councilmember Steenrod
Municipal Facilities	Mayor Sheckler, Chair Mayor Pro Tem Thomasson and Councilmember Petersen
Public Safety and Transportation	Mayor Pro Tem Thomasson, Chair Councilmembers Petersen and Sherman
<u>Liaison Assignments</u>	
Chamber of Commerce	Councilmember White Mayor Sheckler, Alternate
Human Services Advisory Board	Councilmember Benjamin
Planning Agency	Mayor Pro Tem Thomasson
Senior Advisory Committee	Councilmember White
SR 509 Steering Committee	Councilmember Sherman Public Works Director, Alternate
South King County Transportation Board	Councilmember Sherman Public Works Director, Alternate
Suburban Cities Association	Mayor Sheckler
Water Resource Inventory Area 9 Management Committee (WRIA 9)	Mayor Pro Tem Thomasson Assistant City Engineer Reinhold, Alternate

MOTION was made by Councilmember Sherman and seconded by Councilmember White to confirm Mayor Sheckler's Council committee and liaison assignments.

Mayor Pro Tem Thomasson explained that Assistant City Engineer Reinhold attended the Water Resource Inventory Area 9 Management Committee meetings and briefed him on the discussion as the meetings conflicted with Council meetings.

VOTE ON MOTION: Motion passed unanimously.

ADMINISTRATION REPORT

South Highline National Little League Contribution to Steven J. Underwood Park

On behalf of the South Highline National Little League, Clayton Hall and Randy Potter presented the mayor with a check in the amount of \$3,000 for lighting improvements at the Steven J. Underwood Park.

Mr. Potter voiced appreciation for the City's efforts to provide fields and a safe environment for children to play.

South 212th Street Report

Assistant City Manager Loch introduced the subject. He informed Council that a resident in the area had proposed the closure of the street. The issue was still under investigation by staff.

Mayor Pro Tem Thomasson recommended that the subject be discussed at the Public Safety and Transportation Committee meeting.

Public Works Director Heydon informed Council that a water main break had caused the current closure of the road. He expressed concern regarding the road's steep slope (23-24%), its limited sight distance, and its retaining wall.

Mayor Pro Tem Thomasson said that Highline Water District should repair the street to its prior condition. He said that the potential closure of the street was a separate issue.

Assistant City Engineer Andrews informed Council that Highline Water District was willing to do the work to close the street.

Councilmember Sherman and Mayor Sheckler agreed that Highline Water District had a responsibility to make the street whole.

Councilmember Steenrod said that, if the street was going to be made a dead-end, it would be a waste of money to repair it and then tear it down.

Councilmember Benjamin agreed that the project should be done right the first time.

Council concurred that the issue should be remanded to the Public Safety and Transportation Committee.

CONSENT CALENDAR was read by Deputy City Clerk Chaufy.

1. Motion is to approve the minutes of December 22, 2003.
2. Findings: Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the City Council.
Motion: As of this date the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the above list and further described as follows:

Claim checks # 92479 through #92634 & electronic fund transfers in the total amount of \$728,290.62

Payroll fund transfers in the total amount of \$344,477.15

3. Motion is to confirm Mayor Sheckler's appointments of Shuryl Potter and Mack VanWyk to four (4) year terms on the Senior Services Advisory Committee effective January 1, 2004.

4. Motion is to adopt the 2004 Exhibit A for the Memorandum of Understanding between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Renton, SeaTac and Tukwila for the joint Human Services Funding Program.
5. Motion is to accept \$20,000 from King County and to authorize the City Manager to sign the necessary agreements equaling \$20,000 for construction of landscape arbors within the Redondo Boat Launch parking lot. This motion includes the option of increasing the construction contract with Ohno Construction by \$20,000 for construction of the landscape arbors.
6. Motion is to approve contract #D33333D between the City of Des Moines and King County for a King County Youth Sports Facility Grant in the amount of \$50,000 for improvements to Midway Park and authorize the City Manager to sign the agreement substantially in the form as submitted.
7. Motion is to approve contract #D33332D between the City of Des Moines and King County for a King County Youth Sports Facility Grant in the amount of \$50,000 for improvements to Steven J. Underwood Memorial Park and authorize the City Manager to sign the agreement substantially in the form as submitted.

MOTION was made by Councilmember Benjamin, seconded by Mayor Pro Tem Thomasson, and passed unanimously to approve the consent calendar as read.

