Executive Session - 6:45 p.m. Real Estate

AGENDA
REGULAR MEETING DES MOINES CITY COUNCIL
June 26, 2003 - 7:30 p.m.

CALL TO ORDER - Mayor Steenrod

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.

BOARD & COMMITTEE REPORTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

CONSENT CALENDAR*

1. Motion is to approve the special and regular minutes of June 5, the special minutes of June 9, 10 and 11, and the special and regular minutes of June 12, 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 # through # & electronic fund transfers in the total amount of $

   Payroll fund transfers in the total amount of $
3. Draft Resolution No. 03-172 - Title: A Resolution of the City Council of the City of Des Moines, Washington, fixing a time for a public hearing to consider vacation of a portion of public right-of-way in the City of Des Moines.

   MOTION is to approve Draft Resolution No. 03-172 setting a Public Hearing for August 14, 2003.
4. Motion is to confirm Mayor Steenrod's appointment of Debbie Malo to a vacant position on the Des Moines Senior Services Advisory Committee expiring December 31, 2003.
5. Motion is to approve the Interlocal Cooperative Agreement to Provide Law Enforcement Mutual Aid and Mobilization between the Cities of King County, University of Washington Police and King County, and to authorize the City Manager to finalize and sign the Interlocal Agreement substantially in the form as submitted.

6. Motion is to approve the agreement with Wood/Harbinger, Inc. for providing design and engineering services for the Upgrades to the Electric Power Distribution Project, in the amount of $81,995, plus a 5% contingency, and authorize the City Manager to sign the agreement in substantially in the form as approved by the City Attorney.
7. Motion is to approve the "Consent Judgment & Decree of Appropriation" in King County Superior Court Cause No. 02-2-33124-6 KNT and to authorize the City's retained counsel to approve said Judgment and Decree and present it to the court, for approval and entry, substantially in the form as submitted.

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

PUBLIC HEARING

Final Assessment Roll for LID No. 1-97-9 - 4th Place South Right-of-Way

SUMMARY: The purpose of this item is to request Council to open the public hearing for the final assessment roll of the 4th Place South Right-of-Way Local Improvement district #1-97-9. One protest letter has been received and is currently under review. Staff is recommending that Council continue the public hearing to the July 10, 2003 Council meeting.

OLD BUSINESS

1. Draft Resolution No. 03-176 Authorizing 2003 Waterland Festival Beer Garden

   SUMMARY: At the Council meeting of June 12, 2003, staff was directed to prepare a draft resolution authorizing the Chamber of Commerce to operate a beer garden at the 2003 Waterland Festival. The draft resolution will authorize the operation of the Waterland Pub during the 2003 Festival subject to certain conditions.

2. Draft Ordinance No. 02-177 Mobile Home Park Regulations - 1st Reading

   SUMMARY: Currently mobile home parks in the City are nonconforming uses. Under this draft ordinance mobile home parks established before July 1, 1992, may become legal, nonconforming uses upon approval of a site plan. Because of the enforcement and regulations, RV's will remain prohibited uses.

NEW BUSINESS

1. Draft Resolution No. 03-157 Beck-Kombol Easement Request

   SUMMARY: William & Jennifer Kombol are requesting that the City grant a temporary easement for street side-slope purposes across City owned property. The purpose of this agenda item is to provide information related to this request enabling the City Council to determine if it should pass a resolution authorizing the City Manager to sign this easement.

2. ACC Funding

   SUMMARY: The purpose of this agenda item is to allow the City Council to authorize payment to fund the City of Des Moines 2003 payment to the Airport Communities Coalition.

3. Draft Ordinance No. 03-177 Amending 2003 Budget to Re-program MCI Funds

   SUMMARY: The purpose of this agenda item is to request Council's approval of Draft Ordinance No. 03-177 amending the 2003 budget by authorizing appropriations to complete the Steven J. Underwood Memorial Sports Park Phase I and Activity Center, and to authorize appropriations form Senior Services Donations and Special Events Revenues, and from available unreserved ending fund balance of $49,418.

NEXT MEETING DATE - Regular Meeting July 10, 2003

The July 3, 2003, Study Session is canceled.

ADJOURNMENT

PRELIMINARY
SPECIAL MEETING DES MOINES CITY COUNCIL

MINUTES

June 5, 2003

The special meeting was called to order by Mayor Pro Tem Benjamin at 7:18 p.m. in the City Hall Conference room.

ROLL CALL - Present: Mayor Pro Tem Richard Benjamin, Councilmembers Bob Sheckler, Scott Thomasson and Susan White. Absent: Mayor Maggie Steenrod and Councilmember Gary Petersen (both excused). Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek and outside counsel Duncan Wilson.

Mayor Pro Tem Benjamin announced that the Council would hold an Executive Session for approximately 15 minutes to discuss real estate matters, about which public knowledge might have an adverse impact on price to the detriment of the City.

7:30 p.m. Assistant City Manager announced that the executive session will last approximately 5 minutes more.

No formal action was taken.

ADJOURNMENT

The executive session was adjourned at 7:37 p.m.

Respectfully submitted,

Linda A. Marousek
City Attorney

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES

June 5, 2003

At 7:30 p.m. Assistant City Manager Loch announced that the executive session would last approximately another 5 minutes.

The regular study session of the Des Moines City Council was called to order at 7:45 p.m. by Mayor Steenrod in the Council Chambers, 21630 11th Avenue South, Suite B.

PLEDGE OF AGLLIANCE to the Flag was led by Councilmember Thomasson.

ROLL CALL - Present: Mayor Maggie Steenrod, Mayor Pro Tem Richard Benjamin, Councilmembers Gary Petersen, Bob Sheckler, Scott Thomasson and Susan White. Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Assistant City Engineer Maiya Andrews and City Clerk Denis Staab.

DISCUSSION ITEMS

Contract for Police Chief Recruitment

City Manager Piasecki announced that effective June 15, 2003, Police Chief Donald Obermiller will be retiring after serving 34 years with the City of Des Moines. He invited everyone to an open house to honor Chief Obermiller on June 13th at 1 p.m. at the Police Service Center, and wish him well.

City Manager Piasecki noted that the Police Chief is the most visible and well-known department head, if not the most visible and well-know employee of the City. The Chief oversees the largest portion of the City's budget (over $5 million) and sets the tone and attitude of the Police force. He felt that the City's residents expect that the City will look for and choose the best person, the best fit, for the community. Therefore, after much thought, he has decided that an external process, rather than in house, would be the best method to use for recruitment for the position. He recommended Waldron and Company be awarded a contract. He stated that they are familiar with the City as they have worked with the City in the past and have conducted several chief of police searches in the last few years. He further noted that in-house staff does not have the experience of recruiting for this position.

Upon questioning by Council, City Manager Piasecki advised that using this firm would not preclude appropriate City staff from applying for the position.

MOTION was made by Councilmember Sheckler, seconded by Councilmember White, to approve the contract with Waldron and Company to conduct the recruitment for the position of Chief of Police substantially in the form as submitted. Motion passed unanimously.

Waterland Festival Beer Garden

Mayor Steenrod stated that due to the number of items on the Agenda and the need to interview Council candidates, she would suggest moving this discussion item to the June 12th Council agenda.

MOTION was made by Mayor Steenrod, seconded by Councilmember Petersen, to move this agenda item to the Council Agenda of June 12, 2003.

Mayor Steenrod and Councilmember White acknowledged that they will be absent from the June 12th Council meeting.

VOTE ON MOTION: Motion failed 3 to 3 with Councilmembers Sheckler, Thomasson and White voting NO.

Mayor Steenrod advised that Council will discuss this item later this evening.

Reconsideration: Draft Ordinance No. 03-075 Right-of-way & Park Use Permits

MOTION was made by Councilmember Thomasson, seconded by Councilmember Sheckler, to place Draft Ordinance No. 03-075 on the September 11, 2003 agenda. Motion passed unanimously.

Executive Session

At 7:58 p.m. at the request of Mayor Steenrod, City Attorney Marousek announced that the Council will convene into an executive session for approximately 15 minutes to discuss with legal counsel representing the City litigation or potential litigation to which the City is, or is likely, to become a party and about which public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the City.

At 8:12 p.m. Assistant City Manager Loch announced that the Council will continue in executive session for approximately 10 minutes.

At 8:27 p.m. Assistant City Manager Loch announced that the Council will continue in executive session for approximately 5 minutes.

No formal action was taken.

The executive session concluded at 8:31 p.m.

At 8:31 p.m. City Clerk Staab announced that the Council will reconvene in to open session in approximately 5 minutes.

8:39 p.m. Council reconvened to open session.

Agenda Revision

Mayor Steenrod announced that interviews of Council candidates would be held now, and other Agenda items will be addressed later in the meeting.

Interview of Finalists for Vacant, Unexpired Council Position #2 & Potential Section of Candidate to Fill the Position

At the request of Mayor Steenrod, City Clerk Staab read the following letter into the record from two King County Councilmembers:

"Dear Honorable Councilmembers:

We are writing you today to encourage the appointment of a city councilmember to the vacant seat on your council. We understand that the 90-day deadline is fast approaching (June 12th) and that you may be deadlocked on making the appointment.

We believe in local control. You, as the local city officials, are the best ones to choose your temporary colleague and are in the best position to understand the complex dynamic within your city government.

If a majority of you are unable to agree upon a temporary appointment to your council, under state law this matter falls to the King County Council and you permanently lose the power to make any appointment to the vacant seat. In the event this should happen, we will conscientiously advocate on behalf of the citizens in Des Moines and recommend a qualified candidate to the full King County Council within 180 days from the date of vacancy.

Please understand that this recommendation may or may not be to the liking of a majority on your council, and our recommendation may or may not be drawn from the pool of applicants who applied for the position. This is another reason why it is in the City Council's best interest to make this appointment.

As elected officials, it is incumbent upon us to serve those who have placed us in office. Please take the necessary time which is needed to find a candidate acceptable to the Des Moines community so as not to abdicate your responsibility to the King County Council. We will support your decision and make every effort to reach out to your new member.

It is an honor and a privilege for us to serve you. Thank you for taking the time to consider our request.

Sincerely,

Councilmember Pete von Reichbauer
Vice Chair, King County Council, District 7

Councilmember Julia Patterson
King County Council, District 13"

City Manager Piasecki read the following memorandum from Jon Scholes, Legislative Aide to King County Councilmember Julia Patterson to City Attorney Marousek, into the record regarding clarification of the Council vacancy deadline:

"This memo services to clarify King County Councilmember Julia Patterson and Pete von Reichbauer's understanding of the deadline for the Des Moines City Council to fill its vacant council position. The deadline is midnight on June 11, 2003.

The letter sent from Councilmembers Patterson and von Reichbauer to Des Moines City Councilmembers on May 30, 2003 may have been unclear."

Mayor Steenrod advised that she had received a telephone call from Julia Patterson's office on May 27th asking for the name of the candidate from "our side", so that that individual could be interviewed by Ms. Patterson in preparation for the selection process for the King County Council. Mayor Steenrod expressed surprise by the telephone call since Council is in the process of interviewing finalists, and that a member of the King County Council thinks Des Moines Council is deadlocked almost 2 weeks before tonight's meeting. The purpose of further interviewing is to allow Des Moines Councilmembers to make the most informed decision possible in choosing an appropriate candidate. She noted that should Des Moines Councilmembers not be able to make a decision, King County Council will defer to Julia Patterson's choice to fill the vacant position as Des Moines is her District, and she is the ranking Democrat. She further noted that City Manager Piasecki has advised her that the main issue in selecting a candidate will hinge on their position on fighting the 3rd runway, which would lead to a deadlock and no individual being appointed. She expressed concern that the 3rd runway is not the only issue that faces the Council or Des Moines. She felt it is up to Councilmembers to arrive at a consensus of the best Councilmember to fill the vacant Council position.

Special Meeting

Mayor Steenrod announced, that in case the Council cannot make a decision this evening, that a special meeting will be held 24 hours from now (Friday, June 6, 2003, at 9:15 p.m.) and Councilmembers should consider this official notification of the special meeting. She further announced that if no decision is made by tomorrow night, she intends to hold special meetings each evening until Midnight, June 11th in order to reach a consensus on a individual to fill the vacant position.

Individuals not currently being interviewed, were asked to wait in the City Hall Conference Room until being called. The following individuals were interviewed by City Councilmembers:

LEW ANDERSON
ROB BACK
EDWINA MARTIN-ARNOLD

9:53 p.m. Mayor Steenrod called for a 10 minute break.

Agenda Revision

Mayor Steenrod announced that candidate interviews will continue after the next agenda item.

Pacific Highway South Project - Construction Contract

Mayor Steenrod and Councilmember Petersen announced that they will not be participating in any discussion or voting on this issue.

Assistant City Engineer Andrews noted that the purpose of this agenda item is to award the contract for the Pacific Highway South Project which will include a multitude of improvements. She pointed out a model boat in the Chambers that will be used at the gateway sites and will be mounted on poles so that they will actually spin in the wind. She advised that the project is being funded through many different sources including federal, state, metro and Des Moines. She introduced Matt Collins from CH2M Hill, the City's Design Consultant.

Mr. Collins announced that the apparent low bidder is SCI Infrastructure, LLC and he noted that there is an irregularity in their bid proposal that does not effect the bid amount. He advised that the City is permitted to waive bidding irregularities. The specific irregularity involves a dollar amount to be applied towards the Disadvantaged Business Enterprise goal. He stated that SCI has reconfirmed their commitment to the total DB as shown in the bid document, meeting the contract requirement.

City Attorney Marousek advised that there was a bid protest submitted by the second low bidder and Council needs to respond to that protest by either waiving the bid irregularity or, not waiving it and awarding the bid to the second low bidder. It is her opinion, that the Council has the authority to waive the bid irregularity because it was a transcription error of a mathematical line item. She advised that it is what is called an insubstantial variance and it does not confer a substantial competitive advantage on the apparent low bidder because it is enforceable and it is in compliance with the required total percentage for Disadvantage Business Enterprises, and further, it does not change the total bid.

MOTION was made by Councilmember White, seconded by Councilmember Thomasson, to waive any bid irregularity in the transcription of the mathematical line items in the Disadvantaged Business Enterprise portion of the bid submitted by SCI Infrastructure LLC for the pacific Highway South Improvement Project as an insubstantial variance, which does not confer a substantial competitive advantage on SCI Infrastructure LLC because the mathematical total committed to in the SCI Infrastructure LLC bid is enforceable and is in compliance with required total bid percentage for Disadvantaged Business Enterprise, and because any bid irregularity in the transcription of the mathematical line items in the Disadvantaged Business Enterprise portion of the bid does not change the bid total. Motion passed unanimously, 4 to 0.

MOTION was made by Councilmember White, seconded by Councilmember Thomasson, to award the construction contract for the Pacific Highway South Improvement Project to SCI Infrastructure, LLC, in the amount of $10,986,022.90 and to authorize the City Manger to sign said contract substantially in the form as submitted, and to authorize the City Manager or his designee to approve change orders up to an amount of 10% of the contract amount. Motion passed unanimously, 4 to 0.

Continuation of Interviews of Finalists for Vacant, Unexpired Council Position #2 & Potential Section of Candidate to Fill the Position

SCOTT McCARTY

10:27 p.m. **MOTION** was made and seconded to extend the Council meeting to 11 p.m. Motion passed 5 to 1 with Mayor Pro Tem Benjamin voting NO.

Notice of Cancellation of Special Meeting and Calling for Special Meetings

Mayor Steenrod officially announced that the special meeting set for 9:15 p.m. on Friday, June 6, 2003 is cancelled.

Mayor Steenrod announced that she is calling for special meetings to be held on Monday June 9th, Tuesday June 10th and Wednesday June 11th all beginning at 7:30 p.m., for the purpose of continuing with the process of selection of an individual to fill the vacant position on the City Council.

Continuation of Interviews of Finalists for Vacant, Unexpired Council Position #2 & Potential Section of Candidate to Fill the Position

BRENDA SIEGRIST

10:52 p.m. **MOTION** was made by Councilmember Sheckler, seconded by Councilmember Thomasson and passed to extend the Council meeting until 11:10 p.m.

DAN SHERMAN

ADJOURNMENT

11:10 p.m. **MOTION** was made by Mayor Pro Tem Benjamin, seconded by Councilmember Thomasson and passed unanimously, to adjourn.

Respectfully submitted,

Denis Staab
City Clerk

PRELIMINARY
SPECIAL MEETING DES MOINES CITY COUNCIL

MINUTES

June 9, 2003

The special meeting was called to order by Mayor Steenrod at 7:37 p.m. in the Council Chambers, 21630 11th Avenue South, Suite B.

ROLL CALL - Present: Mayor Maggie Steenrod, Mayor Pro Tem Richard Benjamin, Councilmembers Gary Petersen, Bob Sheckler, Scott Thomasson and Susan White. Also present were City Manager Tony Piasecki, City Attorney Linda Marousek and Deputy City Clerk Angela Chaufty.

Mayor Steenrod announced that Council would convene in to executive session until 8:30 p.m. to evaluate the qualifications of candidates for potential appointment to an elective office. She said that she was invoking Council Rule 11 and excused the City Manager from attendance at the executive session.

At 8:30 p.m., on behalf of the Mayor, City Manager Piasecki announced that the executive session would continue until 9:00 p.m.

At 9:00 p.m., on behalf of the Mayor, City Manager Piasecki announced that the executive session would continue until 9:30 p.m.

At 9:30 p.m., Council convened into open session and Mayor Steenrod announced that Council would conduct a special meeting at 7:30 p.m., June 10, 2003, to continue evaluating the qualifications of candidates for potential appointment to an elective office.

No formal action was taken.

ADJOURNMENT

At 9:30 p.m., **MOTION** was made by Councilmember White, seconded by Councilmember Petersen and passed unanimously to adjourn the meeting.

Respectfully submitted,

Angela M. Chaufty
Deputy City Clerk

PRELIMINARY
SPECIAL MEETING DES MOINES CITY COUNCIL

MINUTES June 10, 2003

The special meeting was called to order by Mayor Steenrod at 7:35 p.m. in the Council Chambers, 21630 11th Avenue South, Suite B.

ROLL CALL - Present: Mayor Maggie Steenrod, Mayor Pro Tem Richard Benjamin, Councilmembers Gary Petersen, Bob Sheckler, Scott Thomasson and Susan White. Also present were City Manager Tony Piasecki, City Attorney Linda Marousek and Deputy City Clerk Angela Chaufty.

At 7:37 p.m., Mayor Steenrod announced that Council would convene in to executive session until 8:30 p.m. to evaluate the qualifications of candidates for potential appointment to an elective office.

At 8:29 p.m., on behalf of the Mayor, City Manager Piasecki announced that the executive session would continue until 9:00 p.m.

At 8:56 p.m., on behalf of the Mayor, City Manager Piasecki announced that the executive session would continue until 9:20 p.m.

At 9:20 p.m., on behalf of the Mayor, City Manager Piasecki announced that the executive session would continue until 9:40 p.m.

At 9:35 p.m., on behalf of the Mayor, City Manager Piasecki announced that the executive session would continue until 10:00 p.m.

At 9:55 p.m., on behalf of the Mayor, City Manager Piasecki announced that the executive session would continue until 10:30 p.m.

At 10:14 p.m., Council reconvened in open session.

City Attorney Marousek advised Council that they should not reconvene until the time specified previously, 10:30 p.m.

Council's consensus was to reconvene in open session immediately.

MOTION was made by Councilmember Sheckler and seconded by Councilmember White to appoint Dan Sherman as interim City Councilmember to complete the term of Don Wasson.

Mayor Pro Tem Benjamin and Mayor Steenrod noted that although Mr. Sherman was not their first choice, they would support his nomination. They commended Council on their ability to work through this difficult process and reach a decision.

