

AGENDA

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

April 13, 2017 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

EXECUTIVE SESSION

COMMENTS FROM THE PUBLIC

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

Item 1: SOUND TRANSIT UPDATE

Page 1 Item 2: 2017 FINANCIAL UPDATE

CONSENT CALENDAR

Page 11 Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes from the February 16, 2017 City Council Regular Meeting and the March 2, 2017 City Council Study Session.

Page 19 Item 2: SURPLUS PROPERTY DISPOSITION

Motion 1 is to suspend rule 26(a) in order to enact Draft Ordinance No. 17-003 on first reading.

Motion 2 is to enact Draft Ordinance No. 17-003, establishing parameters for the City Manager to declare City property surplus, and for the sale of that surplus property.

Page 25 Item 3: 4CULTURE LANDMARKS CAPITAL GRANT ACCEPTANCE FOR SUN HOME LODGE RENOVATION PROJECT – FOUNDATION DESIGN

Motion is to accept the 4Culture Landmarks Capital Grant for the Des Moines Beach Park Sun Home Lodge Renovation Project in the amount of \$30,000.00 and authorize the City Manager to sign the Agreement substantially in the form as attached.

Page 49 Item 4: INTERLOCAL AGREEMENT WITH SOUTH KING COUNTY FIRE AND RESCUE FOR FUEL PURCHASING
Motion is to approve the Interlocal Agreement between the City of Des Moines and South King County Fire and Rescue for the District's purchase of fuel from the City at the City's cost, plus 22% administrative costs, and to direct the City Manager to sign the attached Interlocal Agreement substantially in the form as attached.

Page 55 Item 5: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers through April 5, 2017 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#149952-150121	\$ 813,165.94
Electronic Wire Transfers	#845-853	\$ 341,314.84
Payroll Checks	#18912-18917	\$ 4,883.82
Payroll Direct Deposit	#00110001-00110150	\$ 288,918.26
Payroll Checks	#18918-18920	\$ 3,269.03
Payroll Direct Deposit	#00140001-00140161	\$ 311,819.61
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$1,763,371.50

Page 57 Item 6: LANDSCAPE MAINTENANCE CONTRACT WITH NORTHWEST LANDSCAPE SERVICES (NLS) – ADDENDUM
Motion is to approve the Amendment to the Contract with Northwest Landscape Services for City Parks and Right-of-Way Services in the amount of \$50,522.26, bringing the total amount for 2017 to \$184,190.80; and authorize the City Manager to sign said Contract Amendment substantially in the form as submitted.

Page 75 Item 7: SEXUAL ASSAULT AWARENESS MONTH
Motion is to approve the Proclamation recognizing April as Sexual Assault Awareness Month.

PUBLIC HEARING

Page 79 Item 1: DES MOINES CREEK BUSINESS PARK PHASE IV: A PLANNED UNIT DEVELOPMENT IN PACIFIC RIDGE
Staff Presentation: Community Development Manager Denise Lathrop

OLD BUSINESS

Page 133 Item 1: DRAFT ORDINANCE NO. 17-029 RELATED TO GAMBLING TAXES
Staff Presentation: City Attorney Tim George

Page 141 Item 2: WASSON PROPERTY – CONTINUED DISCUSSION
Staff Presentation: Chief Operations Officer Dan Brewer

NEW BUSINESS

Page 187 Item 1: ADDITIONS/CHANGES TO SPECIAL REVENUE FUNDS
Staff Presentation: Finance Director Donyele Mason

Page 195 Item 2: CONSTRUCTION CONTRACT AWARD AND CONSULTING AGREEMENT FOR CONSTRUCTION ADMINISTRATION AND INSPECTIONS SERVICES
Staff Presentation: Surface Water & Environment Engineering Manager Loren Reinhold