AGENDA REVISION

Mayor Sheckler announced that Draft Resolution No. 03-316 2004 Waterland Festival had been removed from the agenda upon the request of the Des Moines Chamber of Commerce. Council would address New Business, Item No. 1 as the first order of business.

NEW BUSINESS

Fireworks

Assistant City Manager Loch informed Council that Fire District No. 26 had asked that the fireworks issue be brought before Council. He introduced the following Fire District No. 26 personnel:

Fire Chief Jim Polhamus
Fire Marshal Ron Biesold
Battalion Chief Vic Pennington
Fire District No. 26 Commissioners Gary Bollinger, James Fossos and Jerry Harris

Commander O'Leary asked Council to bring the current Code language concerning fireworks into compliance with State law. He also informed Council that police service calls increased on the fourth of July and extra patrol staff was required. Many of the calls involve illegal fireworks. Commander O'Leary said that fireworks also created a cost issue due to the increase in calls to Valleycom.

Fire Marshal Biesold distributed pictures of various legal and illegal firework.

Fire Chief Polhamus asked Council to ban the possession and discharge of fireworks due to the safety risk they presented. He informed Council that the fire department had responded to seventeen fires within a six-day window surrounding the fourth of July. Typically, the department responds to that many fires in a one to two month period. Fire Chief Polhamus

recounted the damage caused by fireworks to a Kent apartment complex, to Grandview Park, and a forested area in Carnation. He proposed the following:

- Prohibit the sale and possession of fireworks
- Educate the public regarding the dangers of fireworks and the ban
- Enforce the ban with the Police Department
- Support alternatives such as public displays

In closing, Fire Chief Polhamus said that the risks created by fireworks were unacceptable.

Assistant City Manager Loch asked Council for direction regarding the issue. He noted that a one-year waiting period was required before any ban could take effect.

Commander O'Leary said that the police currently have difficulty distinguishing between common and illegal fireworks. He noted that an officer could only cite an individual for discharging illegal fireworks if the action occurred in the presence of the officer. Commander O'Leary said that a ban would simplify the identification process for the police. If banned, Council had authority to determine whether violation of the law would be a criminal issue or an infraction.

Mayor Pro Tem Thomasson said that he was not prepared to take away the freedoms of the responsible due to the actions of the irresponsible. He encouraged the Fire Department to educate the public early at fireworks stands and in schools.

MOTION was made by Councilmember Sherman and seconded by Councilmember White to direct Administration to prepare an ordinance banning the sale and discharge of fireworks.

Councilmember Sherman clarified that the motion was not intended to ban professional displays. He informed Council that there was a fire on his property last year due to a bottle rocket. Councilmember Sherman stated that people were affected by the actions of a few and Council should not create a situation that allowed people to get out of control. He said that people should not have to live in fear of being harmed by the fireworks of their neighbors.

Councilmember Benjamin said that he was not willing to let the actions of a few ruin the celebration of the Fourth of July for responsible people. He voiced support for maintaining the status quo.

Councilmember White voiced agreement with Councilmember Sherman's previous comments.

Councilmember Steenrod said that a ban would probably not solve the complaint issue but would aid enforcement.

Commander O'Leary stated his belief that a ban would enhance community safety.

Mayor Pro Tem Thomasson said that the Police were not able to successfully enforce the current ban on discharging fireworks in the City parks. If a ban was adopted, then he would expect enforcement of the ban.

Councilmember Benjamin suggested that the City use its local access channel to educate the public regarding fireworks.

Fire Chief Polhamus said that education was part of the solution but a ban would help to enforce and send a clear, consistent message. He said that data indicated that incident and injury reports had decreased after the banning of fireworks in other communities.

Commissioner Fossos voiced support for the police and fire departments' comments. He recounted various injuries due to fireworks he had seen during his experience as a Seattle firefighter. He encouraged Council to ban fireworks.

Commissioner Harris said that banning fireworks was the first step while education was the second phase.

VOTE ON MOTION: Motion failed, 3 – 4, with Mayor Pro Tem Thomasson, Councilmembers Benjamin, Petersen, and Steenrod opposed.

At 9:05 p.m., Mayor Sheckler declared a ten-minute break.

MOTION was made by Councilmember Steenrod, seconded by Councilmember Petersen, and passed unanimously to adopt state law and create a local restriction permitted under RCW 70.77.395 to allow discharge of “common/consumer fireworks” only on the Fourth of July from 9:00 a.m. to 11:00 p.m.