Councilmember Thomasson noted that applications had been received from several qualified candidates. He encouraged the unsuccessful candidates to serve the City through boards and commissions.

Mayor Steenrod voiced agreement with Councilmember Thomasson's comments.

VOTE ON MOTION: Motion passed unanimously.

Council concurred that Mr. Sherman should be called to see if he was available to come to the Council Chambers immediately to have his oath of office administered.

At 10:20 p.m., Councilmember Sheckler left the meeting to call Mr. Sherman.

At 10:20 p.m., **MOTION** was made by Councilmember Thomasson and seconded by Councilmember White to extend the meeting to 10:45 p.m.

VOTE ON MOTION: Motion passed 5-0. [Editor's Note: Councilmember Sheckler did not vote as he had left the chambers to call Mr. Sherman.]

At 10:20 p.m., Mayor Steenrod announced a ten minute break.

At 10:24 p.m., Councilmember Petersen left the meeting.

At 10:26 p.m., Mayor Steenrod called the meeting back to order. As Mr. Sherman was not immediately available to come to the meeting, she announced that Council would conduct a special meeting , as previously announced, on June 11, 2003 at 7:30 p.m. for the purpose of completing the process of appointing a candidate to elective office, by administering the oath of office to Mr. Sherman.

ADJOURNMENT

At 10:26 p.m., **MOTION** was made by Councilmember Sheckler, seconded by Councilmember Thomasson and passed unanimously to adjourn the meeting.

Respectfully submitted,

Angela M. Chaufty
Deputy City Clerk

PRELIMINARY
SPECIAL MEETING DES MOINES CITY COUNCIL

MINUTES June 11, 2003

The special meeting of the Des Moines City Council was called to order at 7:35 p.m. by Mayor Steenrod in the City Council Chambers, 21630 11th Avenue South.

PLEDGE OF ALLEGIANCE to the Flag was led by Councilmember Petersen.

ROLL CALL - Present: Mayor Maggie Steenrod, Mayor Pro Tem Richard Benjamin, Councilmembers Gary Petersen, Bob Sheckler, Dan Sherman (after Oath of Office) and Scott Thomasson. Also present were City Manager Tony Piasecki, City Attorney Linda Marousek and City Clerk Denis Staab.

OATH OF OFFICE

Mayor Steenrod announced that the sole purpose of the special meeting was to officially administer the Oath of Office to newly appointed Councilmember Dan Sherman.

City Attorney Marousek administered the Oath of Office to Dan Sherman.

Councilmember Sherman took his Council seat. He expressed his appreciation for the honor of being appointed by unanimous Council approval. He noted that he looks forward to continuing service to the community and working with all of the Councilmembers.

ADJOURNMENT

At 7:40 p.m. **MOTION** was made by Councilmember Sherman, seconded by Councilmember Thomasson and passed unanimously, to adjourn.

Respectfully submitted,

Denis Staab
City Clerk

PRELIMINARY
SPECIAL MEETING DES MOINES CITY COUNCIL

MINUTES June 12, 2003

The special meeting of the Des Moines City Council was called to order by Mayor Pro Tem Benjamin at 7:21 p.m. in the City Hall Conference Room, 21630 11th Avenue South, Suite A.

ROLL CALL - Present: Mayor Pro Tem Richard Benjamin, Councilmembers Bob Sheckler, Dan Sherman and Scott Thomasson. Absent: Mayor Maggie Steenrod and Councilmember Gary Petersen. Also in attendance were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Assistant City Attorney Richard Brown, Public Works Director Tim Heydon and Assistant City Engineer Maiya Andrews.

Executive Session

Mayor Pro Tem Benjamin announced that the Council will convene into an Executive Session for approximately 15 minutes to discuss real estate matters, about which public knowledge might have an adverse impact on price to the detriment of the City.

No formal action was taken.

ADJOURNMENT

At 7:26 p.m. the special meeting was adjourned.

Respectfully submitted,

Linda A. Marousek
City Attorney

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES June 12, 2003

The regular meeting of the Des Moines City Council was called to order at 7:35 p.m. by Mayor Pro Tem Benjamin in the City Council Chambers, 21630 11th Avenue South, Suite B.

PLEDGE OF ALLEGIANCE to the Flag was led by Councilmember Sherman.

ROLL CALL - Present: Mayor Pro Tem Richard Benjamin, Councilmembers Gary Petersen, Bob Sheckler, Dan Sherman and Scott Thomasson. Absent: Mayor Maggie Steenrod and Councilmember Susan White. Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Wright, Public Works Director Tim Heydon, Assistant City Engineer Maiya Andrews, Finance Director Paul Henderson, Parks and Recreation Director Patrice Thorell and City Clerk Denis Staab.

Mayor Pro Tem Benjamin announced that Mayor Steenrod will arrive late. [ED NOTE: Mayor Steenrod arrived one minute after adjournment.]

MOTION was made by Councilmember Sherman, seconded by Councilmember Thomasson and passed unanimously, to excuse Councilmember White.

COMMENTS FROM THE PUBLIC

Joe Feuerstein, 702 South 281st Street

Mr. Feuerstein complimented Council for the long hours of deliberation, and their unanimous wise choice of appointing Dan Sherman to the vacant position on the City Council.

Mr. Feuerstein encouraged Council to rejoin the Airport Communities Coalition in the fight against the 3rd runway. He felt that there is a good chance ACC will prevail and even if the worse happens, if Des Moines is not a major player in the fight, it will lose out on any mitigation negotiations.

Dave Robinson, Theresa Anderson & Cindy Robinson, Representing Des Moines Jr. Football and Cheer Leading

Mr. Robinson informed Council that the Jr. Football and Cheer Leading youth program has been in Des Moines since 1952. He announced that they learned April 1st that the group can no longer use the Mt. Rainier High School field and their purpose tonight is to appeal to the City for help in finding a place for the kids to play.

City Manager Piasecki noted that the City has made arrangements for the use of the Zenith Park for 2 weeks in August. He stated that the Parks & Recreation Department is checking on other possible options. He further advised that he has been in contact with Highline Public School officials and is optimistic that arrangements can be made to facilitate the continuation of the Program.

Ms. Anderson stated that the group will be meeting this coming Monday with the Highline School District to see what other fields may be available.

Pat Murray, 29641 61st Avenue South, Des Moines Chamber of Commerce President

Mr. Murray introduced himself as the new President of the Des Moines Chamber of Commerce. He acknowledged the past rough relationship between the City, the City Council and the Chamber. His stated that his goal is to mend the relationships to work together productively and in a positive manner, founded on trust and integrity. He assured Council that the Chamber intends on taking care of all past and any future obligations. He announced a new committee the board has established, Government Affairs Committee. This Committee will provide an opportunity for City officials, Councilmembers and Chamber Members to meet on a regular basis to discuss community issues needing solutions. He advised that the Chamber's mission is to enhance a positive economic climate for business and to promote the Waterland community as a quality place to live, work and play. He extended an invitation to Councilmembers to attend the Chamber's monthly luncheons. In conclusion, Mr. Murray requested Council to allow a beer gardens at this years Waterland Festival.

ADMINISTRATION REPORTS

I-695 Backfill Funding

City Manager Piasecki announced that the Legislature passed the budget last week, and in that budget they did include a small amount of I-695 backfill money. He noted that Des Moines will receive $137,500 for 2004, and $91,700 for 2005.

Sales Tax Streamling Bill

City Manager Piasecki corrected a comment made last week regarding this Bill. He noted that it was stated that if, for example, someone bought a washer at South Center and had it delivered to their home in Des Moines that the sales tax would go to Des Moines, not Tukwila, but if you took it home yourself, the sales tax stayed in Tukwila. Mr. Piasecki advised that this portion of the bill, called the "sourcing rule" did not pass but that a study of the issue was put in its place in the bill.

American Heart Association - Heart Walk on Sept. 20th

Casey Mizzoni, of the American Heart Association, informed Council that the American Heart Walk will be held September 20th. She advised that by this time next year over 4,000 families will have lost someone to heart disease or stroke. She noted that heart disease is the number one killer in the United States, claiming more 953,000 lives annually. She stated that the two primary functions of the American Heart Association are research and education, and their mission is to reduce heart disease and stroke by 25% by the year 2010. She challenged the City to enter a team in the Heart Walk to help raise funds for the American Heart Association.

CONSENT CALENDAR was read by City Clerk Staab.

1. Motion is to approve the regular meeting minutes of May 8, 2003 and the special and regular meeting minutes of May 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 #85442 through #85768 & electronic fund transfers in the total amount of $1,088,742.77

Payroll fund transfers in the total amount of $345,503.71

3. Motion is to approve the Contract for Des Moines Field House Site Improvements Project construction services with R. L. Alia Company in the amount of $63,000.00 plus tax, and authorize the City Manager to sign the contract substantially in the form as submitted, and to authorize the City Manager to approve change orders in amounts not to exceed 10% in total.
4. Motion is to approve the Interlocal Agreement with the City of Tukwila for video jail services and to authorize the City Manager to sign the agreement substantially in the form as submitted.
5. Motion is to approve the Addendum to the Interlocal Agreement for temporary custody of the inmates before transfer to Yakima County Jail and to authorize the City Manager to sign the agreement substantially in the form as submitted.
6. Motion is to approve the Contract for Public Defender Services and to authorize the City Manager to sign the contract substantially in the form as submitted.
7. Motion is to approve the expenditure of $3,750 to be used as the City of Des Moines' match to the Economic Development Administration's Trade promotion grant and authorize the City Manager to transfer these funds to King County based on the approved scope of work from EDA and the King County's agreement to Attachment 1.
8. Motion is to approve the Consent Judgment & Decree of Appropriation in King County Superior Court Cause No. 02-2-19397-8 KNT and to authorize the City Attorney to approve said Judgment and Decree and present it to the court, for approval and entry substantially in the form as submitted.
9. Motion is to approve the Contract with Central Construction Fence and Deck for fencing in the amount of up to $36,398.20 plus tax, and authorize the City Manager to sign the contract substantially in the form as submitted.

Councilmember Petersen noted that he is recusing himself from participation on Consent Item #8.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Sherman and passed unanimously, to approve the Consent Calendar as read.

PUBLIC HEARING

Draft Resolution No. 03-154 ***[ASSIGNED RESOLUTION NO. 954]*** 6 Year Transportation Plan 2004-2009

Public Works Director Heydon informed Council that all cities and counties in Washington are required to submit a Six-Year Transportation Improvement Plan (TIP) to the State each year. He noted that the purpose of the Plan is to provide a planning tool for the individual agencies and to provide a consistent method of coordinating inter-agency needs and funding requirements. He proceeded to review the top 12 priorities, and noted that number 17 could be moved up should funding become available, as follows:

1. Arterial Maintenance Program
2. Pacific Highway South Redevelopment Project
3. Marine View Drive Bridge Project
4. 16th Avenue South Improvement - Phase I
5. Kent-Des Moines Road Improvement - Phase I
6. South 216th Street Sidewalk Project
7. Neighborhood Traffic Control Program

8. 216th & 24th Intersection Improvements
9. North Twin Bridge Project - Seismic Retrofit
10. South 216th Street Pedestrian Signal at Wesley Gardens
11. Des Moines Memorial Drive Improvement
12. Saltwater Bridge Repairs
17. Block Grant Projects (Pedestrian Improvements in Pacific Ridge)

Mayor Pro Tem Benjamin declared the Public Hearing open and called for speakers three times. As there were no public speakers, he declared the Public hearing closed.

Upon questioning by Council, Public Works Heydon advised that a Supreme Court case is still pending regarding the Motor Vehicle Excise Taxes, but in the meantime they are being collected and held in a special fund.

City Manager Piasecki advised Council that, hopefully, we will have a decision from the Court by budget time whether the City will receive any of these tax funds.

MOTION was made by Councilmember Sheckler, seconded by Councilmember Thomasson and passed unanimously, to adopt Draft Resolution No. 03-154 which covers the Six-Year Transportation Improvement Program for the City of Des Moines.

8:12 P.M. Mayor Pro Tem Benjamin called for a 5 minute break.

Agenda Revision

Mayor Pro Tem Benjamin announced that he will be taking agenda items out of order.

NEW BUSINESS

Draft Resolution No. 03-175 ***[ASSIGNED RESOLUTION NO. 956]*** Terminating the Pacific Highway South Construction Contract Award to SCI Infrastructure, LLC

City Manager Piasecki reminded Council that last week a contract was awarded to SCI Construction Co. for the Pacific Highway South Project. At that time it was noted that there was what staff considered to be a small irregularity in a small portion of the contractor's bid document dealing with the Disadvantage Businesses Enterprises form. There is a requirement for a certain percentage of their bid made up of "DBEs" because a large portion of the funding is Federal funds. Council did waive the irregularity and awarded the Contract, and the Contract was executed. He advised that shortly after that, the City heard from the Washington State Department of Transportation and the Federal Highways Administration that Federal Highways may have a problem with the issue of how the DBE information was filled out, serious enough that they were considering pulling their money out of the project. He stated that this would stop the project as the City simply could not afford to do it. He advised that yesterday he, the City Attorney, the Public Works Director and the Transportation Engineer went to Olympia and spent time with individuals from WSDOT, Federal Highway Administration and the Attorney General's office and laid out why the City felt the actions Council took were appropriate. However, the Federal Highway Commission has informed staff, late this afternoon, that they have decided that they will not participate in the Project if we go forward with the Contract as it is currently bid and awarded. In order to protect our Federal money and to make sure we can get this project started this year, staff recommends that Council adopt Draft Resolution No. 03-175, which terminates the Contract with SCI. He noted that staff will immediately put out a 2nd bid with a two week window to get bids back. Hopefully, staff will bring back a new contract within 3 to 4 weeks.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Petersen, to adopt Draft Resolution No. 03-175, terminating the contract with SCI Infrastructure, LLC, for construction of the Pacific Highway South Improvement Project, for public convenience. Motion passed unanimously.

Redondo Boat Ramp - Rejection of Construction Bids

Assistant City Manager Loch stated that the bids for the Redondo Boat Launch were opened on April 30, 2003. The bids included a base bid and two additive items. He noted that bid results are contained in Council's packet and that even the low bidder, Ohno Construction, contained values higher than were expected. He advised that staff is recommending that all bids be rejected. He stated that the goal will be to re-bid immediately so as to still be in time for this years construction target. He further advised that the new bid documents will call for a reduced scope of the base bid with an increase in the number of additives. Staff expects to have the contract ready for Council to award in July.

MOTION was made by Mayor Pro Tem Benjamin, seconded by Councilmember Thomasson and passed unanimously, to reject all bids for construction of the improvements at the Redondo Boat Launch.

Draft Ordinance No. 03-160 ***[ASSIGNED ORDINANCE NO. 1323]*** Interim Financing for Pacific Highway South Redevelopment Project - 1st Reading

Finance Director Henderson explained that the draft ordinance will provide for a $3,700,000 non-revolving Line of Credit with Keybank for 12 months, to provide interim financing for the City's portion of the Pacific Highway South Redevelopment Project. She advised that this will provide a cash flow to pay contracts in a timely manner until we receive reimbursement form our grantor agencies.

Upon questioning by Council, Finance Director Henderson advised that the interest rate will be 2.14% and the term will be for 12 months from the date of closing. She noted that draws will occur only as needed to fund cash shortfalls and there is no fee or penalty for prepayment. She stated the term of the loan is only for 12 months because the Public Works Trust Funds money, authorized earlier by Council, should be available in February.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Sheckler, to suspend Council Rule 16(b) in order to enact the draft ordinance on 1st reading. Motion passed 4 to 1 with Mayor Pro Tem Benjamin voting NO.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Sheckler and passed unanimously, to adopt Draft Ordinance No. 03-160 providing for a $3,7000,000 non-revolving Line of Credit with Key bank to provide interim financing for the City's portion of the Pacific highway South Redevelopment Project.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Sherman and passed unanimously, to amend the Draft Ordinance No. 03-160, Section 2, second paragraph to strike "on ___, 2004" and insert "within 12 months of date of issuance."

Steven J. Underwood Memorial Park Phase 1-B Ballfield Construction - Award of Contract

Parks and Recreation Director Thorell stated that this contract is for ballfield construction work to include: site earthwork, erosion control, concrete work, installation of drainage, irrigation and electrical work, to complete a third softball field adjacent to the first two fields. She noted the additional project construction such as fencing and installation of field turf will be provided by other sources. She stated that the intent is to begin construction of the field immediately so that the field will be playable for the 2004 baseball and softball seasons. She advised that the field will be used as a tournament site for youth baseball and softball which will provide economic benefit by bringing people into the community. She concluded by noting that Administration recommends approval of the contract with Grant's Landscape Services in the amount of $129,411.74, plus tax.

Upon questioning by Council, City Manager Piasecki stated that although much of the site has been excavated, it is necessary to keep the contingency at 10%. This work will be done in the southwest corner of the site where there may be unknowns in the soil.

MOTION was made by Councilmember Sheckler, seconded by Councilmember Thomasson, to approve the Contract for Steven J. Underwood memorial Park Phase I-B construction services with Grant's landscape Services, in the amount of $129,411.74, plus tax, and authorize the City Manager to sign the contract substantially in the form as submitted. And to authorize the City Manager to approve change orders in amounts not to exceed 10% of the Contract amount contingency.

Councilmember Sherman expressed concern regarding the retention ponds and the potential threat from the West Nile virus.

City Manager Piasecki advised that typically this time of the year is the dry season and there is no standing water, but assured Council that the ponds will be monitored and appropriate action will be taken if necessary.

VOTE ON MOTION: Motion passed unanimously.

Draft Resolution No. 03-167 ***[ASSIGNED RESOLUTION NO. 955]*** Recognition of Retiring Police Chief Donald Obermiller

City Manager Piasecki read the draft resolution in its entirety, recognizing Police Chief Donald R. Obermiller for 34 years of outstanding service to the Des Moines Police Department and the citizens of Des Moines

City Manager Piasecki presented Chief Obermiller with a framed Des Moines employees motto of "Sails With Pride", noting that the Chief is the model of that motto.

MOTION was made by Councilmember Sheckler, seconded by Councilmember Thomasson and passed unanimously, to approve Draft Resolution No. 03-167.

Chief Obermiller received a standing ovation from the Council, staff and audience members.

9:12 p.m. Mayor Pro Tem Benjamin called for a 10 minute break.

Waterland Festival Beer Garden

Councilmember Sheckler announced that he has given the idea of allowing a beer garden a lot of thought. He stated that he is encouraged with the changes that have occurred within the Chamber of Commerce and is impressed with the new President, Pat Murray and the idea of a Government Affairs Committee. However, he is unwilling to compromise on the request for the Chamber to share financial information regarding the Festival and the beer garden in particular. He strongly encouraged the Chamber to explore other methods for fund raising instead of a beer garden for the future. He noted that other organizations pay the City to offset City costs such as the Haunted House.

MOTION was made by Councilmember Sheckler, seconded by Councilmember Thomasson, to direct staff to prepare a draft resolution to allow the beer garden at the Waterland Festival for 2003. Language shall be included to require that the Chamber of Commerce give one-third of the net proceeds from the beer garden to the City to off-set City costs. Furthermore, language should also be included to encourage the Chamber to seek activities other than a beer garden to raise funds.

Councilmember Thomasson noted he has other issues besides just the cost for City services in regards to the beer garden. He stated that a carnival and a beer garden, while they may be enjoyed by Des Moines citizens, attract others not as desirable to the community. He does not feel it is appropriate to show children that we need a beer garden to have fun. He remarked that several years back the Chamber had said that they would find a more positive way to raise funds. While requiring the Chamber to give the City 1/3 of the net proceeds solves the costs for City services, he would prefer strong language in the new resolution to encourage the Chamber to look for new ways to raise funds.