EXECUTIVE SESSION

Item 1 PERFORMANCE OF A PUBLIC EMPLOYEE UNDER RCW 42.30.110(1)(G) –
30 MINUTES

NEXT MEETING DATE

April 27, 2017 City Council Regular Meeting

ADJOURNMENT

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GENERAL FUND 001

	2017 BUDGET			2017 Year to Date ACTUAL				
	ANNUAL 12 MONTHS			MARCH				
	REVENUES	EXPENDITURES	NET	REVENUES	%*	EXPENDITURES	%*	NET
BEGINNING FUND BALANCE			2,933,039					2,933,039
<u>Unrestricted Revenues</u>								
Unrestricted Taxes	11,308,764		11,308,764	2,267,151	20%			
One Time Sales/B&O Taxes			-	199,419				
Unrestricted Franchise Fees	1,008,000		1,008,000	305,770	30%			
State/City Assistance	90,000		90,000	24,188	27%			
Miscellaneous	39,900		39,900	5,992	15%			
Transfer In	100,000		100,000					
Total Unrestricted Revenues	<u>12,546,664</u>		<u>12,546,664</u>	<u>2,802,520</u>	<u>22%</u>			<u>2,802,520</u>
<u>Policy & Support Services</u>								
Support Services Chargebacks	2,448,816		2,448,816	595,481	24%			595,481
City Council		91,997	(91,997)			15,940	17%	(15,940)
City Manager		1,098,544	(1,098,544)			307,349	28%	(307,349)
Financial Services	55,956	1,001,170	(945,214)	2	0%	219,038	22%	(219,036)
Technology Services	794,995	794,995	-	208,556	26%	256,675	32%	(48,119)
Legal (Civil)		306,721	(306,721)			75,173	25%	(75,173)
Bldg & Facility Maint		319,280	(319,280)			88,955	28%	(88,955)
Total Policy & Support Services	<u>3,299,767</u>	<u>3,612,707</u>	<u>(312,940)</u>	<u>804,039</u>	<u>24%</u>	<u>963,130</u>	<u>27%</u>	<u>(70,136)</u>
<u>Public Safety Services</u>								
Restricted - Public Safety	2,504,022		2,504,022	906,008	36%			906,008
One Time Red Light Running			-	-				-
Court	125,162	1,149,954	(1,024,792)	21,289	17%	291,730	25%	(270,441)
Probation	94,000	172,116	(78,116)	36,085	38%	39,583	23%	(3,498)
Fire/Jail/Public Defenders	6,615	756,312	(749,697)	1,766	27%	157,985	21%	(156,219)
Legal (Prosecution, DV, etc.)	25,100	350,908	(325,808)	4,166	17%	81,453	23%	(77,287)
Police	220,550	10,252,915	(10,032,365)	39,975	18%	2,296,253	22%	(2,256,278)
Total Public Safety Services	<u>2,975,449</u>	<u>12,682,205</u>	<u>(9,706,756)</u>	<u>1,009,289</u>	<u>34%</u>	<u>2,867,004</u>	<u>23%</u>	<u>(1,857,715)</u>
<u>Community Services</u>								
Planning & Bldg (NonFee Based)		440,512	(440,512)			102,525	23%	(102,525)
Engineering (NonFee Based)		245,096	(245,096)			61,169	25%	(61,169)
Subtotal	<u>-</u>	<u>685,608</u>	<u>(685,608)</u>	<u>-</u>		<u>163,694</u>	<u>24%</u>	<u>(163,694)</u>
Park Maintenance	41,635	789,331	(747,696)	2,784	7%	178,695	23%	(175,911)
Parks & Community Relations	5,000	209,239	(204,239)	2,325	47%	45,681	22%	(43,356)
Arts Program	17,000	58,987	(41,987)	4,515	27%	4,621	8%	(106)
Senior & Human Services	125,480	463,644	(338,164)	33,022	26%	133,612	29%	(100,590)
Recreation Programs	1,082,189	1,129,801	(47,612)	226,284	21%	266,230	24%	(39,946)
Beach Park Rentals	297,348	566,953	(269,605)	42,833	14%	125,280	22%	(82,447)
Subtotal	<u>1,568,652</u>	<u>3,217,955</u>	<u>(1,649,303)</u>	<u>311,763</u>	<u>20%</u>	<u>754,119</u>	<u>23%</u>	<u>(442,356)</u>
Total Community Services	<u>1,568,652</u>	<u>3,903,563</u>	<u>(2,334,911)</u>	<u>311,763</u>	<u>20%</u>	<u>917,813</u>	<u>24%</u>	<u>(769,744)</u>
<u>Transfers Out</u>								
Capital & Debt		64,440	(64,440)				0%	-
One Time Sales/ B&O Tax			-			199,419		(199,419)
Total Transfers	<u>-</u>	<u>64,440</u>	<u>(64,440)</u>	<u>-</u>		<u>199,419</u>		<u>(199,419)</u>
TOTAL GENERAL FUND	<u>20,390,532</u>	<u>20,262,915</u>	<u>127,617</u>	<u>4,927,611</u>	<u>24%</u>	<u>4,947,366</u>	<u>24%</u>	<u>(94,494)</u>
ENDING FUND BALANCE			<u>3,060,656</u>					<u>2,838,545</u>
<i>*March is month 3 of 12 = 25%</i>								
<i>2 month expenditures target min Ending Fund Balance</i>								
			<u>3,377,828</u>					