OLD BUSINESS

Draft Resolution No. 03-309 Six Year Capital Improvement Plan Review

Finance Director Henderson explained that MCI Fund, Option 1 proposed funding capital expenditures with existing revenue sources. Option 2 proposed funding capital expenditures with a levy lid lift.

MOTION was made by Mayor Pro Tem Thomasson and seconded by Councilmember Sherman to remove \$75,000 for the Des Moines Beach Park project from the 2005 CIP.

Mayor Pro Tem Thomasson said that his motion was based upon earlier comments from staff stating that a cheaper option could be available. He said he was willing to spend \$5,000 for a study on the Park.

Park and Recreation Director Thorell confirmed that a less expense option had been discussed and, if approved, the study would be funded through the General Fund. If Council did not fund the master plan, she asked that the money be reallocated for park improvements currently not included in Option 1.

VOTE ON MOTION: Motion passed unanimously.

Mayor Pro Tem Thomasson said that he was not interested in discussing Option 2 until a levy lid lift had been passed by the voters and revenues were in place.

Council concurred.

Due to the City's budget shortfall, Mayor Pro Tem Thomasson voiced support for the Steven J. Underwood facility and project but said that he did not believe the City could afford to allocate \$980,302 to the Steven J. Underwood Park, Phase II project in 2007. He noted that funding for street repairs had been reduced.

MOTION was made by Mayor Pro Tem Thomasson and seconded by Councilmember Benjamin to remove the Steven J. Underwood Park, Phase II from the Plan.

Councilmember Sherman agreed with Mayor Pro Tem Thomasson's comments but voiced support for leaving the project in the CIP as its inclusion would be a helpful tool for staff to secure grants for the project.

Mayor Pro Tem Thomasson noted that if the project remained in the CIP, the money could not be allocated to arterial streets. He stated his belief that the City needed to repair the streets before authorizing park improvements. He suggested that funded projects and "wish list" projects be listed separately.

Park and Recreation Director Thorell explained that, if funds were not available for a matching grant, the grant money would not be available. She also noted that grant provisions required Council to identify the location of the Community Center site this year. They could later change the site of the center.

Mayor Pro Tem Thomasson said that, if the motion passed, he intended to make a motion to allocate the money to streets.

Councilmember Sherman suggested that Council base the current year CIP on the actual budget but include "wish list" projects for future years based upon hoped for revenues.

Councilmember Benjamin recommended that Council revisit the issue next year as a project for 2008. He voiced support for the project but said that streets should be Council's priority.

Councilmember Steenrod suggested that the project remain in the plan so that staff could apply for grants. Council could review the project again during next year's CIP process.

VOTE ON MOTION: Motion failed, 2 - 5, with Mayor Pro Tem Thomasson and Councilmember Petersen voting "YES".

MOTION was made by Councilmember Sherman, seconded by Councilmember Steenrod, and passed unanimously to reprogram the \$75,000 previously allocated to the Des Moines Beach Park Repairs project to streets.

In response to Mayor Pro Tem Thomasson's questioning, Park and Recreation Director Thorell clarified that King County Open Space funds would be directed to the Marine View Drive Bridge Project. Staff would recommend the allocation of park in lieu funds as eligible projects arose.

In response to Councilmember Sherman's questioning, Park and Recreation Director Thorell briefly described the following projects identified in Option 2:

- Des Moines Beach Park play equipment renovation
- Field House Park play area addition
- Skate Board Park repairs
- Parkside Park's lead and arsenic mitigation
- Zenith Park improvements
- Wooton Park lighting, play equipment, and parking improvements
- Cecil Powell Park improvements
- Kiddie Park play equipment restoration
- Water Tower Park minor repairs
- Westwood Park minor repairs
- Des Moines Beach Park future improvements

Upon questioning from Councilmember Steenrod, Park and Recreation Director Thorell listed the expenditures associated with the cost of the Activity Center.

MOTION was made by Councilmember Steenrod and seconded by Councilmember Benjamin to reduce the 2005 allocation for the Activity Center to \$20,000.

Mayor Pro Tem Thomasson expressed concern that the City had not met the frontage improvements required of private developers. He said that he had expected the 2005 CIP to include the required frontage developments.