Councilmember Sherman remarked that 10 years ago a report from the Police department recommended the beer garden be discontinued. He also felt that having a beer garden at the Festival hurts local businesses and he will not support the resolution as he would prefer no beer garden.

Councilmember Petersen advised that he has always enjoyed going to the Festival and having a hamburger or sandwich with a cold beer. He noted that he has never seen a problem that required the Police Department to act. He stated he will support the resolution.

Mayor Pro Tem Benjamin remarked that the Waterland Festival is a wonderful event which allows outsiders to see what a wonderful community Des Moines is. He noted that he has never seen any problems associated with the beer garden.

VOTE ON MOTION: Motion passed 4 to 1 with Councilmember Sherman voting NO.

NEXT MEETING DATE - Regular Meeting June 26, 2003

ADJOURNMENT

At 9:40 p.m. **MOTION** was made by Sheckler, seconded by Councilmember Thomasson and passed unanimously, to adjourn.

Respectfully submitted,

Denis Staab
City Clerk

ACTION ITEMS FROM 6/12/03 COUNCIL MEETING

- Staff to prepare draft resolution authorizing the Chamber of Commerce to have a beer garden at the 2003 Waterland Festival.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Street Vacation

ATTACHMENTS: Draft Resolution No. 03-172

FOR AGENDA OF: June 26, 2003

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: June 11, 2003

CLEARANCES:
[X] Legal LAM
[X] Public Works

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AT

PURPOSE AND RECOMMENDATION

The purpose of this agenda item is to set a public hearing to consider vacation of a public right-of-way in the City of Des Moines. The selected public hearing date is August 14, 2003.

MOTION: "To adopt Draft Resolution No. 03-172, fixing a public hearing for August 14, 2003, to consider vacation of public right-of-way along the northern portion of South 208th Street between Des Moines Memorial Drive and 12th Avenue South in the City of Des Moines."

BACKGROUND

The City has received an application for vacation of public right-of-way located along the northern portion of South 208th Street between Kent-Des Moines Way and 12th Avenue South. Said petition has been determined by the Public Works Director to comply with the provisions of DMMC 12.12.040 and chapter 35.79 RCW. In accordance with RCW 35.79.010, the City Council may set a public hearing by resolution. Draft Resolution No. 03-172 fixes the public hearing to consider this street vacation and satisfies RCW 35.79.010.

FINANCIAL IMPACT

A $1,500 application fee has been paid by the petitioners to defray the costs involved in examination of this petition in accordance with DMMC 12.12.050.

RECOMMENDATION

Staff recommends the passage of Draft Resolution No. 03-172, setting the public hearing to hear proponents and opponents of said street vacation petition from affected parties.

DRAFTORD:AG03-172

CITY ATTORNEY'S FIRST DRAFT 06/10/03

DRAFT RESOLUTION NO. 03-172

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider vacation of a portion of public right-of-way in the City of Des Moines.

WHEREAS, the City Council is considering vacation of the northern portion of South 208th Street, between Des Moines Memorial Drive and 12th Avenue South, in the City of Des Moines, as shown on Exhibit "A", attached hereto and incorporated by reference, by the petition method, and

WHEREAS, the provisions of RCW 35.79.010 authorize the City Council to fix a time for a public hearing in order to receive public comment regarding this proposal; now therefore,

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

The matter of the vacation of the following described portion of public right-of-way in the City of Des Moines is set for a public hearing before the City Council on Thursday, August 14, 2003 at 7:30 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue So., Suite B, Des Moines, Washington:

> South 208th Street between Des Moines Memorial Drive and 12th Avenue South, in the City of Des Moines, as shown on Exhibit "A", attached hereto.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _________, 2003 and signed in authentication thereof this ____ day of _________, 2003.

____

M A Y O R

APPROVED AS TO FORM:

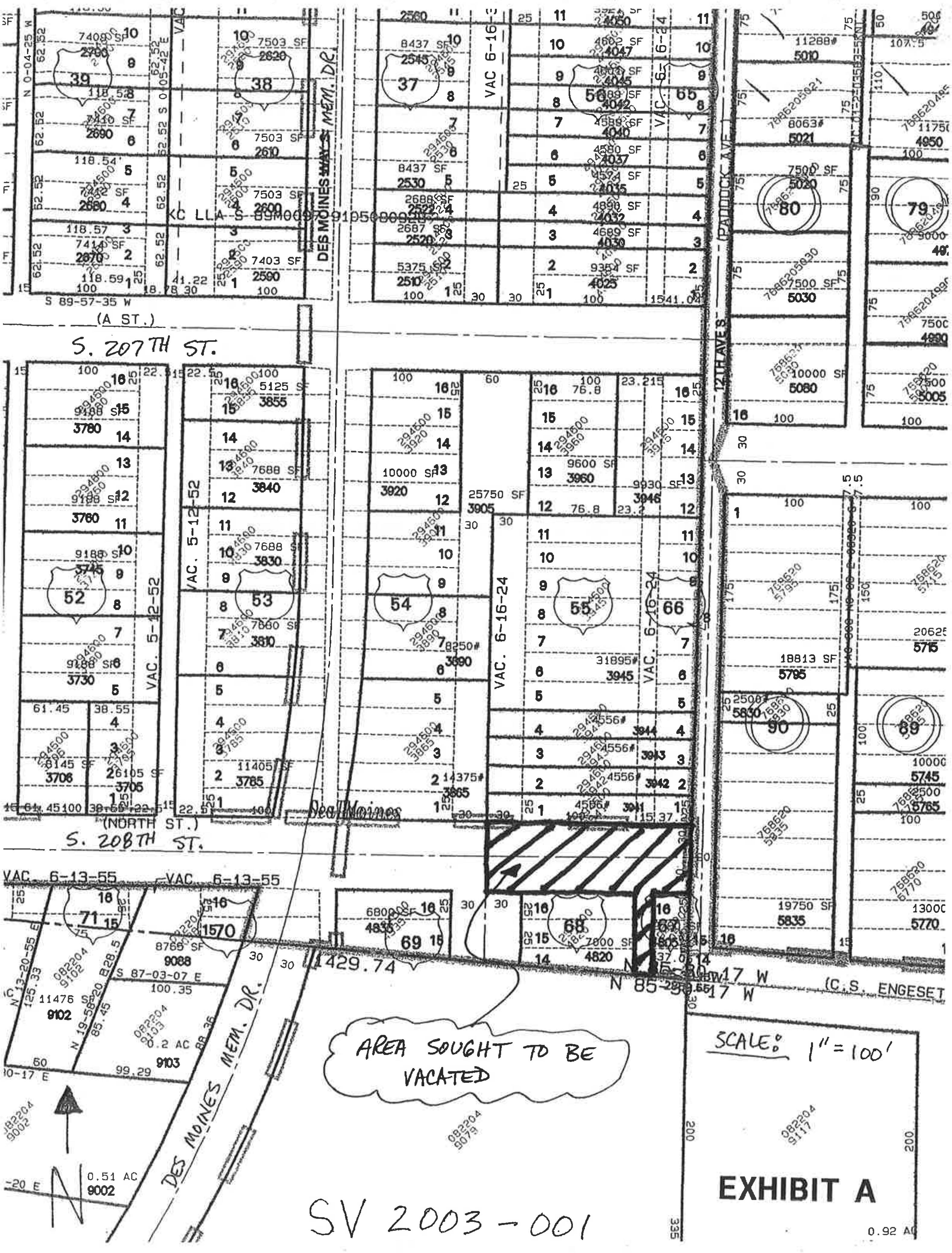
____

City Attorney

ATTEST:

____

City Clerk



DES MOINES WAY S MEM. DR.
KC LLA S 89M0097 9105080030
(A ST.)
S. 207TH ST.
(PADDOCK AVE.)
12TH AVE S
(NORTH ST.)
S. 208TH ST.
VAC. 6-13-55
VAC. 6-16-24
VAC. 5-12-52
DES MOINES MEM. DR.
N 85-30-17 W
(C.S. ENGESET
AREA SOUGHT TO BE VACATED
SCALE: 1" = 100'
EXHIBIT A
SV 2003-001

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Mayor's Appointment to a Vacancy - Senior Services Advisory Committee

ATTACHMENTS:
- Applications from Debbie Melo & William Kennedy

FOR AGENDA OF: June 12, 2003

DEPT. OF ORIGIN: Legislative

DATE SUBMITTED: June 4, 2003

CLEARANCES:
[ ]
[ ]

APPROVED BY CITY MANAGER FOR SUBMITTAL:

RECOMMENDED ACTION

It is recommended that Council approve the following motion on the Consent Calendar:

> "Motion is to confirm Mayor Steenrod's appointment of Debbie Malo to a vacant position on the Des Moines Senior Services Advisory Committee expiring December 31, 2003."

SUMMARY STATEMENT

Currently one vacancy exists on the Senior Services Advisory Committee. Advertising and posting was done in March and two applications were received. At this time, the Senior Services Advisory Committee is recommending the appointment of Debbie Malo as an individual who will bring valued experience to the Committee.

CITY OF DES MOINES
Sails With Pride

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

Recvd. RECEIVED 03 MAR 11 AM 10:45 ... DES MOINES

NAME: Debbie Melo
ADDRESS: 11444 SE 89th Place
CITY, ZIP: Newcastle WA 98056
PHONE: Home (425) 271-9839 Work (206) 439-9095
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 17 yrs
REGISTERED VOTER? Yes

Please Check
- ☐ Civil Service Commission
- ☐ Planning Agency
- ☐ Library Board
- ☐ Human Services
- ☒ Senior Services

EMPLOYMENT SUMMARY LAST FIVE YEARS: 8/02-Present: Director-Highline Home Care Services (Home Health/Hospice); 5/95-8/02: Clinical Coordinator of Rehab Services -Highline Community Hospital (Acute Rehabilitation, Rehab Restorative care & Brain Injury Rehabilitation. Both positions entailed indepth interactions with senior citizens in the local communities.

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

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

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

1. Why do you wish to serve in this capacity and what can you contribute? As a registered nurse & Director of HCH Home Care Services, I have a deep interest & understanding of issues facing seniors in our local communities. I believe I can offer a unique perspective that will be helpful to the city of Des Moines and help it achieve its goals.

2. What problems, programs or improvements are you most interest in? I am primarily interested in the issues faced by seniors today, especially obtaining healthcare & other resources to allow them to live in their own homes & maintain the highest quality of life. Seniors are often reluctant to accept help or use resources, or don't know what is available & how to obtain it.

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

p:\users\denis:apoffice.doc

RECEIVED
03 MAR 17 AM 8:57
CITY OF DES MOINES

CITY OF DES MOINES
APPLICATION FOR APOINTIVE OFFICE Recvd. _____
21630 11th Avenue South
Des Moines, WA 98198

NAME: William C. Kennedy Applying for Senior Services
ADDRESS: 27039 10th Avenue S
CITY, ZIP: Des Moines, WA 98198
PHONE: Home 253-839-2898 Work Same
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS: 4.5 years.
REGISTERED VOTER: Yes
EMPLOYMENT SUMMARY LAST FIVE YEARS: Five years as Planning Director for the City of Covington (1997-2002). Now retired.

Are you related to anyone presently employed by the City or a member of a City Board? No.

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? No.

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

1. Why do you wish to serve in this capacity and what can you contribute? I am a senior citizen, and I would like to help assure that senior projects and proposals are developed and submitted to the City Council. I know that Des Moines has a significant senior population, and adequate representation will help in achieving goals that are necessary for the continued well being of these seniors.

2. What problems, program or improvements are you most interested in? I do not wish to focus on any one problem, program or improvement. I prefer to look at the total senior picture and make recommendations accordingly.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously. Park Commission.

CONSENT CALENDAR
Item #5

AGENDA ITEM

SUBJECT: Statewide Law Enforcement Emergency Mutual Aid and Mobilization Plan

AGENDA OF: June 26, 2003

DEPT. OF ORIGIN: Police Department

DATE SUBMITTED: June 16, 2003

ATTACHMENTS:
1) King County Mutual Aid Response Protocols for Law Enforcement

2) Interlocal Cooperative Agreement to Provide Law Enforcement Mutual Aid and Mobilization Between the Cities of King County, University of Washington Police, and King County

CLEARANCES:
[ ] LEGAL
[ ] POLICE Kevin Tucker (I.C.)

APPROVED BY THE CITY MANAGER FOR SUBMITTAL

Purpose and Recommendation:

The purpose of this report is to inform the City Council of the creation of an Interlocal Cooperative Agreement to Provide Law Enforcement Mutual Aid and Mobilization between the Cities of King County, University Of Washington Police and King County and the King County Mutual Aid protocols for Law Enforcement, and to recommend entering into the Interlocal agreement.

Recommended Motion:
"I move that the City Council approve the **Interlocal Cooperative Agreement to Provide Law Enforcement Mutual Aid and Mobilization Between the Cities of King County, University Of Washington Police and King County**, and to authorize the City Manager to finalize and enter into the Interlocal agreement."

Alternative Motion:
"I move to reject the **Interlocal Cooperative Agreement to Provide Law Enforcement Mutual Aid and Mobilization Between the Cities of King County, University Of Washington Police and King County**

Background:

Recent history has shown this to be a time of civil unrest, riot, global terrorism and our own homegrown natural disasters. As policing becomes more complex and the demands on local police become greater it has become more imperative to develop and formalize a Statewide Plan for Mutual Aid and Mobilization when local resources become overwhelmed.

In a broader context, the United States Government has indicated that in its "First Responder Initiative Grant Process" that local jurisdictions must have a plan for response as well as be participants in mutual aid agreements, including a State-wide mutual aid system. This proposed plan would meet those requirements and enable Des Moines to avail itself of those grants if needed.

There previously were no means available to identify costs associated with a mutual aid response and to adopt a mechanism to pay for those costs, specifically detailing those costs and establishing who shall be responsible for the costs. The Washington Association of Sheriff's and Chiefs of Police have develop this plan for the State and then presented it to the Washington State Legislature for consideration and adoption by the state.

In 2003 the 58th Legislature, in the Regular Legislative Session passed Senate Bill #5935 by a vote of 48 yeas, 0 nays and 1 excused and the House of Representatives by a vote of 93 yeas and 0 nays. This was signed by Governor Locke on May 20, 2003. This Senate Bill added new sections to RCW 36.28A and created a new section relating to law enforcement mobilization. This new law establishes a mechanism and a procedure to provide for reimbursement to law enforcement agencies that respond to help others in time of need, and to host law enforcement agencies that experience expenses beyond the resources of the agencies; and generally to protect the public safety, peace, health, lives and property of the people of Washington. This new RCW also outlines the regions within the state consistent with the Washington State Fire Defense Regions. Each region shall develop intergovernmental agreements to implement a regional law enforcement plan. The new RCW will be effective July 27, 2003.

Discussion:

In today's climate there is an ever-increasing acknowledgement and realization that local police resources can be quickly overwhelmed in a serve emergency or terrorist attack. While police departments have had mutual aid agreements in place for several years, there has never been a statewide policy for mutual aid and subsequent cost recovery. The Washington State Association of Sheriffs and Police Chiefs (WASPC) has taken the lead on developing a model plan for the state and developed legislation which was passed in this last legislative session,

The plan specifies that each region join together to develop a regional response plan. Des Moines will be in the "South Puget Sound Region" and will consist of the following counties and cities inside these counties: King, Pierce, Mason and Kitsap.

The Washington Association of Sheriffs and Police Chiefs (WASPC) have long recognized the need for the ability to rapidly respond law enforcement officers to major emergencies statewide.

In 1992, in the wake of the Spokane "Firestorm" in October 1991, the Washington State Legislature directed the creation of a Washington State Fire Services Resource Mobilization Plan. The first formal adoption and approval of this plan was completed in July 1994, only a few days before the major mobilization to Chelan County for the Tyee/Leavenworth Fire Complexes. The plan proved to be very successful in management of these fires and others since. The Washington State Fire Services Resource Mobilization Plan has since been revised in 1995 and 1999. It is included in the *Washington State Comprehensive Emergency Management Plan* as ESF4 (Firefighting).

In the late 1990s numerous major law enforcement situations occurred in Washington State including; the Washington State University riot May 3, 1998, the Maka Tribe whale hunt, Clallam County, August 1999; the World Trade Organization rioting in Seattle, November 1999 and the response to Year 2000 concerns in December 1999 – January 2000. In addition to these critical incidents, suspected international terrorist Ahmed Ressam was apprehended at Port Angeles in December 1999 with bomb making materials. He has since been linked to Osama Bin Laden's organization, Al Qaede.

These major law enforcement incidents all point to the increased frequency of incidents requiring mutual aid and mobilization of police resources and led WASPC President Doug Blair to request development of an updated mutual aid / mobilization plan.

Using the 1987 Washington Law Enforcement Mutual Aid Plan and the 1999 Washington State Fire Services Resource Mobilization Plan as a starting point, the WASPC Emergency Management/Mutual Aid Committee began work on this project in January 2000. Recognizing the effectiveness of the fire mobilization plan, the committee decided to model law enforcement mobilization in the same manner. This establishes consistency between the police and fire services and should lend itself well when mobilization of both services is required (as is often the case). Adoption of the *Incident Command System* by law enforcement further facilitates this process.

Efforts to create legislation which would create a Washington State Law Enforcement Mobilization Plan failed in 2000 and again in 2001. The Terrorist attacks of September 11, 2001 refocused attention on the need for this plan. As the Federal government tries to decide how to distribute 3.2 billion dollars of federal aid to state and local communities to combat and respond to terrorist events, it is paramount that we establish a plan that will enable law enforcement resources in the state of Washington to respond in a timely, organized and efficient manner.

Effective with the approval of the general WASPC membership at the spring conference in Wenatchee, May 2002, the *Washington State Law Enforcement Mutual Aid / Mobilization Plan,* hereinafter referred to as the *Plan,* is established.

This *Plan* was created for three purposes:

- To describe the regional and state organizations, the resources, and the process for mobilization of police resources in Washington State in response to a law enforcement incident or other critical event which overwhelms local and mutual aid resources. This plan should also be used to mobilize fill-in resources to support communities, which have expended their resources at emergency scenes.

- To provide an educational tool for all police service and other emergency response personnel to familiarize them with the state and regional mobilization system. This plan is being distributed to all county sheriffs, police departments, state and federal law enforcement agencies, fire chiefs, fire agencies and local emergency management agencies.

- To be used as an "all risk" plan for the response of public police service resources in Washington State to any emergency situation where they are needed for the protection of life and property.

During this process the King County Police Chief saw the writing on the wall. The Chiefs and Sheriff began the process to develop the necessary Interlocal agreement and required protocols for the King County area. It is in fact these documents which are before the council today. This interlocal agreement has been reviewed by nearly every city attorney within the 39 cities of King County to include review and approval by the City of Des Moines Legal department. The interlocal agreement has also been approved by the King County Police Chiefs and Sheriff.

The new Interlocal Cooperative Agreement to Provide Law Enforcement Mutual Aid and Mobilization Between the Cities of King County, University Of Washington Police and King County will give the City of Des Moines Police Department the ability call upon other jurisdictions for assistance for backup law enforcement services in the situation where the police department is taxed beyond its ability to respond. The interlocal agreement also satisfies the new RCW created by Senate Bill 5935 for the inclusion in a regional response plan for the "South Puget Sound Region"

Alternatives:

The other alternative would be to maintain the status quo, without supporting the effort to develop a statewide Mutual Aid and Mobilization Plan.