SPECIAL REVENUE FUND 105 (DEVELOPMENT - FEE BASED)

	2017 BUDGET			2017 Year to Date ACTUAL				
	ANNUAL 12 MONTHS			MARCH				
	REVENUES	EXPENDITURES	NET	REVENUES**	%*	EXPENDITURES	%*	NET
BEGINNING FUND BALANCE			1,507,686					1,507,686
<u>Community Services (PBPW Fee Based)</u>								
Planning (Fee Based)	474,000	312,642	161,358	390,777	82%	97,730	31%	293,047
Recycle Grant	47,000	50,340	(3,340)	-		18,886	38%	(18,886)
Building & Permits (Fee Based)	926,975	836,592	90,383	114,657	12%	182,150	22%	(67,493)
Minor Home Repair Grant	25,000	25,084	(84)	-		3,073	12%	(3,073)
Engineering (Fee Based)	331,585	880,212	(548,627)		0%	220,535	25%	(220,535)
TOTAL PBPW Fee Based	<u>1,804,560</u>	<u>2,104,870</u>	<u>(300,310)</u>	<u>505,434</u>	<u>28%</u>	<u>522,374</u>	<u>25%</u>	<u>(16,940)</u>
ENDING FUND BALANCE			<u>1,207,376</u>					<u>1,490,746</u>

**March is month 3 of 12 = 25%*

***ACTUAL Revenues include "One-Time Development Revenues" when received. No "One-Time" in Revenue Budgets.*

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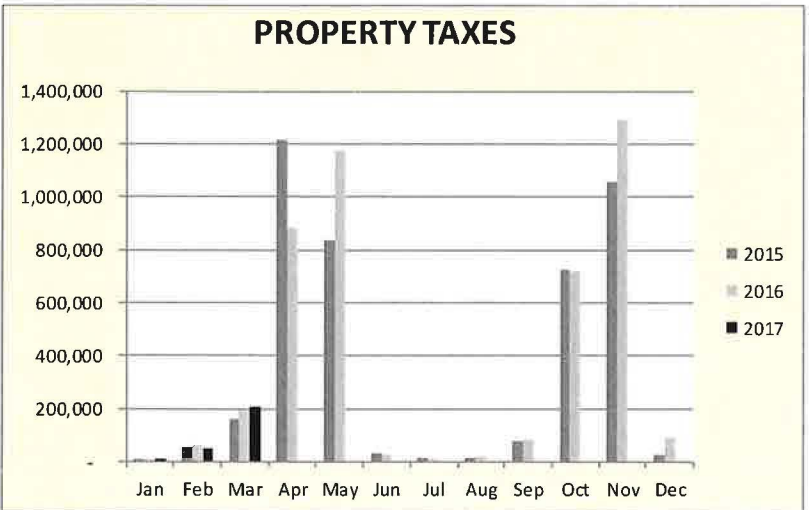
CITY COUNCIL MONTHLY FINANCIAL REPORT

2017 YTD Compared to 2016 YTD: **5,740** **2.2%**

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>PY YTD</u>
Jan	10,191	9,718	7,766	0.2%
Feb	52,372	62,078	55,462	1.6%
Mar	207,664	192,691	159,802	5.8%
Apr		884,255	1,214,531	25.2%
May		1,172,679	834,623	50.8%
June		24,323	34,134	51.4%
Jul		8,130	12,380	51.5%
Aug		19,914	15,762	52.0%
Sep		87,561	76,908	53.9%
Oct		721,023	723,002	69.7%
Nov		1,292,382	1,054,756	98.0%
Dec		92,696	29,206	100.0%

Totals 270,227 4,567,450 4,218,332

2017 YTD Compared to Annual Budget: **4,572,060** **5.9%**



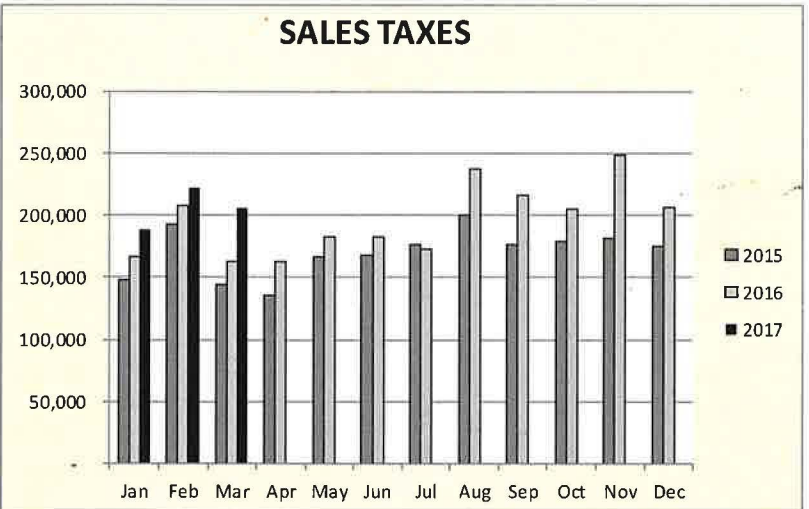
2017 YTD Compared to 2016 YTD: **80,637** **15.0%**