VOTE ON MOTION: Motion passed, 4 – 3, with Mayor Sheckler, Councilmembers Sherman and White opposed.

MOTION was made by Mayor Pro Tem Thomasson and seconded by Councilmember Steenrod to have curb, gutter and sidewalk frontage improvements be included in the Activity Center remodel or as a separate line item and to have the funding for the project taken from the \$75,000 previously allocated for Des Moines Beach Park repairs.

Mayor Pro Tem Thomasson clarified that his motion included construction of a walkway from the building to the street.

VOTE ON MOTION: Motion passed unanimously.

In regard to the \$20,000 allocated to the Activity Center, Councilmember Steenrod clarified that the money should be spent on the Center's most pressing needs.

MOTION was made by Mayor Pro Tem Thomasson and seconded by Councilmember Steenrod to delete the Shoreline Master Plan from the MCI expenditures.

Mayor Pro Tem Thomasson said that the project had an offsetting grant. As the project was not related to capital, he felt that it should be budgeted in the operating fund.

At 10:22 p.m., Councilmember Benjamin left the chambers.

VOTE ON MOTION: Motion passed, 6 – 0. (Councilmember Benjamin was not present to vote.)

At 10:24 p.m., Councilmember Benjamin returned to the chambers.

MOTION was made by Mayor Pro Tem Thomasson and seconded by Councilmember Sherman to have the transfer from the General Fund be in compliance with existing City ordinances.

VOTE ON MOTION: Motion passed, 6 – 1, with Councilmember Benjamin opposed.

NEXT MEETING DATE – Study Session, February 5, 2004

ADJOURNMENT

At 10:27 p.m., **motion** was made by Mayor Pro Tem Thomasson, seconded by Councilmember Steenrod, and passed unanimously to adjourn the meeting.

Respectfully submitted,

Angela M. Chaufty
Deputy City Clerk

ACTION ITEMS FROM JANUARY 22, 2004 MEETING

- Incorporate Council's direction into the Capital Improvement Plan's MCI Fund document.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL CITY OF DES MOINES, WASHINGTON

SUBJECT: Consent -- Calendar:
Department of Ecology
Coordinated Prevention
Grant (CPG) Grant
No. G0400158

AGENDA OF: February 12, 2004

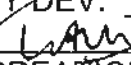
DEPT. OF ORIGIN: Community Dev.

DATE SUBMITTED: February 6, 2004

ATTACHMENT:

1. CPG Grant No. G0400158

CLEARANCES:

[X] COMMUNITY DEV. 
[X] LEGAL 
[] PARKS/RECREATION
[] PUBLIC WORKS

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL 

Purpose and Recommendation

The purpose of this report is for the City Council to review the 2004-2005 Coordinated Prevention Grant (CPG) Grant Number G0400158 between the City of Des Moines and the Washington State Department of Ecology. The City Council is required to review all Interlocal Agreements between the City and other public agencies.

This contract will provide grant money to help pay for our annual Household Hazardous Waste Collection and Recycling Events. If the City Council decides to accept the contract and grant, staff recommends that the City Council make the following motion:

Motion: "I move to authorize the City Manager to sign the 2004-2005 CPG grant number G0400158 between the City of Des Moines and the Washington State Department of Ecology."

Background

This agenda item seeks City Council approval of the CPG contract for 2004-2005. The CPG will allocate \$35,205 to the City of Des Moines recycling program. Specifically, the CPG will be used to sponsor a second Household Hazardous Waste Collection and Recycling Event for 2004 and 2005.

The City has sponsored an annual Household Hazardous Waste Collection and Recycling Event since 1993. This event is usually referred to as the "Fall Event" because it usually takes place in October. The Fall Event has proven to be exceptionally popular among Des Moines residents because it provides a local site to recycle materials that are not accepted by Sea Tac Disposal's curbside recycling program. Residents will be able to recycle motor oil, oil filters, porcelain toilets and sinks, cardboard, computer monitors, petroleum based products, antifreeze, tires, batteries, electronic equipment including cell phones, scrap metals, appliances, propane tanks, and reusable household items. At the Fall Event, these "hard-to-recycle" items are accepted at little or no cost.

Discussion

In the past, the Fall Event has been paid for entirely with LHWMP and WR/R grant monies. This year, the Recycling Coordinator applied for the CPG to fund a second hazardous waste collection event, the "Spring Event", for April 2004 and April 2005.