Financial Impact:

There are no direct costs associated with the adoption of the Interlocal Agreement or participation in the regional and statewide mobilization plan. The City of Des Moines is the sole decision maker regarding what resources and/or assistance is provided under the Interlocal Agreement.

Recommendation/Conclusion:

To authorize the City Manager to enter into an Interlocal Cooperative Agreement to Provide Law Enforcement Mutual Aid and Mobilization Between the Cities of King County, University Of Washington Police and King County.

INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT MUTUAL AID AND MOBILIZATION BETWEEN THE CITIES OF KING COUNTY, UNIVERSITY OF WASHINGTON POLICE, AND KING COUNTY

1. DATE OF AGREEMENT AND PARTIES. This agreement, dated the first day of June 2003 for reference purposes only, is entered into by the undersigned municipal corporations or towns organized or created under the laws of the State of Washington, the University of Washington Police Department, and the King County Sheriff's Office.

2. AUTHORITY FOR AGREEMENT. This Agreement is entered into as an interlocal agreement pursuant to the Interlocal Cooperation Act as codified in Chapter 39.34 of the Revised Code of Washington, specifically RCW 39.34.080.

3. PURPOSE OF THE AGREEMENT. Each party has the power, authority and responsibility to provide police protection for its citizens within its boundaries. On occasion, the demand for law enforcement services within a jurisdiction may exceed that department's ability to respond in a timely manner. When that occurs, the police department or departments of other jurisdictions may be capable of providing backup law enforcement services. In order to fulfill their respective obligations to their citizens, the parties desire to provide backup law enforcement services to each other under the terms and conditions set forth below.

4. MUTUAL AID LAW ENFORCEMENT SERVICES. Each party will to the best of its ability, furnish mutual aid law enforcement services to, and at the request of, any other party whose police department is taxed beyond its ability to respond, and render law enforcement services in a timely manner. Each jurisdiction shall confer police authority on those police officers from other jurisdictions providing mutual aid law enforcement services and enforcing the requesting jurisdiction's ordinances. The mutual aid officers shall proceed at the direction of the requesting department's police chief or sheriff or their designee. The responding department maintains the discretion to determine whether its own police department will not or cannot provide the requested mutual aid services. The responding department also maintains the discretion to determine at any time during the response that it may stop providing assistance. Upon determining that it will not respond or that it will stop assisting, the department shall immediately notify the requesting department of the change in mutual aid law enforcement services provided. The responding department shall be the sole judge of its ability to respond or to remain, and assumes no liability for declining to respond or for leaving.

5. SERVICES INCLUDED. For purposes of this Agreement, mutual aid law enforcement services shall mean supplemental response to assist at least one officer from the primary agency. Such services will typically be of a first responder type of service such as patrol response. Response protocols for this Agreement are outlined in "Addendum A".

6. TERM. This Agreement shall be effective on June 1, 2003 for one (1) year, regardless of the date of execution and shall be automatically renewed on May 31st of each successive year. Any party may terminate its participation in this Agreement by giving 60 days notice of termination to all participating parties hereto.

7. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that in the performance of this Agreement, they are acting as independent contractors and not as agents of each other.

8. INDEMNITY AND HOLD HARMLESS. Each jurisdiction which is a party to this Agreement hereby agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature and from whatever cause arising out of or connected with the performance of this Agreement, and to indemnify and hold the other jurisdictions and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by that jurisdiction's employees, of this Agreement. All liability for salaries, wages and other compensation of law enforcement officers shall be that of their respective employers.

9. GOVERNING BODY. This Agreement shall be administered by a joint board, which consists of the police chief of each named jurisdiction and the King County Sheriff. Administration of this Agreement includes, but is not limited to, (1) each participant identifying the resources available to aid participating jurisdictions; (2) review of the response protocols (Addendum A); and (3) participation in the Regional and/or State Mobilization efforts. A quorum of the membership is necessary for any modification of the mobilization plan. Meetings may be called upon the request of any 3 board members with 30 days minimum notice.

10. COUNTERPARTS. This Agreement shall be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

11. MODIFICATION. The parties may amend, modify, or supplement this Agreement only by written agreement executed by all the parties hereto.

12. MERGER AND ENTIRE AGREEMENT. This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

Signature page immediately following

INTERLOCAL COOPERATIVE AGREEMENT
TO PROVIDE LAW ENFORCEMENT MUTUAL AID AND MOBILIZATION
BETWEEN THE CITIES OF KING COUNTY, UNIVERSITY OF WASHINGTON
POLICE, AND KING COUNTY

SIGNATURE PAGE

CITY OF Algona

By: ______________________________
Date

CITY OF Auburn

By: ______________________________
Date

CITY OF Bellevue

By: ______________________________
Date

CITY OF Black Diamond

By: ______________________________
Date

CITY OF Bothell

By: ______________________________
Date

CITY OF Burien

By: ______________________________
Date

CITY OF Carnation

By: ______________________________
Date

CITY OF Clyde Hill

By: ______________________________
Date

CITY OF Covington

By: ______________________________
Date

CITY OF Des Moines

By: ______________________________
Date

CITY OF Duvall

By: ______________________________
Date

CITY OF Enumclaw

By: ______________________________
Date

CITY OF Federal Way

By: ______________________
Date

CITY OF Issaquah

By: ______________________
Date

CITY OF Kenmore

By: ______________________
Date

CITY OF Kent

By: ______________________
Date

CITY OF Kirkland

By: ______________________
Date

CITY OF Lake Forest Park

By: ______________________
Date

CITY OF Maple Valley

By: ______________________
Date

CITY OF Medina

By: ______________________
Date

CITY OF Mercer Island

By: ______________________
Date

CITY OF Newcastle

By: ______________________
Date

CITY OF Normandy Park

By: ______________________
Date

CITY OF North Bend

By: ______________________
Date

CITY OF Pacific

By: ______________________
Date

CITY OF Redmond

By: ______________________
Date

CITY OF Renton

By: ______________________
Date

CITY OF Sammamish

By: ______________________
Date

CITY OF SeaTac

By: ____________________
Date

CITY OF ____________________

By: ____________________
Date

CITY OF Seattle

By: ____________________
Date

CITY OF Shoreline

By: ____________________
Date

CITY OF Snoqualmie

By: ____________________
Date

CITY OF Tukwila

By: ____________________
Date

CITY OF Woodinville

By: ____________________
Date

CITY OF ____________________

By: ____________________
Date

County of King

By: ____________________
David G. Reichert Date
King County Sheriff

Port of Seattle

By: ____________________
T. M. Kimsey Date
Chief of Police

County of King – Airport Police

By: ____________________
Ron Griffin Date
KC Airport Police Chief

University of Washington Police

By: ____________________
Weldon Ihrig Date
Executive Vice President

ADDENDUM "A"
KING COUNTY MUTUAL AID
RESPONSE PROTOCOLS
FOR LAW ENFORCEMENT

I. Authority

All parties to the King County Mutual Aid Agreement will ensure a process is established to commit manpower and resources.

II. Request For Mutual Aid

1. In the event of major disorder or other law enforcement operation the first law enforcement resources to be used shall be those of the primarily responsible agency. In the event that such resources are inadequate to control the situation by the primarily responsible agency, or there is a need for a specialized unit, a request for mutual aid under this plan will be made directly to an assisting agency. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment required, where and to whom such officers are to report, and where and to whom the equipment should be delivered.

2. Rendering assistance under the terms of this agreement shall not be mandatory, except that if assistance can't be rendered, the requestee should immediately inform the requestor if, for any reason, assistance can't be rendered. It is understood that consideration as to whether assistance can be provided or not must be determined by the requestee.

3. In the event of mobilization under this agreement, the primarily responsible agency shall assume incident command, unless the primarily responsible agency specifically requests that a different law enforcement agency fulfill this responsibility, or unless the scope of the problem is multi-jurisdictional, in which case a unified command shall be established. This shall include directing the assignment of all personnel and equipment. The assignment of duties to officers of assisting agencies shall be made by the incident commander of the primary responsible agency unless that responsibility is delegated to a different law enforcement agency as indicated above.

4. The primary responsible agency shall have the responsibility of establishing a command post and notifying all assisting agencies at the earliest possible time of its location. The Incident Commander shall establish a-command post in such a manner as to provide an area suitable for the staging and directing of all resources.

Arrests

Arrest policies will be determined by the Incident Commander in charge of the event. Transportation of prisoners to jail facilities will be coordinated by the Incident Commander.

The primarily responsible agency will be responsible for providing supplies that are reasonably needed to sustain the responding officers in enforcing the law and maintaining order. Each agency will be responsible for any repairs and/or damages done to their own vehicles as a result of participation in mutual aid.

III. Insurance

No signatory shall be held liable to another signatory for damages, loss of equipment, injury to personnel, or payment of compensation arising as a result of assistance rendered under the terms of this agreement.

IV. Commissions & Authority

Full-time, paid, commissioned officers who are responding to any call for mutual aid shall be automatically commissioned by virtue of the mutual aid agreement, through the commissioning authority of the primarily responsible agency and, therefore, shall be empowered to exercise the same police authority during the time of the mutual aid as though they were full-time commissioned officers of the primarily responsible agency. This provision shall apply whether the mutual aid request is of:

(a) A formal nature between department heads;
(b) A less formal nature through agreement of watch commanders or shift supervisors; or,
(c) When the officers of one jurisdiction cross jurisdiction boundaries to aid or assist the officers of another jurisdiction signatory to this agreement.

If signatory agencies have reserve officers or part-time officers, in addition to full-time paid, commissioned officers, they shall normally be exempt from the automatic commissioning, except those reserve officers working under the immediate supervision of a full-time officer. Reserve or part-time officers may be extended automatic commissioning at the direction of the department head who requests mutual aid, PROVIDED HOWEVER, that such determination should be worked out in advance among the heads of the signatory agencies.

V. Command

The underlying principle of mutual aid is that other agencies are serving as a resource to another agency's request. Therefore, the Chief of Police or his/her designee (Sergeant, Lieutenant, Captain, etc.) of the requesting agency maintains incident command and is aided by those resources sent in response to this request for aid. In the event that the emergency is of such a nature that it exceeds the individual jurisdictional boundaries, a unified command shall be established until the mutual aid situation ceases to exist and operations return to normal boundaries.

Whenever significant resources from other agencies must be mobilized and brought into a jurisdiction in order to resolve a given problem, even when the scope of the problem is such that it is physically contained within the boundaries of the specific single jurisdiction requesting mutual aid, it is expected that an appropriate incident command staff be developed and that the senior staff officers responsible for the mutual aid assets will fill roles within the incident command structure. Successful mutual aid operations must be based upon professional respect and also upon acknowledgement of the fact that the Incident Commander in charge also is responsible and legally liable for his decisions and actions. It must also be borne in mind that those in charge of mutual aid assets are still free to accept or refuse to carry out requests requiring specific missions, which would utilize and exhaust the assets for which they are responsible.

VI. Control

While the question of technical command and responsibility is one, which requires specific designation of an Incident Commander, the exercise of control over responding mutual aid units and combinations of units brings up an entirely different set of concerns. Wherever possible, the supervisor or staff officer in charge of a group of responding units from an assisting agency would report to the Incident Commander as liaison and be assigned to specific tasks or missions, for which he/she would use his own departmental personnel. NOTE: Because of the possibility that reserve officers will be used in many responses to requests for mutual aid, it is important to establish and record their presence and to verify the fact that they are certified reserves within the scope of the definition of the "Peace Officer Powers Act," and have met the requirements established by the Washington Criminal Justice Training Commission. Reserve officers should generally work under supervisors or regular officers from their own agencies, but under some circumstances (depending on the scope of the operation), might be configured into a special reserve contingent for handling special assignments such as roadblock, evacuation, fixed-point traffic control, etc.

VII. Press Relations

It shall be the responsibility of the requesting agency in conjunction with the Incident Commander to establish a press area and to assign a public information officer to handle immediate inquires during any given incident. All releases of information through the public information function should be approved by the Incident Commander.

VIII. Record Keeping

It shall be the responsibility of the Incident Commander to establish a Planning and Intelligence Section. The Planning and Intelligence Section will keep an accurate log of what mutual aid agencies, personnel and vehicles are involved in the emergency, and during what periods, along with the assignments, which they were given and any actions, which they took. A formal written Incident Action Plan and After Action Report will be completed by the Planning and Intelligence Section and the requesting agency following the incident.

The King County Chiefs Association through the Regional Operations Committee shall annually update and review plans and policies, and make recommendations for change.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Agreement with Wood/Harbinger, Inc. for providing engineering and design services for the Marina's Upgrades to the Power Distribution System Project – Phase 1. ATTACHMENTS: 1. Draft Agreement 2. Cost Estimate for Upgrades to the Electric Power Distribution System Project.	FOR AGENDA OF: June 26, 2003 DEPT. OF ORIGIN: Marina DATE SUBMITTED: June 19, 2003 CLEARANCES: [X] Marina [X] Legal APPROVED BY CITY MANAGER FOR SUBMITTAL: CTL for TP

A. Purpose & Recommendation

The purpose of this agenda item is to ask for the Councils approval for an agreement between the City and Wood/Harbinger, Inc., Consulting Engineers for providing engineering and design services for the Marina's Upgrades to the Electric Power Distribution System Project – Phase 1.

Recommended Motion: "I move that the City Council approve the agreement with Wood/Harbinger, Inc. for providing design and engineering services for the Upgrades to the Electric Power Distribution Project, in the amount of $81,995, plus a 5% contingency, and authorize the City Manager to sign the agreement in substantially the form as approved by the City Attorney."

B. Background

The majority of the existing system of power lines, transformers, and switchgear was installed when the Marina was built in 1969-70. The system was designed for smaller boats with a minimum amount of appliances that require electricity. The maximum design capacity for the majority of the slips was 15 amps. Over the years, many of the services were modified to provide 30 amps, but the transformers and the primary distribution wires were not resized to accommodate the additional loads.

The "Upgrades to the Electric Power Distribution System Project" was approved by Council as part of the Marina Comprehensive Master Plan in June of 2001. This project was reviewed, updated and presented to Council again as part of the Marina's CIP in December of 2002. At that time Council approved this project as submitted. The goal of this project is to replace the medium voltage power distribution system and rewire all of the docks in the Marina. The components of the system would be upgraded to meet the current electrical codes and the design capacity of the new equipment and wires will be sufficient to meet the present and projected future needs of the Marina's customers.

C. Discussion

In January of 2003, the Council approved an agreement between the City and Wood/Harbinger, Inc. to do a complete assessment of the Marina's electrical system and develop options and cost estimates for upgrading the power distribution equipment. Wood/Harbinger, Inc. completed the study phase of the project in May and delivered the final documents to the Marina staff. Volume One of the Marina Electrical Upgrade Study contains the results of the inspections and recommendations for the upgrades. One of the most important aspects of the system that Wood/Harbinger is recommending is that the new system can be phased in over the next ten years while keeping the remaining elements of the old system operational. Volume Two of the Study contains the cost estimates for the recommended improvements.

Wood/Harbinger's Recommendations

At this time the power comes into the Marina on the north end and feeds the transformers located behind the bulkhead. Wood/Harbinger's recommendation is to bring the power into the center of the Marina and distribute it in three "loops". A central loop would feed the office, the boat yard and restaurant and the four largest docks. The north loop would feed the new guest moorage area and the new retail building and the south loop would feed the rest of the docks and the south parking lot area. This approach would allow the Marina to replace the distribution system in phases that would correspond to the other projects and keep the remaining sections of the old system in place and operating until they are replaced. The next step is to negotiate an agreement with Wood/Harbinger to design the "central loop" and develop the plans and documents for the construction phase. Wood/Harbinger has given the staff an estimate of $82,000 to develop the design and construction documents. The actual construction costs are estimated to be $620,000. The budget for electrical projects in the first phase of the Marina Master Plan is $750,000. The staff anticipated that the entire upland system could be replaced for $750,000. The central loop is the largest of the three phases, with all of the main switchgear and most of the transformers, but the staff will still have to budget for more work on the distribution system in the second and third phases of the Marina Master Plan.

D. Alternatives

Alternative 1. Approve the agreement with Wood/Harbinger, Inc. to provide engineering and design services for the first phase of the project.

Alternative 2. Do not pass or take no action on this item and provide further direction to staff.

E. Financial Impact

The total estimated project costs are summarized in the attachment titled "Electrical Distribution System Upgrade Project". The budget for upgrades to the electric power distribution system in the first phase of the Marina Comprehensive Master Plan is $750,000. This project, including the study phase, which has been completed, is estimated to cost $740,000.

F. Recommendation

The staff recommends that the Council approve the agreement with Wood/Harbinger for design and engineering services for the first phase of the Electric Power Distribution System Project in the amount of $81,995, with a 5% contingency, for a total of $86,095.

G. Concurrence

City Attorney's Office

CONTRACT FOR DESIGN AND ENGINEERING SERVICES
BETWEEN THE CITY OF DES MOINES AND WOOD/HARBINGER, INC.
CONSULTING ENGINEERS

THIS CONTRACT is made and entered into this ____day of June, 2003, by and between the **CITY OF DES MOINES**, Washington, hereinafter called the **"City,"** and **WOOD/HARBINGER, ENGINEERS, INC. CONSULTING ENGINEERS**, hereinafter called the **"Consultant."**

WHEREAS, the City has requested assistance in providing design and engineering services for the **THE UPGRADES TO THE POWER DISTRIBUTION SYSTEM – FIRST PHASE**, hereinafter called the "Project", including but not limited to charges for, payments received by, and work products prepared by Wood/Harbinger, Inc. Consulting Engineers, the firm that contracted with the City to serve as "Consultant" on the Project, and

WHEREAS, Consultant has agreed to provide design and engineering services and is qualified to provide and perform the services described in this Agreement; and

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

1. ***Scope of Service.*** The Consultant shall provide the services identified in the Engineering & Design – Electrical Upgrades Phase 1 Fee Proposal, dated May 30, 2003 and attached to this agreement as Exhibit No. 1. All work is to be done in accordance with City of Des Moines, County and State laws, which are by this reference incorporated herein and made part hereof, and Consultant shall perform any additions, as negotiated, to the work provided under this Contract and every part thereof.

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

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

ATTACMENT 1

All data, documents, and files created by Consultant under this Agreement may be stored at the Consultant's office in Bellevue, Washington. Consultant shall make such data, documents, and files available for review by the City upon its request at all reasonable times for the purpose of editing, modifying, and updating as necessary until such time as the City is capable of storing such information in the City's offices. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost. Only those documents required under signature and seal of the engineer of record will be available for bid and construction.

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

4. ***Compensation.*** In consideration for the complete and faithful performance of the Contract, the Consultant shall be paid as follows: Excepting reimbursables, additional services pre-approved by the owner, and/or changes and modifications necessitated or agreed upon as provided in the Contract, the City Council has authorized payment to Consultant of no more than $81,995. Monthly progress payments shall be made for the percentage of work completed in each of the activities listed in the A-E Fee Proposal, dated May 30, 2003 and attached to this Agreement as Exhibit No. 2. The Consultant shall submit invoices in a timely manner, in a form as directed by the City's authorized representative(s). Invoices, less a 5% retainage, shall be paid within thirty (30) days of receipt. The 5% retainage shall be payable at the end of the project when the final design and construction documents have been delivered to the City. Invoices left unpaid beyond 30 days of receipt of invoice shall be subject to a monthly interest rate of 1 %. Reimbursables, standard hourly rates, and additional services shall be as outlined in the the A-E Fee Proposal.

5. ***Term.*** The term of this Contract shall be ninety, (90), days from the date of execution. This Contract may be extended upon written agreement of both parties. Within 10 days of execution of this contract the City and Consultant will jointly establish and abide by a schedule, under which the work and services described in this Contract will be performed and completed. It is the responsibility of both City and Consultant to maintain the schedule, unless changes are agreed upon by both parties. This Contract may be terminated by the City on thirty (30) days notice for the Consultant's failure to perform services outlined in the schedule.