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>PY YTD</u>
Jan	188,813	166,482	148,542	7.1%
Feb	222,214	207,580	192,640	15.9%
Mar	206,184	162,512	144,525	22.8%
Apr		162,783	135,180	29.7%
May		183,308	166,575	37.5%
Jun		182,542	167,671	45.3%
Jul		172,341	176,608	52.6%
Aug		236,926	200,510	62.7%
Sep		216,225	176,594	71.9%
Oct		205,441	178,690	80.7%
Nov		248,392	181,241	91.2%
Dec		206,295	174,869	100.0%

Totals 617,211 2,350,827 2,043,645

2017 YTD Compared to Annual Budget: **2,244,019** **27.5%**

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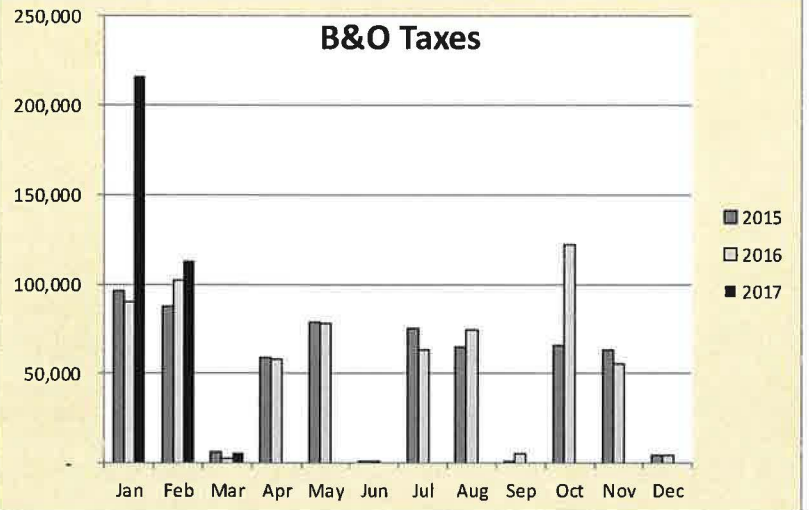


2017 YTD Compared to 2016 YTD: **139,726** **71.7%**

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>PY YTD</u>
Jan	216,324	89,942	95,787	13.7%
Feb	112,795	101,825	87,424	29.2%
Mar	5,480	3,106	6,095	29.6%
Apr		58,292	58,723	38.5%
May		78,035	78,674	50.3%
Jun		1,262	745	50.5%
Jul		63,661	75,441	60.2%
Aug		74,863	64,797	71.6%
Sep		5,211	1,192	72.4%
Oct		122,095	66,238	91.0%
Nov		55,292	63,614	99.4%
Dec		4,217	4,699	100.0%

Totals 334,599 657,801 603,429

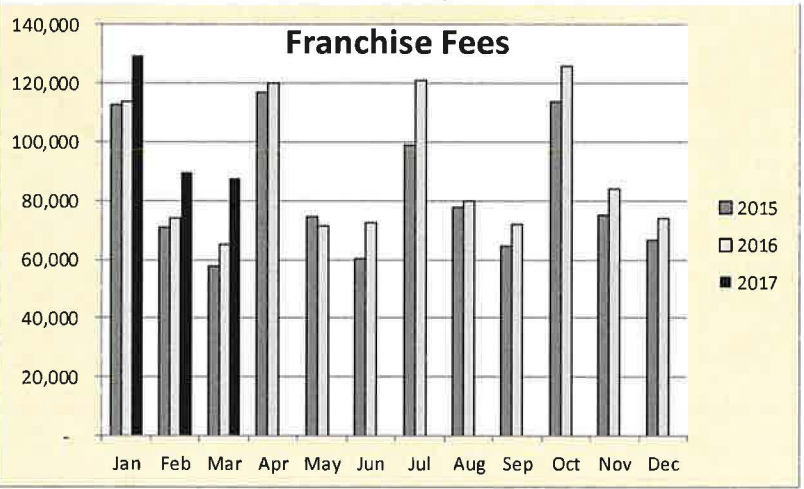
2017 YTD Compared to Annual Budget: **660,000** **50.7%**