Staff has tentatively planned the Spring Event for the Saturday before Sea Tac Disposal's annual Spring Clean week. During the week of Spring Clean, Sea Tac Disposal provides curbside pick up of yard waste, garbage, non-hazardous recyclables, appliances and bulky items for all single-family residences for free or for a nominal fee. By coordinating the two clean-up events, residents can dispose of, and/or recycle, hazardous and non-hazardous household items all within a one-week period. Both the Sea Tac's Spring Clean and the City's household hazardous waste collection event have proven to be popular with Des Moines residents. The events are also a proactive approach in preventing illegal dumping and contamination of the solid waste stream.

Staff is currently working with Olympic Environmental Resources (OER) to be the coordinator for the Fall and Spring Events. OER has been the City's Fall Event coordinator for several years and continues to refine the collection program to respond to changing conditions. If the City Council accepts the CPG, staff will negotiate a contract with OER and bring it to the City Council for review under a separate agenda item.

Staff has reviewed the attached grant agreement and is prepared to administer the grant as required by the Department of Ecology. Staff notes that a "local share" of \$11,068 is required under the CPG agreement. However, the CPG allows other grant sources, such as the LHWMP and WR/R grants, to count as our local share contribution. Therefore, staff is able to provide the Spring Event at no cost to the City.

Alternatives

1. Accept the 2004-2005 CPG (Grant No. G0400158).
2. Do not accept the 2004-2005 CPG (Grant No. G0400158).
3. Continue this Agenda Item and request that staff provide additional information on the grant or the City's recycling program.

Financial Impact

There will be no fiscal impact to the City related to Grant Number G0400158.

Recommendation

Staff recommends that the City Council accept the 2004-2005 CPG (Grant No. G0400158).

Grant No. G0400158
 Coordinated Prevention Grant
 Agreement with City of Des Moines

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
 AND
 CITY OF DES MOINES

This is a binding agreement entered into by and between the State of Washington Department of Ecology, hereinafter referred to as the DEPARTMENT, and the City of Des Moines, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

RECIPIENT NAME & ADDRESS	City of Des Moines 21630 11 th Ave South Suite D Des Moines WA 98198-6317
RECIPIENT PROJECT COORDINATOR	Shanta Frantz
TELEPHONE	206-870-6551
FAX	206-870-6544
E-MAIL	sfrantz@cityofdesmoines.com
REGIONAL PROJECT OFFICER	Steven Williams
TELEPHONE	425-649-7048
FAX	425-649-7098
E-MAIL	stwi461@ecy.wa.gov
FUNDING SOURCE	Local Toxics Control Account
MAXIMUM ELIGIBLE COST	\$44,273
STATE GRANT SHARE	\$33,205
LOCAL SHARE	\$11,068
STATE MAXIMUM GRANT PERCENT	75 %
FEDERAL TAX IDENTIFICATION NO.	91-6016496

For the purpose of this agreement, the RECIPIENT will be allowed to match the DEPARTMENT share with cash and interlocal in-kind costs in accordance with pre-application instructions.

This grant is effective on January 1, 2004. Any work performed prior to the effective date of this agreement without prior written authorization and specified in the Scope of Work will be at the sole expense and risk of the RECIPIENT.

This agreement shall expire no later than December 31, 2005.

SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT's goals, activities, budget(s) and schedule(s) and expected outcomes.

Recipient Responsibilities: The RECIPIENT is responsible for implementing activities identified in the local Solid Waste Management Plan (SWMP), the Moderate Risk Waste Plan (MRWP), and/or the Hazardous Waste Management Plan (HWMP).

1. PROJECT TITLE: RECYCLING COLLECTION EVENTS (WRR)

Goal Statement

The goal of this project is to provide Des Moines residents with the opportunity to divert hard-to-recycle items from the residential waste stream by hosting special recycling collection events for city residents.

Maximum Eligible Cost: \$ 44,273

Schedule: January 1, 2004 through December 31, 2005

Project Description:

The RECIPIENT shall promote and coordinate four special collection events. The events shall take place each spring and fall of this grant cycle and will serve to collect household hazardous waste (HHW) and hard-to-recycle solid waste.