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

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

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

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

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

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

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

a) Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. *Automobile Liability* insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on the Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. *Workers' Compensation* coverage required by the Industrial Insurance laws of the state of Washington.

4. *Professional Liability* insurance appropriate to the Consultant's profession.

b) Minimum Amount of Insurance

Consultant shall maintain the following insurance limits:

1. *Automobile Liability* insurance with minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. *Commercial General Liability* insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. *Professional Liability* insurance shall be written with limits no less than $100,000 per claim and $1,000,000 policy aggregate limit.

c) Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultants Insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

d) Acceptability of Insurers

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

e) Verification of Coverage

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

13. Dispute Resolution Procedures.

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

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

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

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

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

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

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

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

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

CITY OF DES MOINES	WOOD/HARBINGER, INC.
By_________________________	By_________________________
Its_________________________	Its_________________________
By Direction of the Des Moines City Council in Open Public Meeting On _______________, 2003	
21630 11th Avenue So., Suite A Des Moines, WA 98198	3025 112TH Ave. NE Suite 200 Bellevue, WA 98004-8002
Dated_________________________	Dated_________________________

APPROVED AS TO FORM:

____

City Attorney

EXHIBIT 1

May 30, 2003

Mr. Joe Dusenbury
Harbor Master
City of Des Moines
22307 Dock Avenue South
Des Moines, WA 98198-4627

Subject: Engineering & Design - Electrical Upgrades Phase 1 Fee Proposal

Dear Mr. Dusenbury:

Thank you for this opportunity to provide engineering services to upgrade the City of Des Moines Marina electrical infrastructure. Our primary scope of work will be to provide the design in accordance with the published Report dated, June 2003. You will find attached the breakdown of our fees the Electrical Upgrade design effort.

Wood/Harbinger will maintain the team comprised of Mr. Simmons; for code conformance, Mr. Bartram; for structural design of the dock upgrades and Wood/Harbinger staff; to design the power distribution and fire protection systems in accordance with the scope described.

During the study phase, we evaluated the docks, the uplands, and the structures for code issues, deterioration, and conformance to the comprehensive master plan for the future development of the marina. The next step is the development of the construction documentation for the design of Phase 1 of the Marina Electrical Upgrades.

Phase 1 will include the installation of a portion of the upland system, which includes 15kV switchgear, part of the north 15kV distribution loop and ductbank system, unit substations for Dock K,L, M and N, Office Building and Dry Storage.

Dock K, L, M and N will also be included in this phase. For these docks, we will provide upgrade of the electrical system and installation of a new fire protection standpipe system.

Phase 1 documentation will include the following:

ξ Documentation showing the design of the power distribution system for a portion of upland system, which includes the 15kV switchgear, Unit Substations (located next to the Marina office building and new dry storage) and part of the 15kV north loop (Manholes MH4 to MH7).

  This portion of the design will provide a second service into the marina while maintaining the existing 15kV system for phasing of the new electrical system.

- Documentation showing the design of the power distribution system, fire protection system and associative structural for docks K, L, M and N.

  This portion of the design will provide a second service into the marina while maintaining the existing 15kV system for phasing of the new electrical system.

- Coordination with Puget Sound Energy for primary service design requirements.

  Provide coordination of a plan for the new service to the marina. This plan will require maintaining the existing 15kV system while phasing in the new electrical system.

- Prepare specifications for construction of Phase 1.

- Prepare cost estimate for construction for Phase 1of the project.

The total fee for the Phase 1 effort is $81.995.00 (Eighty One Thousand, Nine Hundred and Ninety-Five dollars), based upon a completion date for bid issuance by the end of August. The design effort will be billed on a percent-complete lump-sum basis. Expenses are included in the lump sum fee for this phase of effort. The Construction Services effort will be billed on a time and expense not-to-exceed basis. The summary and task details of the design and construction period fees are attached.

Thank you again for selecting the Wood/Harbinger Team for this effort. We look forward to continuing the working relationship with you and your staff.

If you have any questions or need additional information, please contact Peter Lekhakul or me at 425-822-9499 or you can reach me at my home by dialing 206-842-0694 any time.

If this proposal is acceptable, please sign and return one copy and retain the other copy for your records.

Sincerely,
Wood/Harbinger, Inc.
Consulting Engineers

Bruce G. Alward, PE
Vice President, Electrical Division

Accepted by
City of Des Moines Marina

____

Joe Dusenbury
Harbor Master

A-E FEE PROPOSAL

EXHIBIT 2

Estimated Activities

Project Title		**City of Des Moines** **Marina Electrical Upgrades**	W/H Project No. 02056.02			Date: 30-May-2003 Rev:			Page 1 of 1
Location		**Des Moines, Washington**	**Design Services - Phase 1**						
List of Activities - (Manhours)									
No.	No. Dwgs	Description	W/H	Pro-Dgn	Simmmons *** Elec				Total
I		**Schematic Design**	$5,480						$5,480
II		**Construction Documents**	$45,270	$6,643	$3,102				$55,015
III		**Construction Administration**	$16,020	$1,565	$1,724				$19,309
IV		**Reprographics / Printing**	$750	$125					$875
		Subtotal	$67,520	$8,333	$4,826				**$80,679**
		W/H Markup **10%**		$833	$483				$1,316
N/A		**Sales Tax**							
		Total	$67,520	$9,166	$5,308				**$81,995**

*** Billed on a Time and Expense not-to-exceed basis and as needed for plan review.

Total Fee $81,995

Anticipated Drawing List

T1 TITLE SHEET

S0.1 STRUCT LEGEND, SYMBOLS, GEN NOTES
S1.1 EXISTING SITE PLAN, DOCK K, L, M AND N
S1.2 NEW SITE PLAN, DOCK K, L, M AND N
S1.3 NEW SITE PLAN, DOCK K, L, M AND N
S2.1 DETAILS AND DIAGRAMS
S3.1 DETAILS AND DIAGRAMS

E0.1 ELECT LEGEND, SYMBOLS, GEN NOTES
E0.2 -
E1.1 EXISTING SITE PLAN, NORTH
E1.2 EXISTING SITE PLAN, SOUTH
E1.3 EXISTING SITE PLAN, DOCK K, L, M AND N
E1.4 NEW SITE PLAN, NORTH
E1.5 NEW SITE PLAN, DOCK K, L, M AND N
E2.1 ENLARGED PLANS, SITE
E2.2 ENLARGED PLANS, SITE AND DOCKS
E2.3 ENLARGED PLANS, DOCK K, L, M AND N
E3.1 EXISTING ONE-LINE DIAGRAM
E3.2 NEW ONE-LINE DIAGRAM
E3.3 PHASING PLAN
E4.1 UTILITY DETAILS/DIAGRAMS
E4.2 UTILITY AND DUCTBANK DETAILS
E4.3 SWITCHBOARD ELEVATIONS
E4.4 MISC SITE DETAILS
E5.1 DOCK DETAILS AND DIAGRAMS
E5.2 MISC DOCK DETAILS
E6.1 SCHEDULES - 15KV, FEEDER
E6.2 SCHEDULES - SWBD, PANELBOARDS, UPLAND
E6.3 SCHEDULES - PANELBOARDS, DOCK
E6.4 SCHEDULES - PANELBOARDS, DOCK

F0.1 FIRE SUPPRESSION LEGEND, SYMBOLS, GEN NOTES
F1.1 NEW SITE PLAN, DOCK K, L, M AND N

F1.2 ENLARGED PLANS, DOCK K, L, M AND N
F2.1 MISC DETAILS
F3.1 MISC SCHEDULES

ATTACMENT 2

Upgrades to the Electric Power Distribution System Project - Phase 1

Description	Material Cost	Labor Cost	Total	
Upland				
Utility Service Modification	$5,000.00	$10,000.00	$15,000.00	
Underground Ducts & Manholes	$57,348.00	$54,389.00	$111,737.00	
15kV Switchgear	$123,000.00	$5,000.00	$128,000.00	
Padmount Transformers	$24,500.00	$5,000.00	$29,500.00	
Distribution Switchboards	$22,600.00	$1,000.00	$23,600.00	
Medium Voltage Cable	$102,024.00	$48,128.00	$150,152.00	
Wire & Cable - 600 Volt or less	$2,775.00	$1,467.00	$4,242.00	
Raceways and Boxes	$3,662.00	$1,857.00	$5,519.00	
Grounding	$2,665.00	$2,960.00	$5,625.00	
				$473,375.00
N Dock				
Switchboards & panels	$11,324.00	$4,476.00	$15,800.00	
Transformers	$21,270.00	$3,000.00	$24,270.00	
				$40,070.00
N Dock Structural				
Structural	$2,651.00	$2,982.00	$5,633.00	$5,633.00
N Dock Fire Suppression				
Fire Suppression	$2,679.00	$8,435.00	$11,114.00	$11,114.00
Project Subtotal				$530,192.00
Construction contingency - 5%				$26,510.00
Sales tax - 8.8%				$46,657.00
Permits - Electrical,Shoreline, SEPA				$14,750.00
Wood/Harbinger - D&E and Cons't Mgmt				$81,995.00
Project Total				$700,104.00

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Property Acquisition for Pacific Highway South Project (Pacific Financial Center)

ATTACHMENTS: Consent Judgment & Decree of Appropriation

FOR AGENDA OF: June 26, 2003

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: June 20, 2003

CLEARANCES:
[X] Legal

APPROVED BY CITY MANAGER FOR SUBMITTAL: CTL for TP

PURPOSE AND RECOMMENDATION

This report is to seek City Council approval for the acquisition of right-of-way property and a temporary construction easement for the Pacific Highway South Improvement Project.

It is recommended that the council:

1. Approve the "Consent Judgment & Decree of Appropriation" in King County Superior Court Cause No. 02-2-33124-6 KNT, which provides for acquisition by the City, for $51,500.00, of right-of-way property and a temporary construction easement, both of which are necessary for the Pacific Highway South Improvement Project; and

2. Authorize the City's retained counsel to approve and present to the court, for approval and entry, the "Consent Judgment & Decree of Appropriation" substantially in the form as submitted.

SUGGESTED MOTION: "I move to approve the "Consent Judgment & Decree of Appropriation" in King County Superior Court Cause No. 02-2-33124-6 KNT and to authorize the City's retained counsel to approve said Judgment and Decree and present it to the court, for approval and entry, substantially in the form as submitted.

BACKGROUND

On May 9, 2002, the City Council, through the exercise of its powers of eminent domain, enacted Ordinance No. 1303 for the acquisition of right-of-way property for the Pacific Highway South Improvement Project and directed the City Attorney to initiate court proceedings to carry out such acquisition. Because ownership of this property involved a city councilmember, outside counsel was retained. This court action is pursuant to such direction and the proposed "Consent Judgment & Decree of Appropriation" is a product of settlement negotiations with the property owners and their attorney.

DISCUSSION

This "Consent Judgment & Decree of Appropriation" provides for the acquisition in fee of a strip of right-of-way, (approx. 1,361 square feet) and a temporary construction easement (over approximately another 3,653 square feet) for a total of $51,500.00 including attorney fees and appraisal fees.

ALTERNATIVES

This agreed settlement is based upon the city's most recent appraisal for the land taken, the cost to cure the damages, and expert appraisal and attorney fees. The only alternative is a court trial which, in staff's opinion, would likely result in more cost to the city.

FINANCIAL IMPACT

This is the most efficient and least expensive way for the city to acquire this property and easement.

RECOMMENDATION

The city's retained counsel recommends the approval of this "Consent Judgment and Decree of Appropriation" as the most efficient and cost effective method of acquiring the subject property and easements.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: LID Public Hearing 1-97-9 Final Asessment Roll - 4th Place South Right-of-Way

ATTACHMENTS:
1. LID Map
2. Cost Summary
3. City Clerk's Notification
4. Final Assessment Roll

FOR AGENDA OF: June 26, 2003

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: June 20, 2003

CLEARANCES:
[X] Public Works
[X] Legal
[X] Finance pk

APPROVED BY CITY MANAGER FOR SUBMITTAL: CTL for TC

Purpose and Recommendation

The purpose of this action is to request Council to open the public hearing for the final assessment roll of the 4th Place South Right-of-Way Local Improvement District (LID 1-97-9). We have received one protest letter that is currently under review. Staff is recommending that we continue the public hearing to the July 10, 2003 Council meeting.

Recommended Motion:

"I move to continue the public hearing on the final assessment roll for the 4th Place South Right-of-Way Local Improvement District (LID 1-97-9) for the July 10, 2003 Council meeting."

Background

In July 1997, Council approved Ordinance 1194 establishing Local Improvement District (LID) 1-97-9 to construct road improvements on 4th Place South. There are twelve properties in the LID. Nine property owners signed the LID petition, representing a seventy-five percent approval rate. The construction was completed in November 1998. The improvements consist of a twenty-eight foot wide paved street with five-foot gravel shoulders.

At the May 22, 2003 meeting, the City Council adopted Resolution No. 952 setting the public hearing for the final assessment roll for June 26, 2003. Notifications have been sent to the assessed property owners within the LID boundaries. The City has received one protest letter from property owners listed as account no. 12 on the final assessment roll. Staff is researching the validity of the protest.

Discussion

The estimated cost of the construction (including financing) to be paid by the twelve property owners was $22,538, or $1,878.17 per parcel. The City paid for the engineering and inspection of the improvements. Attachment 2 presents a comparison of estimated to actual costs. The final LID cost is $21,693.30, which is less than the initial estimate. The City intends to finance the debt internally. Based on the City's current borrowing rate, the interest rate will be approximately 4.1%. As such, the assessment per parcel is $1,807.78, which computes to an annual payment (assessment and interest) of $220.67 per year for ten years. The calendar below identifies the key dates of the assessment process:

Date	***Action Items***
April 16, 2003	Prepare final assessment and file with City Clerk
May 22, 2003	Adopt resolution setting date of public hearing for final assessment
June 5 & June 10, 2003	Publish notice of public hearing
June 10, 2003	Mail notices of public hearing to L.I.D. participants
June 26, 2003	Continue final assessment roll hearing to July 10, 2003
July 10, 2003	Council adopts ordinance confirming final assessment roll
July 11 to July 20, 2003	Appeal period for L.I.D. participants
July 21 to August 19, 2003	Thirty-day prepayment period for L.I.D. participants

Alternatives

None.

Financial Impact

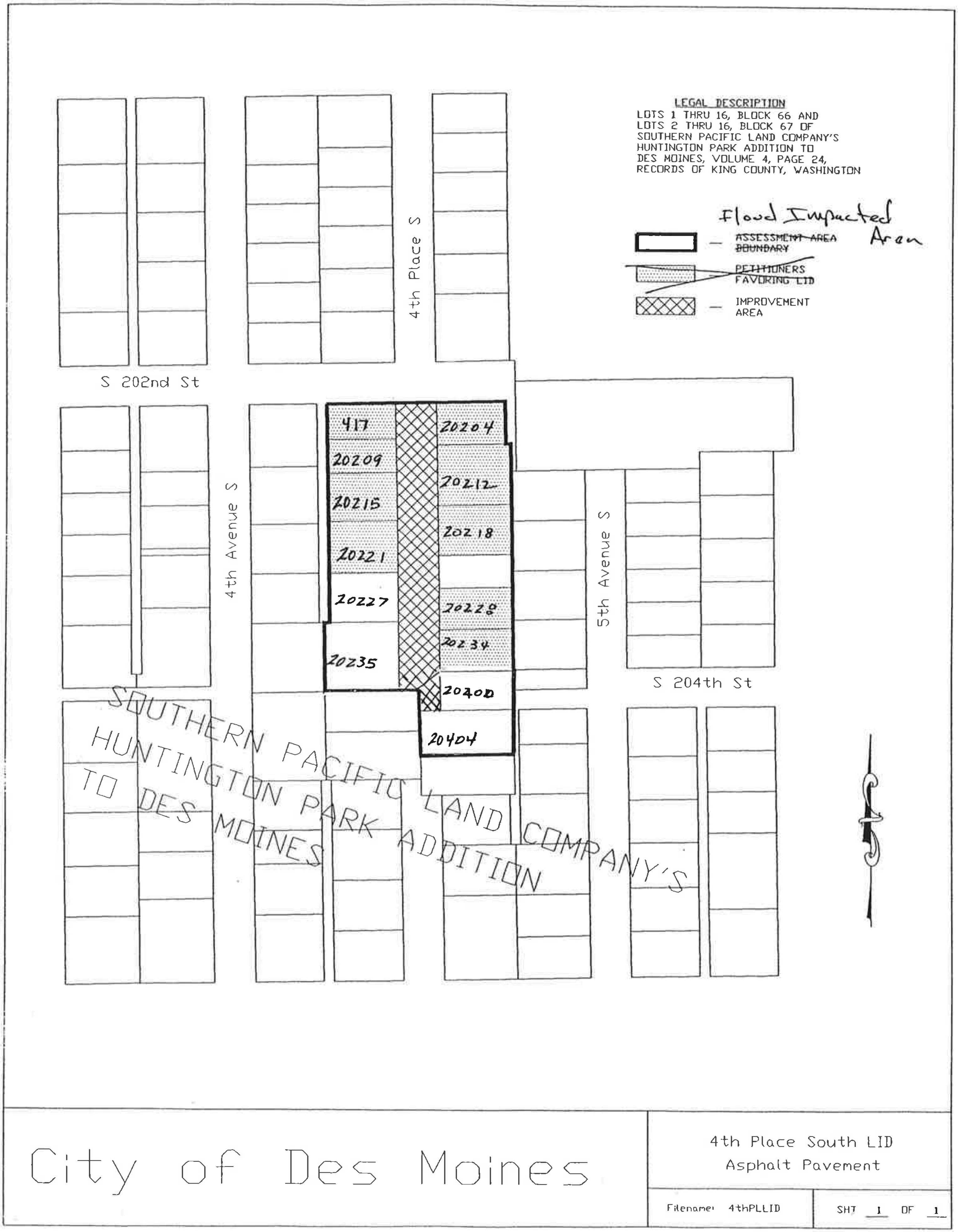
The City's Arterial Street Fund paid the construction costs associated with this LID at the time of construction in 1998. Because of the relatively small amount of debt, financing internally will save the LID participants debt issuance costs.

Recommendation

Staff recommends Council approve the motion to continue the public hearing on the final assessment roll for the 4th Place South Right-of-Way Local Improvement District (LID 1-97-9) to the July 10, 2003 Council meeting.

Concurrence

The Legal Department and Finance Department concur with this action.



ATTACHMENT 1

4th Place LID Cost Summary

	Estimate	Actual	Variance Favorable (Unfavorable)	
Construction	$17,864.00	$19,593.30	($1,729.30)	See Attached
Debt Issue Costs	$1,954.00	$0.00	$1,954.00	
County Filing Fees	$1,320.00	$600.00	$720.00	
City Administation	$1,400.00	$1,500.00	($100.00)	
Total LID	$22,538.00	$21,693.30	$844.70	
Number of Parcels	12	12		
Principal per parcel	**$1,878.17**	**$1,807.78**	**$70.39**	

ATTACHMENT 2

CERTIFICATE OF MAILING

I, Denis Staab, City Clerk of the City of Des Moines, declare under penalty of perjury that on the 23rd day of May, 2003, I mailed a "Notice of Public Hearing for LID No. 1-97-9 Final Assessment Roll" attached to this certificate, to the property owners named therein, who are the owners within Local Improvement District No. 1-97-9.