Promotional advertising for the events shall occur in advance of the events through direct flyer mailing, city newsletters, newspaper advertisements, and postings at city hall. Copies of all promotional material shall be submitted to the DEPARTMENT. Costs for disposal of usable latex paint and uncontaminated used oil in a landfill are not eligible for reimbursement. The costs of processing and disposal of non-HHW materials are not eligible for reimbursement. Small quantity generator waste will not be accepted at these events.

Project income directly generated as a result of the activities funded by this grant shall be reported as a credit against the expenses of that activity on Form C2.

TARGET PLAN

TARGET: <i>(What measurable change or accomplishment this project will achieve)</i> Over the two-year grant period – 1,950 households will divert 337 tons of hazardous and solid waste recyclables from disposal				
MILESTONES <i>(Intermediate results that lead to the target)</i>			ACTIONS	MEASUREMENT
<i>The number of people or businesses</i>	<i>who take the steps described below</i>	<i>by this date.</i>	<i>The actions the recipient takes to encourage the change</i>	<i>How the recipient knows the change took place</i>
		February 04 and 05, July 04 and 05	Arrange date and site of events	Receive signed use permits from vendors
		March 04 and 05, August 04 and 05	Arrange event vendors	Signed vendor participation agreements
29,510 citizens annually	Receive flyer/brochure	March 04 and 05, September 04 and 05	C. Event Publicity	Confirmation from post office
975 citizens annually	Bring recyclable waste to events	April 04 and 05, October 04 and 05	D. Hold Collection Event	Weight slip and manifest from vendors

Communication/Reporting:

The DEPARTMENT's project officers will contact the RECIPIENT representatives in accordance with the implementation/verification schedule(s) attached herein. It is the responsibility of the RECIPIENT to be prepared to discuss if the project is moving along on schedule and what technical assistance may be required. Reporting needs will be determined at this time. All payment requests must be accompanied by a progress report that is satisfactory to the specifications of the grant officer. Payment requests are due at least every 12 months and no more frequently than every six months.

The RECIPIENT must also complete annual reports on the prescribed forms and submit to the DEPARTMENT a Final Performance Analysis report (FPA) including the effectiveness of the approaches used and any lessons learned, unless instructed otherwise by the DEPARTMENT. The FPA is due no later than 45 days following the expiration of this agreement.

When completing the FPA, the RECIPIENT is required to complete the "innovative/learning project" requirement as described on page 53 in the Guidelines under the heading of Project Analysis. Project 1 of this agreement may not be used as the innovative/learning project.

Grant No. G0400158
 Coordinated Prevention Grant
 Agreement with City of Des Moines

IMPLEMENTATION/VERIFICATION SCHEDULE

Project Step	Milestone	Contact Date	Status and Comments
1C – Event Publicity	Brochures/flyers received by residents	March 04 and 05 August 04 and 05	
1D – Hold Collection Events	Residents attend events – participation and generation targets achieved	April 04 and 05 October 04 and 05	

CPG BUDGET

PROJECT TASK	MAXIMUM ELIGIBLE COST
1. Recycling Collection Events (WRR)	\$ 44,273
TOTAL	\$ 44,273

FUND SOURCE

Total Eligible Cost		\$ 44,273
FUND	FUND SHARE (%)	MAXIMUM FUND AMOUNT
Local Toxics Control Account (LTCA)	75 %	\$ 33,205
MATCH REQUIREMENT	MATCH SHARE (%)	MATCH AMOUNT
Cash Match or Interlocal Costs	25 %	\$ 11,068

ADDITIONAL BUDGET CONDITIONS

- Overhead is eligible; the RECIPIENT may charge 25 percent of RECIPIENT salaries and benefits applied directly to the project as overhead.
- The RECIPIENT contact for billing and invoice questions is:
 NAME: Paul Devine
 TELEPHONE: 206-938-8262
- Grant payments should be made out payable to the following and mailed to this address:

City of Des Moines
21630 11th Ave South Suite D
Des Moines WA 98198

SPECIAL TERMS AND CONDITIONS

A. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT's goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6% WBE
Architecture/Engineering	10% MBE	6% WBE
Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

No contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of these goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

By signing this Agreement, the RECIPIENT certifies that these steps were, or will be followed. Any contractor engaged by the RECIPIENT under this agreement shall be required to follow these five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT payments made to qualified firms at the time of submitting each invoice and on forms provided by the DEPARTMENT. The report will address:

1. Name and State OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
2. The total dollar amount paid to qualified firms under this invoice.