Denis Staab

Denis Staab, City Clerk

ATTACHMENT 3

CITY OF DES MOINES, WASHINGTON
NOTICE OF PUBLIC HEARING

LID NO. 1-97-9 FINAL ASSESSMENT ROLL

NOTICE IS HEREBY GIVEN to the owners or reputed owners of lots, tracts, and parcels of land or other property that has been specially benefited, that a public hearing is scheduled for June 26, 2003, at 7:30 p.m., or as soon thereafter as the hearing may be held, in the Des Moines City Council Chambers, 21630 11th Avenue South, Des Moines, Washington 98198.

All persons desiring to object to the final assessment are hereby notified to make such objection in writing and to file the same with the City Clerk on or before the date fixed for such hearing. Such protest should be signed by the property owner and should state the property by address, lot and block or other appropriate description.

The nature of the street improvements consisted of a twenty-eight (28) foot wide paved street with five (5) foot gravel shoulders. The total cost of the improvements is $21,693.30.

Below is the final assessment against the property here listed, of which you are shown on the rolls of the King County Assessor to be the owner(s).

Account #
1

Name & Address
Salvador Berbera
20204 4th Place South
Des Moines, WA 98198

Legal Description
Lot 1 thru 3, Block 66

Final Assessment
$1,807.78

City of Des Moines

LID 4TH PLACE (LID 1-97-9) FINAL ASSESSMENT ROLL - TREASURY INFORMATION

County Tax #	Account #	Name Address and Legal	Final Assessment
7893204870	1	Salvador Verbera 20204 4th Pl So Des Moines WA 98198 Lot 1 thru 3, Block 66	$ 1,807.78
7893204881	2	Jill and Jon Brehmer 20212 4th Pl So Des Moines WA 98198 Lot 3 thru 6, Block 66	$ 1,807.78
7893204880	3	James R. & Shannon E. Brattkus 20218 4th Pl So Des Moines WA 98198 Lot 7 thru 9, Block 66	$ 1,807.78
7893204931	4	Ronnie D. Felix 20228 4th Pl So Des Moines WA 98198 Lot 12 thru 14, Block 66	$ 1,807.78
7893204930	5	Tony C. Wilson 20234 4th Pl So Des Moines WA 98198 Lot 15 thru 16, Block 66	$ 1,807.78
7893204950	6	Lynn D. Cluck 417 So 202nd Street Des Moines WA 98198 Lot 1 thru 2, Block 67	$ 1,807.78
7893204960	7	Jack W. and Mary Jean Benner 20209 4th Pl So Des Moines WA 98198 Lot 3 thru 4, Block 67	$ 1,807.78
7893204970	8	Sylvia Ruth Church 20215 4th Pl So Des Moines WA 98198 Lot 5 thru 7, Block 67	$ 1,807.78
7893204975	9	Glendon L. and Darlene M. Dixon 20221 4th Pl So Des Moines WA 98198 Lot 8 thru 10, Block 67	$ 1,807.78
7893204981	10	Roger L. and Sharon L. Collicott 20227 4th Pl So Des Moines WA 98198 Lot 11 thru 13, Block 67	$ 1,807.78
7893204980	11	Phay and Phanphimon Vilaysom 20235 4th Pl So Des Moines WA 98198 Lot 14 thru 16, Block 67	$ 1,807.78
7893204920	12	Alejandro and Alicia M. Flores 20222 4th Pl So Des Moines WA 98198 Lot 10 thru 11, Block 66	$ 1,807.78

September 16, 2002

ATTACHMENT 4

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Draft Resolution No. 03-176 authorizing the operation of the Waterland Pub during the 2003 Waterland Festival.

ATTACHMENTS:
1. Draft Resolution No. 03-176;
2. Acknowledgement of Responsibilities form.
3. Memorandum – Des Moines Chamber to City Manager
4. Excerpt Council Minutes 6/12/03

FOR AGENDA OF: June 26, 2003
DEPT. OF ORIGIN: Marina

DATE SUBMITTED: January 24, 2003
CLEARANCES:
[X] Marina
[X] Legal

APPROVED BY CITY MANAGER

FOR SUBMITTAL: CTL for TP

A. Purpose & Recommendation

The purpose of Draft Resolution No. 03-176 is to authorize the operation of the "Waterland Pub" during the 2003 Waterland Festival, subject to the conditions set forth in the attached resolution.

MOTION: "I move to adopt Draft Resolution No. 03-176, amending Resolution No. 951 and permitting the Chamber of Commerce to conduct the "Waterland Pub" during the 2003 Waterland Festival, subject to conditions as set forth in the resolution; requiring the Chamber to give one-third of the net revenue from the Waterland Pub to the City to cover the City's overall costs; and strongly encouraging the Chamber to seek alternative activities to substitute for the Waterland Pub in future Waterland festivals."

B. Background

On May 9, 2003, the City Council adopted Resolution No. 951, which authorized the Greater Des Moines Chamber of Commerce to use City property for the annual Waterland Festival. The resolution specifically excluded the operation of a beer garden at the Festival. While the Chamber has actively looked for alternate revenue generating activities, the short amount of time left for planning an alternate event makes it unlikely that a suitable one will be found. Events like the Waterland Pub and the carnival produce revenue to pay for the non-revenue producing events like the fireworks and the parade. The possibility that some of these activities would have to be scaled down or eliminated prompted some members of the Council to ask for reconsideration of this issue.

C. Discussion

From the City's point of view, there are two major drawbacks to the sale of alcoholic beverages at this event. The first is that the consumption of alcoholic beverages at the event tends to diminish the City's efforts to promote the Waterland Festival as a "family-oriented event." The second negative aspect is that the sale and consumption of alcohol at the Festival increases the potential of alcohol-related problems which could require more police intervention. Providing police protection is the largest City cost generated by the Festival.

The Draft Resolution seeks to address both these issues by requiring the Chamber to contribute one-third of the net proceeds from the Waterland Pub to the City to help defray the overall costs for policing the event and by encouraging the Chamber to begin examining alternative events to the beer garden for future festivals.

D. Alternatives

Alternative 1. Adopt Draft Resolution No. 03-176, which amends Resolution No. 951 authorizing the Chamber to operate the "Waterland Pub" at the 2003 Festival.

Alternative 2. Do not pass or take no action on Draft Resolution No. 03-176, which would leave Resolution No. 951 unchanged. The Chamber could proceed with the Waterland Festival but would not be allowed to sell alcoholic beverages at the event.

E. Financial Impact

Adopting Draft Resolution No. 03-176 would increase the Chamber's contribution to the City to help pay for festival-related expenses. It is not known how much the increase would be. It is also difficult to determine how much savings would result in not allowing the Waterland Pub to operate because it would be the first time in many years that the festival did not have a beer garden. After operating a year without the Pub, the Police Department could make a more informed decision about appropriate staffing levels.

F. Recommendation

The staff recommends that the Council adopt Draft Resolution 03-176, which would allow the Chamber to operate the Waterland Pub at the 2003 Waterland Festival.

G. Concurrence

City Attorney's Office.

CITY ATTORNEY'S FIRST DRAFT 06/17/03

DRAFT RESOLUTION NO. 03-176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, relating to the 2003 Waterland Festival, amending Resolution No. 951, and authorizing the Chamber of Commerce to operate the Waterland Pub during the 2003 Waterland Festival as provided in this resolution.

WHEREAS, on May 9, 2003, the City Council of the City of Des Moines adopted Resolution No. 951 granting permission to the Greater Des Moines Chamber of Commerce ("Chamber of Commerce") to hold Waterland Festival activities, with certain conditions, and

WHEREAS, Resolution No. 951 specifies that there shall be no Waterland Pub or other beer garden, and

WHEREAS, the City Council wishes to amend Resolution No. 951, to allow the Chamber of Commerce to operate a Waterland Pub during the 2003 Waterland Festival, under provisions provided in this resolution, while at the same time being held harmless from any liability arising from the existence of such activities, and

WHEREAS, in an effort to enhance the quality of life for all residents, the City Council encourages the Chamber of Commerce to examine alternative events to the Waterland Pub for future Waterland Festivals to promote a family-oriented event; now therefore,

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

(1) The City Council authorizes the Greater Des Moines Chamber of Commerce to operate the Waterland Pub at the 2003 Waterland Festival, provided that the Chamber shall provide one-third (1/3) of the net proceeds from the Waterland Pub, as documented by appropriate accounting records made available to the City, as compensation for increased City costs incurred in connection with the Waterland Pub and use of City property.

(2) The Waterland Pub shall be closed at 10:00 p.m. on Wednesday through Saturday (July 23 through July 26, 2003); and

ATTACMENT 1

7:30 p.m. on Sunday (July 27, 2003); or earlier at the discretion of a Des Moines Police Department command officer.

(3) An authorized official of the Chamber shall acknowledge in writing the Chamber's responsibilities for the conduct of the Waterland Pub, accepting such limitations as are contained in this resolution, in addition to such limitations as may be imposed by the City Council or the City Manager.

(4) The Chamber is encouraged to examine alternative events to the Waterland Pub for future Waterland Festivals.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _________, 2003 and signed in authentication thereof this ____ day of _________, 2003.

____
M A Y O R

APPROVED AS TO FORM:

____
City Attorney

ATTEST:

____
City Clerk

DRAFTRES:03/176

ACKNOWLEDGMENT

On behalf of the "Greater Des Moines Chamber of Commerce," I, ______________________________, acknowledge the Chamber's responsibilities for the conduct of the Waterland Pub, accepting such limitations as are contained in Resolution No. _____ (attached), in addition to such limitations as may be imposed by the City Council or the City Manager.

DATED this ________ day _______________________, 2003.

GREATER DES MOINES
CHAMBER OF COMMERCE

____
Its:___________________________

Witnessed:

____
Print Name:_________________________

CONTRACTS/WATERLAND ACKNOWLEDGMENT/03-176

ATTACMENT 2

greater Des Moines
CHAMBER OF COMMERCE™

MEMORANDUM

TO:	Tony Piasecki City Manager	FROM:	Carole Elrod Executive Director
DATE:	June 13, 2003		

The Des Moines Chamber of Commerce hereby agrees to the terms presented at the City Council meeting last night regarding approval of the Beer Garden. The agreement stated that City Council would approve the Beer Garden if the Chamber reimburses the City 1/3 of the net proceeds. The terms of this agreement are as follows:

- These proceeds to the City are intended to help pay for security provided during the Festival.
- This agreement is for this year only and is not construed to be an addendum to the Resolution, nor is it meant to set any precedence for future Festival.
- Festival activity will continue to be reviewed on an annual basis.
- Following the Festival the Chamber will provide the City with a report of Beer Garden profit and expenses, which will determine the net proceeds.

Prior to this approval we planned to have a new "Bingo by the Bay" event at the Festival to replace the Beer Garden. We are now evaluating the possibility of having both events. I will keep you advised of the final details.

I would also like to make another request at this time. To minimize the inconvenience to our citizens we would like permission to fence off the back parking lot of the Beach Park parking area in order to accommodate the Carnival crew all in one location. Please let me know as soon as possible if this is acceptable.

We will go forward in planning the Beer Garden and anticipate your favorable response to our Beach Park parking lot request. If you have any questions or concerns, please give me a call at (206) 878-7000.

Warmest regards,

Carole Elrod
Executive Director

ATTACMENT 3

EXCERPT
DES MOINES CITY COUNCIL MINUTES
June 12, 2003

Waterland Festival Beer Garden

Councilmember Sheckler announced that he has given the idea of allowing a beer garden a lot of thought. He stated that he is encouraged with the changes that have occurred within the Chamber of Commerce and is impressed with the new President, Pat Murray and the idea of a Government Affairs Committee. However, he is unwilling to compromise on the request for the Chamber to share financial information regarding the Festival and the beer garden in particular. He strongly encouraged the Chamber to explore other methods for fund raising instead of a beer garden for the future. He noted that other organizations pay the City to offset City costs such as the Haunted House.

MOTION was made by Councilmember Sheckler, seconded by Councilmember Thomasson, to direct staff to prepare a draft resolution to allow the beer garden at the Waterland Festival for 2003. Language shall be included to require that the Chamber of Commerce give one-third of the net proceeds from the beer garden to the City to off-set City costs. Furthermore, language should also be included to encourage the Chamber to seek activities other than a beer garden to raise funds.

Councilmember Thomasson noted he has other issues besides just the cost for City services in regards to the beer garden. He stated that a carnival and a beer garden, while they may be enjoyed by Des Moines citizens, attract others not as desirable to the community. He does not feel it is appropriate to show children that we need a beer garden to have fun. He remarked that several years back the Chamber had said that they would find a more positive way to raise funds. While requiring the Chamber to give the City 1/3 of the net proceeds solves the costs for City services, he would prefer strong language in the new resolution to encourage the Chamber to look for new ways to raise funds.

Councilmember Sherman remarked that 10 years ago a report from the Police department recommended the beer garden be discontinued. He also felt that having a beer garden at the Festival hurts local businesses and he will not support the resolution as he would prefer no beer garden.

Councilmember Petersen advised that he has always enjoyed going to the Festival and having a hamburger or sandwich with a cold beer. He noted that he has never seen a problem that required the Police Department to act. He stated he will support the resolution.

Mayor Pro Tem Benjamin remarked that the Waterland Festival is a wonderful event which allows outsiders to see what a wonderful community Des Moines is. He noted that he has never seen any problems associated with the beer garden.

VOTE ON MOTION: Motion passed 4 to 1 with Councilmember Sherman voting NO.

ATTACMENT 4

AGENDA ITEM

SUBJECT:
Revision of mobile home park regulations

ATTACHMENTS:

1. Draft Ordinance 02-177

AGENDA OF: June 26, ,2003

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED June 17, 2003

CLEARANCES:
[X] LEGAL

APPROVED BY THE CITY MANAGER FOR SUBMITTAL

Purpose and Recommendation:

Suggested Motion:

"I move to adopt Draft Ordinance 02-177

The purpose of this ordinance is to allow mobile home owners, with an approved site plan, the opportunity to fill their parks.

Background:
On June 27, 2002 Administration requested direction on mobile home parks. Currently, the mobile homes in the City are nonconforming uses. DMMC 14.48.270 required mobile home owners existing before July 1,1992 to provide the city a site plan, prepared by a registered engineer showing the number of mobile homes on site, their location, lot dimensions, the location and size of all road, sewers, etc. This site plan was supposed to be part of the business license application.

Except for the mobile home parks in the Woodmont/Redondo area, staff has no site plans for any mobile home park in the city.

On February 27, 2003 the Council discussed the draft ordinance. During the discussion administration addressed the letter from the owner of the Pine Terrace Mobile Home park, Gordon Gray. Administration discussed these proposed changes with City Council and based on Administration recommendations Council moved the draft ordinance to a second reading. These changes have been included in the revised draft ordinance included in this packet.

Discussion:
The changes to the draft ordinance include:

- Minor changes to the definition section of the chapter to provide more current language
- Requires annual inspection of mobile home parks for compliance with provisions of this chapter
- Includes language detailing failure to remedy corrections found at the annual inspection as a basis to revoke the business license
- Requires all fire lanes to be clearly marked and remain free of parking
- Requires all outdoor storage areas in and around mobile homes to be adequately screened acceptable to the Community Development Department
- Clarifies language requiring mobile home park owners to be responsible for collection and disposal of solid waste
- Allows the required site plan to be prepared by an engineer or surveyor or in a form acceptable to the Community Development Department
- Allows owners until January 31,2004 the opportunity to provide the required site plan
- Allows setbacks to mobile homes that were in place at the time the mobile home was placed on the site.
- Additional minor editing to the ordinance

Under this draft ordinance mobile home parks established before July 1,1992 May become legal, nonconforming uses upon approval of the site plan. Because of the enforcement and regulation issues, RV's remain prohibited uses.

Alternatives:
The Council has three options concerning this ordinance:
1. Adopt the draft ordinance as revised by Council
2. Direct staff to further revise the draft ordinance based on additional Council discussion
3. Do not adopt the draft ordinance

Financial Impact:
There is no negative impact to the city in adopting this draft ordinance

Recommendation/Conclusion:
Administration recommends adoption of draft ordinance 02-177

Concurrence:
None

COMMUNITY DEVELOPMENT'S FIRST DRAFT 9/12/02
COMMUNITY DEVELOPMENT'S SECOND DRAFT 3/05/03
COMMUNITY DEVELOPMENT'S THIRD DRAFT 6/17/03

DRAFT ORDINANCE NO. 02-177

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to revision of mobile home park regulation code and amending chapter 14.48 DMMC.

WHEREAS, the mobile home park regulation code was established to provide orderly operation of these facilities, and

WHEREAS, there is a need to require a high quality of management of these parks to ensure that the occupants of these parks and the community as a whole are protected from potentially adverse impacts, and

WHEREAS, revisions to DMMC 14.48 will allow for enhanced monitoring of these parks while providing mobile home owners the opportunity to maintain the economic viability of these parks, and

WHEREAS, well maintained mobile home parks provide safe and affordable housing for many households priced out of the conventional housing market, and

WHEREAS, it has been determined that textual code amendments to Title 14 are a Type V land use action, and

WHEREAS, the City Council finds it is in the best interest of the public health, safety and general welfare to revise these regulations; now therefore:

THE CITY COUNCIL OF THE CITY OF DES MOINES DO ORDAIN AS FOLLOWS:

Sec. 1 Chapter 14.48 DMMC and sections 143, 144, 145, 146, 147, 148, 149(part), 149(A), 149(B), 149(C), 149(D), 149(E), 149(F), 149(G), 149(H), 149(I), 149(J), 149(K), 149(L), 149(M), 149(N), 149(O), 150, 151, 152, 153, 154, 155, 156, 157, 159, 160, and 161 of Ordinance No. 938 and section 1 of Ordinance No. 978 are each amended to read as follows:

ATTACHMENT 1

14.48.010 Short title. This chapter shall be known and may be cited as the "mobile home park regulation code."

14.48.020 Findings and policy.

(1) The City finds that properly planned and operated mobile home parks:

(a) Promote the safety and health of the residents of such parks and of other nearby neighborhoods; and

(b) Encourage economical and orderly development of such parks and other nearby neighborhoods.

(2) It is, therefore, declared to be the policy of the City to eliminate and prevent health and safety hazards and to promote the economical and orderly development and utilization of land by providing for planning and operating mobile home parks and by providing for the standards and regulations necessary to accomplish these purposes.

14.48.030 Definitions.

(1) **Use of words.** As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

(2) "Factory-built housing" means any structure designed primarily for human occupancy which is either entirely or substantially prefabricated or assembled at a place other than a building site, meets the requirements of the Uniform Building Code, and bears the insignia of the Washington State Department of Labor and Industry. Factory-built housing may also be called

industrialized, modular, sectional, or sectionalized construction.

(3) "Mobile/manufactured home" means a factory-assembled structure or structures designed for human occupancy and equipped with the necessary service connections and constructed so as to be readily movable as a unit or units upon running gear. The support system of a mobile home shall be constructed so that the mobile home may be placed thereon and may be moved from time to time at the convenience of the owner. Mobile homes must bear the insignia of the state Department of Labor and Industries and built according to the Federal Manufactured Housing Construction and Safety Standards Act of 1974. The terms mobile home and manufactured home are considered to be interchangeable in the context of this chapter. A commercial coach, recreational vehicle, or motor home are not a mobile/manufactured home.

(4) "Mobile home park" means an approved residential development as shown in the records of the Community Development Department, and designed and approved in accordance with either the subdivision or the planned unit development regulations of the City, together with certain service/utility buildings and uses providing for the enjoyment and benefit of the residents of the mobile home park in which individual spaces are provided for the placement of a mobile home for dwelling unit purposes. Lots for mobile homes may be either rented or purchased.

(5) "Leasable" space means that area within the mobile home park designated on an approved site plan as lots for locating mobile home units with full utility hook-ups.

(~~5~~ 6) "Recreational vehicle" means a vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use with or without motive power of such size and weight as not to require a special highway movement permit and certified as approved as such by the State Department of Labor and Industries. Recreational vehicles shall include but are not limited to campers, motor homes, travel trailers, and camping trailers.

(~~6~~7) "Recreational vehicle storage area" means a surfaced area enclosed by appropriate fencing provided for the storage of recreational vehicles. All recreational vehicle storage within the mobile home park shall occur in this designated area.

(~~7~~8) "Service building" means a building for the purpose of housing mobile home park community facilities.

(~~8~~9) "Utility building" means an accessory structure intended for the storage of typical outdoor equipment incidental to the occupants of the mobile home, i.e., lawn mower, lawn chairs, barbecue, etc. Utility buildings are limited to one per mobile home lot.

14.48.040 General requirements.

(1) Mobile homes are a permitted use in mobile home parks only. Mobile home parks shall be developed in accordance with the requirements of either Title 17 DMMC or chapter 18.52 DMMC together with the requirements of this chapter.

(2) No recreational vehicle shall be occupied for residential or commercial purposes anywhere in the City except in the case of temporary uses as authorized by the City Manager or their designee; provided, that under no circumstances shall a recreational vehicle be occupied more than 30 days. ~~Under no circumstances shall a recreational vehicle be parked overnight on a public street~~.

(3) Mobile/manufactured homes shall be used for residential purposes only, except for home occupations as defined in Title 18 DMMC.

(4) No space shall be rented or sold for any purpose within a mobile/manufactured home park except for a permanent residence.

(5) No person, company, or corporation shall establish a new mobile/manufactured home park, or enlarge the size of or increase the allowed density of an existing mobile/manufactured home park, without first complying with the provisions of this chapter.

(6) Where there is a conflict between the requirements of either Title 17 DMMC, chapter 18.52 DMMC, and this chapter, the most stringent provisions shall control.

(7) The provisions of this chapter shall not apply to factory-built housing.

14.48.050 Business license required. All persons who rent or sell lots in a mobile home park for mobile homes and/or who sell mobile homes therein, shall possess a valid business license from the City. In addition to meeting all requirements of chapter 5.04 DMMC, relating to business licenses, the mobile home park shall be inspected by the Seattle-King County department of public health prior to issuance of a business license by the City Clerk. The applicant shall remedy all unsanitary conditions found by the health department. Failure to remedy such conditions shall be grounds for denial or revocation of the business license by the City Manager. All mobile home parks shall be inspected by the Community Development Department annually for compliance to this chapter. Failure to remedy corrections in a timely manner shall be ground for denial or revocation of the business license by the City Manager.

14.48.060 Density requirements.

(1) Mobile home parks shall be not less than three acres in size. The maximum site area of a mobile/manufactured home park, or combination of adjacent parks, shall be 10 acres. Parks shall be considered to be "adjacent" to one another unless they are separated by an unrelated land use, and not merely by a public or private street, easement, or buffer strip.

(2) The number of mobile homes in the mobile home park shall not exceed the allowable number of dwelling units in the zone district in which the mobile home park is located.

14.48.070 ~~Development standards -~~ Compliance. In addition to the requirements of either Title 17 DMMC or chapter 18.52 DMMC, mobile home parks shall comply with the following development standards and requirements.

14.48.080 ~~Development standards -~~ Lots.

(1) Every mobile home lot shall be at least 2,400 square feet with a 40-foot frontage.

(2) Each mobile home lot shall be identified with an individual site number, each number a minimum of four inches tall in a logical numerical sequence, subject to approval by the building official, displayed in a uniform manner throughout the mobile home park and readily identified from the roadways within the park. In addition, these numbers must be shown on the official ~~plat~~ site plan for the mobile home park. Site numbers shall not be mounted on the mobile homes.

(3) Every mobile home lot shall have a pad hard surfaced with concrete or asphaltic concrete of minimum thickness of four inches. It shall be

of a size not less than that of the mobile home to be parked on the lot.

14.48.090 ~~Development standards~~ - Lot coverage. All impervious surfaces, including but not limited to mobile homes, service/utility buildings, carports, patios, driveways, and streets shall not exceed 50 percent of the lot area.

14.48.100 ~~Development standards —~~ Setbacks.

(1) Minimum front yard setbacks for all structures shall be 10 feet.

(2) Minimum rear yard setbacks for all structures shall be 15 feet.

(3) Minimum side yard setbacks for all structures shall be 10 feet.

(4) Corner lots shall observe a minimum 15-foot setback from all streets and alleys.

(5) The minimum clearance between mobile homes shall not be less than required by the fire code.

(6) The clearance between mobile homes and any service/utility building(s) situated on the same lot shall not be less than required by the Uniform Fire Code.

(7) Eaves may project up to a maximum of 18 inches into any required setback area.

14.48.110 ~~Development standards —~~ Parking spaces.

(1) A minimum of two off-street parking spaces per mobile home shall be provided on the lot on which the mobile home is located.

(2) In addition to occupant parking, guest and service parking shall be provided within the boundaries of the park at a ratio of one parking space for each two mobile/manufactured lots, and shall be distributed for convenient access to all lots and may be provided by a separate parking area. Clubhouse and community building parking facilities may account for up to 50 percent of this requirement.

(3) Setbacks for mobile/manufactured home units shall not be calculated for purposes of meeting the minimum parking requirements. All off-street parking spaces shall conform to the dimensional requirements contained in chapter 18.44 DMMC.

(4) Vehicles over 8,500 pounds gross license weight and recreational vehicles shall not be parked or stored on the individual lots or on any street. A separate storage area shall be provided with appropriate fencing and visual screening as determined by the Community Development Department.

14.48.120 ~~Development standards –~~ Streets and access.

(1) Access to and from the mobile home park shall be from a minor arterial or collector street. Access to mobile home lots shall be from interior streets only. No individual access to any mobile home lot shall be from streets adjacent to the exterior of the mobile home park.

(2) All streets shall be constructed to City standards contained in chapter 12.28 DMMC.

(3) Pedestrian sidewalks shall be of concrete pavement a minimum of five feet wide on both sides of all streets.

(4) Driveways providing entrance or exits to the mobile home park shall be no closer than 150 feet from an intersection, measured from the existing or proposed right-of-way, whichever is the greater.

(5) All streets and access roads so designated either in the subdivision or PUD review process shall be completed prior to occupancy of any mobile home.

(6) All fire lanes shall be clearly marked and no parking shall be allowed in these areas.

14.48.130 ~~Development standards~~ - Building heights. The maximum building height shall be 25 feet.

14.48.140 ~~Development standards~~ - Landscaping - Recreation space.

(1) At least 15 percent of the gross area within the mobile home park shall be set aside as active recreation space. The 15-foot buffer area required by subsection (2) of this section shall not be counted towards meeting the 15 percent requirement.

(2) A 15-foot minimum buffer area around the perimeter of the mobile home park is required. The buffer area shall contain perimeter screening of dense evergreen plantings, a minimum of five feet in height when installed, which will grow to a minimum of eight feet in height within five years.

(3) The developer shall furnish to the City a performance bond or other suitable security in a form approved by the City Attorney and in an amount approved by the Community Development Department to insure installation of the landscaping prior to any construction in the mobile home park.

(4) Recycling facilities shall be provided as determined by the Community Development Department.

14.48.220 ~~Development standards~~ - Skirting. Skirtings are required and shall be constructed of nonflammable material. Every mobile home skirt shall be provided with a door or easily removed portion thereof through which an inspector may gain access to the crawl space under the unit.

14.48.230 Adoption of mobile home regulations by reference. Chapter 296-150B WAC (Standards for Mobile Homes, Commercial Coaches, and Recreational Vehicles), as presently constituted or as may be subsequently amended, is adopted and shall be applicable within the City.

14.48.240 Smoke detectors. Smoke detectors, of a type approved by the building official, shall be installed in all newly set mobile homes.

14.48.250 Furnace controls - Power switch. All furnace controls and power switches shall be placed on the exterior of the furnace enclosure.

14.48.260 Tie downs. All mobile homes shall be equipped with tie downs of a type that has been approved by the building official.

14.48.270 Site plan required - Preexisting parks. The owners of mobile home parks existing before July 1, 1992, shall provide the City with a site plan, prepared by a ~~registered civil engineer~~ professional surveyor or engineer and/or in a form acceptable to the Community Development Department showing the number of mobile homes presently on the site, their location, and the dimensions of all lots and the location and size of all roads, sewers, water lines, all other utilities and other structures on the property. The site plan shall be submitted in conjunction with the application or renewal of a business license as required by DMMC 14.44.050.

14.48.280 Preexisting mobile home parks. All mobile home parks existing before July 1, 1992, and which were in compliance with existing City or county codes at the time of their establishment, shall be legal, nonconforming uses and are entitled to the number of mobile homes which was permitted by the applicable ordinance in effect at the time the mobile home park was established, the number and configuration of individual spaces which are provided for placement of a mobile home for dwelling unit purposes existing on July 1, 1992, and the privilege of locating in such spaces mobile homes of a size suitable to the dimensions of the individual spaces and subject to the setback requirements which were in place at the time the mobile home was placed .~~which are provided for mobile home placement;~~ provided:

(1) The owner of the mobile home park shall provide the City Community Development Department by ~~December 28, 1992~~ ~~June 30,2003~~,January 31, 2004 a plan or schematic of the mobile home park drawn to scale, showing the location and dimension of each space for the placement of mobile homes;

(2) All other provisions of this mobile home park regulation code shall be applicable; and

(3) No increase in density and no increase in the number of mobile homes are allowed unless all of the provisions of this chapter are met.

14.48.290 Administration. The Community Development Director or his/her designee shall enforce the terms of this chapter according to the provisions of this title.

14.48.300 Inspections.

(1) No person may occupy or allow or suffer another person to occupy a mobile/manufactured home before the same has been inspected and approved by the State Department of Labor and Industries, and the installation has been approved by the building official.

(2) The installer/owner shall request an inspection after all aspects of the installation, other than installation of the skirting, have been completed. If the inspection is not completed within 10 business days, the tenant or owner may occupy the mobile/manufactured home at his or her own risk. Occupancy before inspection does not imply City approval.

14.48.310 Authority to issue permits for and inspect installation of mobile/manufactured homes. *Repealed by Ord. 946.*

14.48.320 Mobile/manufactured home installation. No person may install a mobile home unless that person owns the mobile home, is a licensed mobile home dealer, or is a contractor registered under chapter 18.26 RCW, as presently constituted or as may be subsequently amended.

14.48.330 Permits for accessory structures. Building permits shall be required pursuant to chapter 14.08 DMMC for all accessory structures on a mobile/manufactured home lot, including but not limited to awnings, porches, steps, decks, storage sheds, and carports.

14.48.340 Park administration.

(1) The owner(s) of a mobile/manufactured home park shall be responsible for the development and maintenance of the park in strict conformity with this chapter, the building site plan, and all other applicable laws and ordinances.

(2) A mobile/manufactured home park shall have internal rules and regulations governing, at a minimum, the following:

(a) A requirement that all tenants comply with state inspection codes at the time a mobile/manufactured home is installed or modified.

(b) A requirement that all tenants comply with zoning code restrictions relating to the use of their mobile/manufactured home and lot.

(c) A requirement that all landscaping, buffer areas, recreational areas and facilities, storage areas, streets, walkways, and other common areas and facilities be continuously maintained to at least the minimum standard required by the City and approved by the enforcing agency at the time of initial occupancy.

(3) A mobile/manufactured home park shall have a full time resident manager on site who shall be the agent of the owner with authority to communicate directly with City officials regarding compliance with codes and requirements and who shall be responsible for the enforcement of park rules and regulations.

NEW SECTION. Sec. 2 Severability-Construction

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

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

NEW SECTION. Sec. 3. Effective date. This ordinance shall take effect and be in full force thirty (30) 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 ______, 2003 and signed in authentication thereof this ___ day of _____, 2003.

____
M A Y O R

APPROVED AS TO FORM:

____
City Attorney

ATTEST:

____
City Clerk

Published: ______________

Effective Date: ________

DRAFTORD/02/177

AGENDA ITEM

SUBJECT:
Beck/Kombol Easement Request
File No. LUA 99-052

ATTACHMENTS:

1. April 3, 2003 Easement Request
2. Draft Resolution No. 03-157
3. Draft Easement
4. Ortho Photo Map
5. Street Section View

AGENDA OF: June 26, 2003

DEPT OF ORIGIN: Comm. Develop.

DATE SUBMITTED June 18, 2003

CLEARANCES:
☒ COMM DEV
☒ LEGAL

APPROVED BY THE CITY MANAGER FOR SUBMITTAL CTL for TO

PURPOSE AND RECOMMENDATION:
William and Jennifer Kombol are requesting that the City of Des Moines grant a temporary easement for street side-slope purposes across city owned property. The purpose of this agenda item is to provide information related to this request enabling the City Council to determine if it should pass a resolution authorizing the City Manager to sign this easement.

Administration recommends the City Council approve Draft Resolution 03-157 allowing the temporary use of city property for road construction and side slope purposes. Council passage of the following motion would authorize the City Manager to sign an easement authorizing grant approval for these permit applications:

Motion:	"I move to adopt Draft Resolution No. 03-157 authorizing the City Manager to sign a temporary easement for street side slopes."

BACKGROUND:
An assemblage of 17 lots of vacant land totaling 1.2 acres in area exists on the east side 26th Avenue South between South 244th and 246th Streets. Over the last few years, the Community Development Department has been working with the owner of this property to discuss various development options under the current RM-2400, (medium density multi-family) zoning. The owner has expressed a desire to develop the site with a series of zero lot line structures similar to the attached single-family residential development concept allowed by the city. There is currently no improved access to the site. Abutting the site is an undeveloped public right-of-way that is 40 feet wide—26th Avenue South.

DISCUSSION:

A requirement imposed by city staff during the review process was that the owner/developer must provide street improvements to city standards enabling access to all of the subject lots. The applicant has agreed to construct street improvements adjacent to the site and extend those improvements to the south and north to provide a complete street connection between South 246th and South 244th Streets. The City engineering department has reviewed civil engineering plans for this road design. The engineering department is prepared to approve the street plans upon resolution of one issue—slope transitions beyond the improved street area to the west. In order for the road to match the grades of the two east-west roads, South 244th and 246th Streets, the right-of-way must be graded and slightly filled to reach the proper elevation. This work will occur in an area where the natural grade is descending. All of the required road improvements (curb, gutter, sidewalk, pavement, drainage) will fit within the existing right-of-way, but to maintain a more gentle back slope on the west side of the new road, additional area land area beyond the right-of-way is needed to transition the grade of the fill. The applicant's engineer and city engineering department have determined that 10 additional feet would provide for more suitable street shoulder and grade conditions.

Property on the west side of the new street is owned by the City of Des Moines. This land was acquired by the city using County open space funds to ensure that the Parkside wetland and immediate surrounding area would not be privately purchased and developed. Use of city property requires Council authorization. Staff believes that a temporary 10-foot wide easement to establish proper side slopes for the new road is needed. Other design options for the road, those which would not require an easement, have been explored. These options, however, result in retaining structures or a less desirable street design. Staff believes that the road will benefit the city by providing better traffic circulation and future public access to the Parkside wetland property which the City is contemplating improving as a natural interpretative center/open space park. Additionally, the Parks Department has expressed a desire to maintain good edge conditions next to the park for future ease of use and limiting liability.

ALTERNATIVES:

The City Council may:

1. Adopt the draft resolution as written.
2. Adopt the draft resolution with amendments by the City Council.
3. Remand the proposal back to administration for evaluation or study if a specific concern is identified.
4. Do not adopt the draft ordinance.

FINANCIAL IMPACT:

It is the normal practice for individuals seeking easements from other property owners to negotiate or pay for an easement. The city can pursue monetary payment for the easement if the Council so desires. Administration believes that with the slope easement there is an inherent value and a public benefit to have the proposed street developed. Administration believes that the public benefit obtained by having the applicant grade and slope the roadway in a way that makes the Parkside wetlands more accessible to citizens of Des Moines more than compensates for any monetary payment the city could reasonably require.

RECOMMENDATION/CONCLUSION:
Administration concludes that the proposed 10 foot temporary easement is needed to construct a public road of a desired design and quality. Administration recommends that the Council approve the easement and without additional compensation.

CONCURRENCE:
The Community Development and Engineering Department have been extensively involved in the review of the pending property development and associated road construction. Both of these Departments concur it is the best option to build this section of 26th Avenue South with the easement. The Parks and Legal Departments have been briefed on the facts surrounding the easement issue. The Parks Department is concerned if the road is built without the easement that a retaining structure will be required. The Parks Department does not want a retaining structure; they desire to have the most gentle grade transition into park property possible and support a wider easement if this goal can be accomplished. The Legal Department has been closely involved in this process and has prepared the draft resolution and easement.

April 3, 2003

Robert Ruth
City of Des Moines
21630 – 11th Ave. South, Suite D
Des Moines, WA 98198

Re: Request for Slope Easement

Dear Mr. Ruth:

This is our formal written request for an easement on City property for slope purposes in order to construct a public road on 26th Ave. South. The specifics of our plans are contained in Duncanson, Inc. plans as laid out in their project number 02872 and dated March 14, 2003, of which you are in possession.

Very Truly Yours,

William Kombol
30533 – 234th Ave. SE.
Black Diamond, WA 98010

Cc: Kelly Caseel
Duncanson, Inc.
145 S.W. 155th Street #102
Seattle, WA 98166

ATTACHMENT 1

CITY ATTORNEY'S FIRST DRAFT 05/30/03

DRAFT RESOLUTION NO. 03-157

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON approving a temporary, non-exclusive easement for the purposes of entering City property and establishing street side slopes through, over, and across City property to support an adjoining and newly-constructed public road, and authorizing the City Manager to sign said Temporary Easement.

WHEREAS, the City has received an application to develop property on the east side of 26th Avenue South between South 244th and 246th Streets, and

WHEREAS, development of the subject site will require street improvements to 26th Avenue South between South 244th and 246th Streets to provide access to City streets and roads, and

WHEREAS, the right-of-way width for 26th Avenue South between South 244th and 246th Streets is forty feet (40') and does not permit adequate road grade transitions on the west side, and

WHEREAS, the City owns the property to the west of 26th Avenue South between South 244th and 246th Streets, and

WHEREAS, the City Council finds it to be in the public interest to grant this temporary, non-exclusive easement to permit construction of side slopes on City property to the west of 26th Avenue South between South 244th and 246th Streets; now therefore,

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

Sec. 1. The City of Des Moines grants a temporary, non-exclusive easement to William J. Kombol and Jennifer M. Kombol, as set forth in the easement attached hereto as Exhibit "A", which is hereby incorporated by reference, for the purpose of entering City property and establishing street side slopes through, over, and across City property to support an adjoining and newly-constructed public road, 26th Avenue So. between South 224th and South 246th Streets. The easement is granted over the premises described in the easement, and subject to the conditions and covenants stated within said easement.

Sec. 2. The City Manager is hereby authorized to sign the Temporary Easement for slopes for public streets substantially in the form of Exhibit "A" attached.

ATTACHMENT 2

Sec. 3. Nothing in this resolution shall be construed as excusing the grantee from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to the construction of street improvements to provide access to City streets and roads.

Sec. 4. A certified copy of this resolution shall be attached to and become a part of the evidence of City approval of said Temporary Easement and shall be delivered to the applicant.

Sec. 5. Certified or conformed copies of this resolution shall be delivered to the following:

(1) City of Des Moines Community Development and Public Works Departments;

(2) King County Fire Protection District No. 26; and

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

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of ________, 2003 and signed in authentication thereof this ____ day of ________, 2003.