B. INTERLOCAL AGREEMENTS

If parties other than the RECIPIENT are contributing to the local share of project costs, memoranda of understanding or other written agreements confirming the contribution must be negotiated. These agreements must specify the exact work to be accomplished and be signed by all parties contributing to the local match of this project. Copies of these agreements shall be submitted to the DEPARTMENT.

C. PROCUREMENT AND CONTRACTS

1. The RECIPIENT shall follow their standard procurement procedures and/or applicable state law in awarding contracts; RECIPIENTS with no formal procurement procedures must comply with the "Standards for Competitive Solicitation", found in the Administrative Requirements for Ecology Grants and Loans, WDOE 91-18 (Revised October 2000).
2. Following execution, at the request of the DEPARTMENT, the RECIPIENT shall submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to the DEPARTMENT.
3. The RECIPIENT may use existing contracts that conform to adopted procurement procedures and applicable state laws. The RECIPIENT shall notify the DEPARTMENT if it used contracts entered into prior to the execution of the grant agreement for performance of grant funded activities.

D. SEPA COMPLIANCE

To ensure that environmental values are considered by the state and local government officials when making decisions, the RECIPIENT shall comply with the provisions of the State Environmental Policy Act (SEPA), Chapter 41.23C RCW, and the SEPA Rules, Chapter 197-11 WAC. Copies of the SEPA documents shall be sent to the DEPARTMENT's Environmental Review Section, the appropriate regional office, and Ecology's Waste Management Grants Section.

E. WETLANDS PROTECTION

To comply with the directive of Executive Order 90-04, Protection of Wetlands, all local governments are requested and encouraged to make all of their actions consistent with the intent of this executive order; specifically, (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetlands, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative.

F. FAILURE TO COMMENCE WORK

The DEPARTMENT reserves that right to terminate this grant in the event the RECIPIENT fails to commence work on the project funded herein within six (6) months after the effective date.

G. PROJECT INCOME

Any project income directly generated as a result of the activities funded by this grant shall be reported as a credit against the expenses of that activity, as required by the DEPARTMENT's Administrative Requirements for Ecology Grants and Loans, WDOE 91-18 (Revised October 2000).

H. GRANT PROJECT REPORTING

The RECIPIENT, in conjunction with submission of payment requests, or at the request of the project officer, shall prepare Progress Reports and submit them to the DEPARTMENT as required by paragraph J, General Terms and Conditions "Compensation". These reports shall include, but not be limited to, the following information:

1. Brief description of activities for each project.
2. Brief discussion of progress toward expected outcomes.
3. Notification of any successful projects worth sharing with other jurisdictions or the media, needs for technical assistance from the DEPARTMENT, or any other comments and relevant information

I. PROMOTIONAL AND EDUCATIONAL MATERIALS

A copy of all promotional and educational materials developed as part of this grant shall be submitted to the DEPARTMENT concurrent with public distribution. The DEPARTMENT shall have the right to use any printed materials developed as part of this project in any manner the DEPARTMENT deems appropriate. The Washington State Department of Ecology will be acknowledged for providing funding in all published material and oral presentations that result from this grant.

J. AMENDMENTS AND MODIFICATIONS

No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and DEPARTMENT and made part of this agreement; EXCEPT a letter of amendment will suffice to redistribute the budget without increasing the total maximum eligible cost or to change the DEPARTMENT's Project Officer or the RECIPIENT's Project Coordinator or to extend the period of performance as set forth in the Grant Agreement.

Grant No. G0400158
Coordinated Prevention Grant
Agreement with City of Des Moines

K. ALL WRITINGS CONTAINED HEREIN

This agreement, the appended "General Terms and Conditions", and the DEPARTMENT's Administrative Requirements for Ecology Grants and Loans, WDOE 91-18 (Revised October 2000), contain the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereby execute this Grant:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF DES MOINES

Cullen D. Stephenson	Date
Program Manager	
Solid Waste and Financial Assistance	

Authorized Official
Date

Print Name of Authorized Official

Title

GENERAL TERMS AND CONDITIONS
Pertaining to Grant and Loan Agreements of
the Department of Ecology

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall not assign or subcontract performance to others unless specifically authorized in writing by the DEPARTMENT.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. The RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

5. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance and a financial bond. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.

6. Unauthorized Expenditures. All payments to the RECIPIENT shall be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.

7. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.

8. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; Provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per annum from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