____
M A Y O R

APPROVED AS TO FORM:

____
City Attorney

ATTEST:

____
City Clerk

DRAFTRES:03-157

Filed for Record at Request of:

City of Des Moines
21630 11th Avenue South, Suite C
Des Moines, WA 98198

Attn: City Attorney's Office

TEMPORARY EASEMENT

(Slopes for Public Street)

THIS AGREEMENT by and between the CITY OF DES MOINES, a Washington Municipal Corporation, hereinafter termed "Grantor", and WILLIAM J. KOMBOL and JENNIFER M. KOMBOL, Husband & Wife, hereinafter termed "Grantee".

WITNESSETH:

That the said Grantor, for valuable consideration and for the benefit of the public, does by these presents grant unto the Grantee, a temporary, non-exclusive easement for the purposes of entering and establishing side slopes through, over, and across the following described property to support an adjoining and newly constructed public road:

> A ten (10) foot-wide easement within the following described real property:
>
> The east 10 feet of lots 1 through 20, inclusive, located in Block 14 of Interurban Heights Second Addition to Des Moines all in the northeast quarter of Section 21, Township 22 North, Range 04 East, of Willamette Meridian, King County, Washington.

Said Grantee shall have the right, without prior institution of any suit or proceeding at law and at such times as may be necessary after Grantor approves associated road and drainage design plans, to enter upon said easement for the purpose of depositing, compacting, grading and otherwise preparing specified structural fill material consistent with approved plans, without incurring any legal obligation or liability therefor; provided that such shall be accomplished in a manner that private improvements shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed, they will be replaced in as good condition as they were

ATTACHMENT 3

immediately before the property was entered upon by the Grantee; and further provided that Grantee obtains all required permits and approvals from Grantor as may be necessary; except and unless it is mutually agreed upon that an emergency exists under which circumstance any required permits or approvals shall be obtained after-the-fact by Grantee.

The Grantee agrees that only specified structural fill previously approved by the Grantor shall be used to establish the street side slopes and no enlargement or alteration of the deposited structural fill is permitted without prior approval of the Grantor.

The Grantee hereby assumes sole financial responsibility for the cost of all material and labor to establish the street side slopes and shall hold the Grantor harmless from any damages, loss or expenses resulting from any of Grantee's activities on or use of the easement.

The foregoing hold harmless agreement includes, without limitation, the existence, deposit or cost of removal of "hazardous materials" and it the Grantor reserves the right to cancel and declare null and void this Slope Easement for Public Street in the event "Hazardous Material" is deposited upon or discovered in the Easement area or upon any real property adjacent to the Easement area, whether or not said real property is owned by the Grantor. For the purposes of this Easement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), 42 USC Section 9601, et seq., and as hereinafter amended. Grantor shall not be able to exercise its right to cancel this Easement until after Grantor provides Grantee with at least seventy-two (72) hours notice of intent to cancel for a reason described in this paragraph and Grantee fails to take prompt remedial action to the satisfaction of Grantor.

This is a temporary, non-exclusive easement and not a covenant running with the land. It shall terminate once street side slopes have been fully completed by Grantee and inspected and approved by Grantor and, in any event, no later than September 30, 2004.

DATED this _____ day of ______________________, 2003, at Des Moines, WA.

THE CITY OF DES MOINES
A Municipal Corporation

By_______________________________
Anthony A. Piasecki, City Manager
City of Des Moines

Under authority granted in Resolution No. ____, adopted by the Des Moines City Council in an open public meeting held on__________________________.

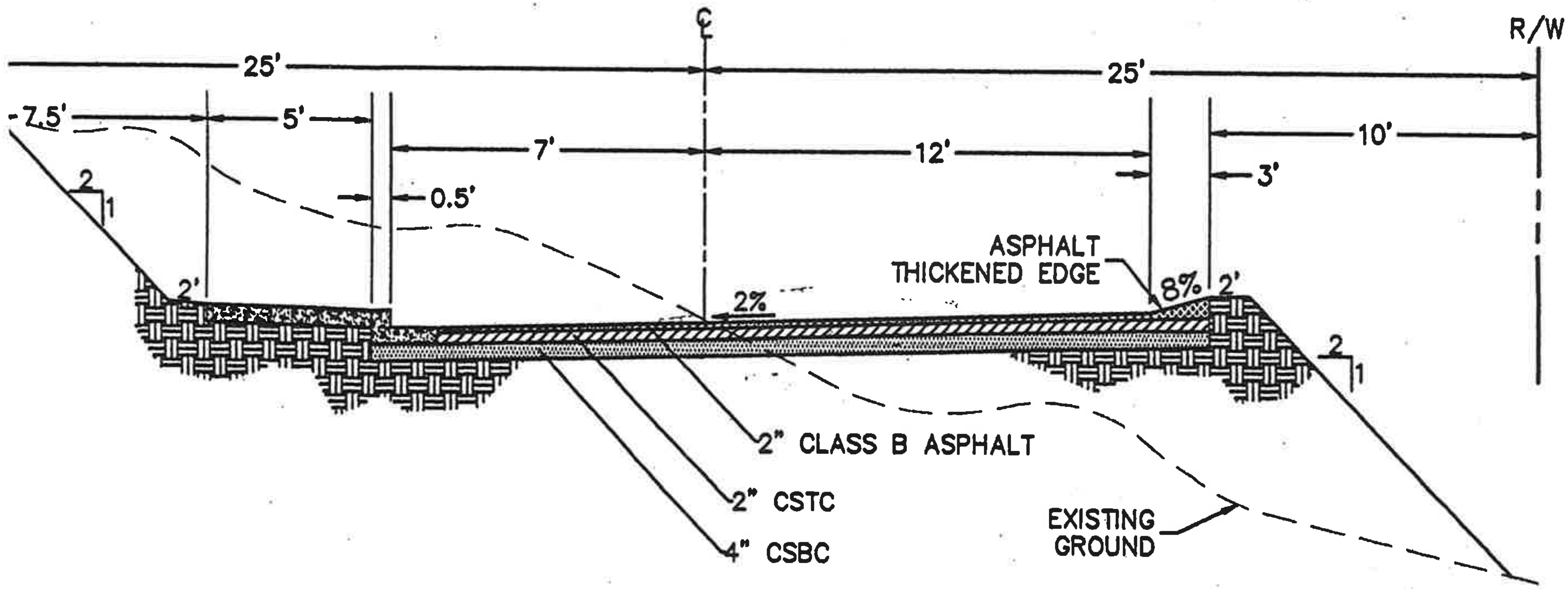
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Anthony A. Piasecki who did say he is the City Manager of the City of Des Moines, a municipal corporation, and the person that executed the foregoing Easement and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the corporation.

Given under my hand and official seal this _____ day of _____________, 2003.

____
Notary Public in and for the State of
Washington, residing at ____________,
My commission expires______________

ATTACHMENT 4



1 26TH AVENUE SOUTH X-SECTION

(LOOKING SOUTH) NTS

ATTACHMENT 5

NEW BUSINESS
Item #2

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:
Airport Communities Coalition (ACC) 2003 Funding Request

ATTACHMENTS:

FOR AGENDA OF: June 26, 2003

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: June 18, 2003

CLEARANCES:
[X] Finance pl

APPROVED BY CITY MANAGER FOR SUBMITTAL: AP

Purpose and Recommendation

The purpose of this action item is to allow the City Council to authorize payment of $__________ to fund the City of Des Moines 2003 payment to the Airport Communities Coalition (ACC).

Suggested Motion:

I move to approve payment of $_________ to the Airport Communities Coalition as the City of Des Moines contribution to the 3rd runway fight, funding to be provided from the General Fund's ending fund balance.

Background

The 2003 budget process included a recommended authorization of $172,170 for airport defense activities, including $150,000 to be paid to ACC. The recommended appropriation was funded by utility taxes of $154,000 and fund balance. Subsequent to adoption of the 2003 budget, Council voted to remove all appropriations for airport defense. Staff has redirected the 2003 utility taxes originally earmarked for the Airport Defense Fund into the General Fund thereby increasing the General Funds' ending fund balance. The 2003 budgeted ending fund balance for the General Fund was $991,763 and is projected to be $1,145,763 with the addition of $154,000 in utility taxes and assuming that total revenue comes in as budgeted.

Discussion

The decision to approve funding for the ACC payment can be accomplished without a budget amendment. During the budget process the ending fund balance is adopted as well as the approved appropriations. This practice provides a method for controlling the city's total overall budgeted funds including available fund balances. Staff recommends a formal budget amendment process be implemented whenever funds are appropriated, but this process is not required, since the city's legal budgetary control is at the fund level that includes both appropriations and ending fund balance.

In order to authorize payment to the ACC, Council simply needs to adopt the motion approving the payment to the ACC, funding to be provided from the General Fund's ending fund balance.

Alternatives

None.

Recommendation

None.

Concurrence

None.

NEW BUSINESS
Item #3

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: 2003 Budget Amendment – MCI Fund No. 310 (Municipal Capital Improvements Fund)

ATTACHMENTS:

Draft Ordinance No. 03-177
MCI Fund No. 310 Revised 2003 Budget Worksheet

FOR AGENDA OF: June 26, 2003

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: June 20, 2003

CLEARANCES:
[X] Parks, Recreation and Senior Services
[X] Finance -pl

APPROVED BY CITY MANAGER FOR SUBMITTAL: CTL for TP

Purpose and Recommendation
The purpose of this agenda item is to request Council's approval of Draft Ordinance No. 03-177 amending the 2003 budget by authorizing appropriations to complete the Steven J. Underwood Memorial Sports Park Phase 1 and Activity Center, and to authorize appropriations from Senior Services Donations and Special Events Revenues, and from available unreserved ending fund balance of $49,418.

Suggested Motions:

1. "I move to suspend Council Rule 26(b) to consider Draft Ordinance No. 03-177 on first reading."

2. "I move to adopt Draft Ordinance No. 03-177 relating to municipal finance, amending the 2003 budget adopted in Ordinance No. 1314."

Background
The MCI Fund 2002 unreserved ending fund balance totals $397,207 and is made up of the following.

Table 1: 2002 MCI Unreserved Ending Fund Balance

Carry Forward of Unreserved Fund Balance from 2001	$134,901
Carry Forward of 2002 Balance from Interest Earnings	10,596
Carry Forward of 2002 Balance from REET	66,920
Carry Forward of 2002 Balance from General Fund Transfer	84,790
Sports Park Reservation of Fund Balance from 2001	100,000
Total	$397,207

The following information outlines staff's recommendation for allocating some of the $397,207 to two unfinished projects, the Sports Park and the Activity Center.

Sports Park

The Steven J. Underwood Memorial Sports Park Phase 1 project was not complete as of the end of 2002 and the appropriations to finish the project must be reauthorized for 2003. Requested appropriations for 2003 total $211,988, and consist of $191,362 from the 2002 unreserved ending fund balance and $20,626 remaining from an IAC grant. The remaining budget balance from 2002 for the project totals $180,614. Staff is requesting an additional $31,374 to complete the project. The additional request is due to unanticipated contractor settlement costs for detention pond repairs and parking lot completion. IAC will not provide the $20,626 in grant funds unless the parking lot work is completed.

Table 2: Anticipated 2003 Expenditures for 2002 Sports Park Improvements

2003 Expenditures	
Remaining work to be completed	$180,614
Permit Fees	6,374
Settlement re: parking lot	25,000
Total Expenditures	$211,988

Table 3: Recommended 2003 Allocation to 2002 Sports Park Improvements

Funding Source	
Unreserved 2002 Ending Fund Balance	$191,362
IAC Grant	20,626
Total Allocation	$211,988

If the Council concurs with this recommendation, $205,845 of the 2002 unreserved fund balance remains ($397,207 - $191,362 = $205,845)

Activity Center

The Activity Center project was not complete as of the end of 2002 and the appropriations to finish the project must be reauthorized for 2003. Requested appropriations for 2003 total $284,367, and consist of $81,930 from the 2002 unreserved ending fund balance, $34,000 from the Legacy Foundation, and $168,437 from Haunted House proceeds. The remaining balance from the originally authorized budget of $327,818 totals $272,612. Staff is requesting an additional $11,755 to complete the project. The additional request is due to additional costs associated with the phone and data system installation, and floor installation.

The remaining unreserved fund balance of $123,915 was reprogrammed through the 2003 Capital Improvement Plan budget combined with the 2003 REET & $2,593 of the 2003 interest earnings to fund Parks and Recreation projects and the Arterial Street Fund Transfer. The following 2003 funds are available for appropriation:

Table 4: Remaining Unreserved Fund Balance

Item	**Amount**
2003 Interest Earnings	12,407
Excess Balance from the 2003 Transfer from the General Fund	17,147
Excess Balance from the 2003 Transfer to Debt Service Fund 216	19,864
Total	$49,418

Staff is requesting $8,000 be appropriated to fund the purchase of a divider wall system for the Activity Center. The funds were raised through the Senior Services donations and special event revenues. The Des Moines Activity Center hosted a "Raise the Sail" divider wall donation campaign beginning in March 2003 and raised $6,320 from private donations. And, the Way Off Broadway Revue sponsored by the Senior Center raised the additional $1,680 funds in May 2003. It is recommended that the City Council approve the transfer from the General Fund of the Senior Services Donations in the amount of $6,320 and Special Events revenues in the amount of $1,680 to the Municipal Capital Improvements Fund for the purchase of the divider wall system for the Des Moines Activity Center.

Discussion

The projects requested to be funded under this agenda item have been identified by Council and staff as priorities. Staff is requesting the remaining unreserved fund balance of $49,418 be appropriated for new projects. A new project listing under alternatives is provided to assist Council with options for spending the remaining unreserved fund balance of $49,418.

The following recaps the total budget amendment requested in Draft Ordinance No. 03-177:

Table 5: Budget Amendment Recap

Project	Funding Source	Appropriations
SJU Memorial Sports Park PH 1	Fund Balance IAC Grant Subtotal	$191,362 20,626 $211,988
Activity Center	Haunted House Legacy Foundation Fund Balance Subtotal	$168,437 34,000 81,930 $284,367
Activity Center Divider Wall System	Interfund Transfer	$8,000
New Projects	Fund Balance	49,418
Eden Upgrade 2003 Budget Reduction		($4,486)
1997 GO Bond Transfer Reduction		($19,864)
Total Appropriations		$529,423
Ending Fund Balance		12,111
Total Budget Amendment		$541,534

Alternatives

The City has many unmet needs and Council may decide to fund alternative projects with these available funds. The following new project listing is provided to assist Council with options for spending the remaining unreserved fund balance of $49,418.

Table 6: New Projects

New Projects	Priority	Funding Request
Drainage Work: Activity Center Parking Lot & SJU Memorial Park	1	$ 4,000
Activity Center Parking Lot Paving, ADA Walkways	2	48,493
Onsite Records Storage	3	44,229
Activity Center Rear Windows Safety Glass	4	2,000
Activity Center Fabric Entry Way Awning	5	4,500
Activity Center Security System	6	4,500

Recommendation

Staff recommends that Council approve Draft Ordinance No. 03-177. Staff recommends that Council approve funding for the drainage work and the Activity Center parking lot paving and ADA walkways. Staff is evaluating the cost elements for the Activity Center parking lot paving and ADA walkways and will provide Council with an affordable solution prior to the meeting.

Concurrence

The Parks, Recreation, and Senior Services Department and Finance Department concur with this action. The Finance and Economic Development Committee and the Municipal Facilities Committee have not reviewed this proposal.

City of Des Moines
MCI Fund 310
Revised 2003 Budget

	Funding Source	2003 Budget	2003 Revised Bgt	
Beginning Fund Balance		$188,204	$664,112	
Reserved Fund Balance:				
Park in Lieu		($320)	$42,188	
Haunted House		49,439	192,248	
Sports Park		0	0	
King Cty Open Space		32,469	32,469	
		81,588	266,905	
Unreserved Fund Balance		$106,616	$397,207	
Revenues:				
Interest Earnings		$15,000	$15,000	
REET		600,000	600,000	
Haunted House - 2003 (Estimate from Patrice)		25,000	14,000	
Haunted House - 2002 (Estimate from Patrice)		0	14,000	
Legacy Foundation (Billed June 2003)		0	34,000	
Park In Lieu Fees		70,000	70,000	
CDBG - Fieldhouse		115,585	115,585	
CDBG - Sr Land Acq		72,138	72,138	
Carryfwd fm 2002 - IAC SJU Memorial Park Balance		0	20,626	
Tsf in fm General Fund		283,343	283,343	
Tsf in fm General Fund - Senior Services Special Events & Donations		0	8,000	
Tsf in fm Facilities Repair Fd		80,000	80,000	
Total Revenues		$1,261,066	$1,326,692	
Expenditures:				
DM Beach Park Repairs	REET	$14,500	$14,500	
Field House Renovation	REET	44,505	44,505	
Field House Renovation	CDBG	115,585	115,585	
SJU Memorial Park Ph 1 - Community Ctr	MCI	0	71,108	
SJU Memorial Park Ph 1 - Community Ctr	MCI	0	65,880	
SJU Memorial Park Ph 1 - Community Ctr	MCI	0	1,500	$211,988
SJU Memorial Park Ph 1	MCI	0	52,874	
SJU Memorial Park Ph 1	IAC Grant	0	20,626	
SJU Memorial Park Ph 1-1B	REET	173,300	173,300	
SJU Memorial Park Ph 1-1B	PK in Lieu	60,000	60,000	
Activity Center	Legacy	0	34,000	
Activity Center	MCI	0	81,930	$284,367
Activity Center	Haunted Hs	0	168,437	
Activity Center - Room Divider System	Sr Donations	0	8,000	
Park n Rec Master Plan	REET	20,000	20,000	
Eden Upgrade	Gen Fd	137,339	137,339	
Eden Upgrade - Adj Bgt for add'l 2002 Expenditures	Gen Fd	0	(4,486)	
City Hall North Wing Remodel	Fac Repair	80,000	80,000	
1998 GO Bond Debt	REET	99,203	99,203	
1998 GO Bond Debt	CDBG	69,440	69,440	
1997 GO Bond Debt	Gen Fd	133,343	133,343	
1997 GO Bond Debt (Tsf-out to Fund 216 Reduced by Fund 317 Tsf to Fund 216 in 2002)		0	(19,864)	
Transfer to Arterial Street	MCI	0	59,588	
Transfer to Arterial Street	REET	375,000	315,412	
Total Expenditures		$1,322,215	$1,802,220	
Ending Fund Balance		$127,055	$188,584	$1,990,804
Fund Balance Reserves:				
Park in Lieu		$10,000	$52,188	
Haunted House		76,672	51,811	
CDBG Sr Land Acquisition		7,138	2,698	
Sports Park		0	0	
King County Open Space		32,469	32,469	
Total Fund Balance Reserves		$126,279	$139,166	
Unreserved Fund Balance		$776	$49,418	

Reconciliation of Beginning Unreserved Fund Balance:	$ 397,207
Carryfwd of Unreserved Fund Balance from 2001	(134,901)
Carryfwd of Unused Interest Earnings	(10,596)
Carryfwd of Unused Excess Reet from 2002	(66,920)
Carryfwd of Unused General Fund Transfer from 200;	(84,790)
Sports Park Reservation of Fund Bal in 2001	(100,000)
	$ -

Project Funding:	
REET	$666,920
MCI	332,880
CDBG	185,025
IAC Grant	20,626
Park in Lieu	60,000
Legacy Foundation	34,000
Haunted House	168,437
Tsf in fm Gen Fund	254,332
Tsf in fm Fac Repair Fund	80,000
	$1,802,220