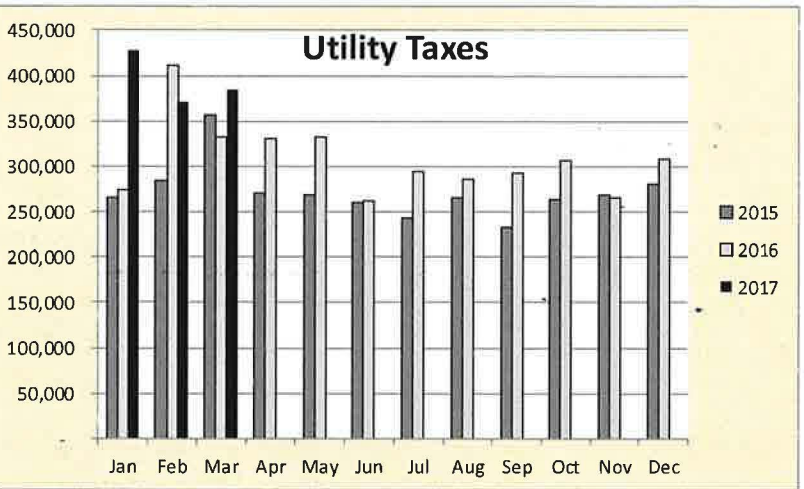
- All revenues sources shown above go to the General Fund.

- The Tax revenue shown in the above graphs EXCLUDE ONE-TIME REVENUES for all years.

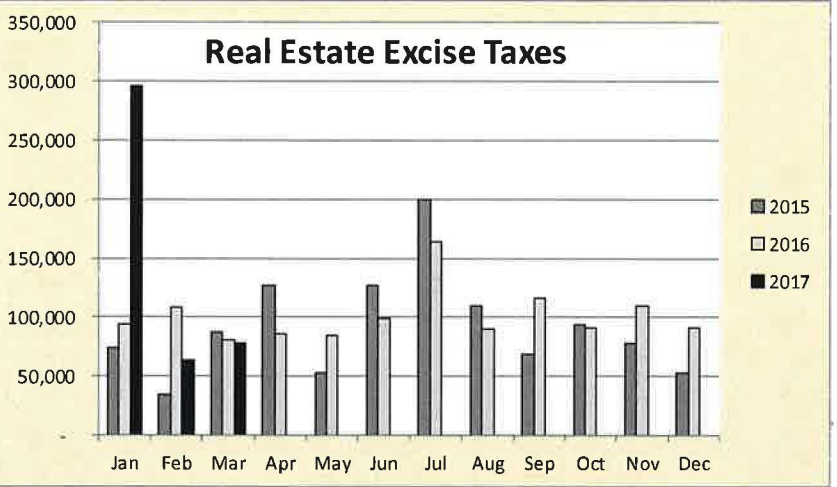
2017 YTD Compared to 2016 YTD:		53,487	21.2%	
	2017	2016	2015	PY YTD
Jan	129,401	113,463	112,750	10.6%
Feb	89,405	73,834	71,075	17.4%
Mar	87,325	65,347	57,924	23.5%
Apr		120,207	116,879	34.7%
May		71,583	74,423	41.4%
Jun		72,626	60,470	48.1%
Jul		121,248	99,070	59.4%
Aug		79,804	77,663	66.8%
Sep		72,099	64,435	73.5%
Oct		126,141	113,761	85.3%
Nov		84,251	74,997	93.1%
Dec		73,899	66,607	100.0%
Totals	306,131	1,074,502	990,053	
2017 YTD Compared to Annual Budget:		1,008,000	30.4%	



2017 YTD Compared to 2016 YTD:		166,351	16.4%	
	2017	2016	2015	PY YTD
Jan	427,689	273,337	264,911	7.4%
Feb	370,568	410,967	284,340	18.5%
Mar	384,437	332,039	357,130	27.5%
Apr		329,815	270,479	36.4%
May		333,168	269,809	45.4%
Jun		262,684	260,950	52.6%
Jul		293,988	243,353	60.5%
Aug		286,311	265,630	68.3%
Sep		292,324	233,833	76.2%
Oct		306,464	263,509	84.5%
Nov		266,326	269,275	91.7%
Dec		308,003	281,830	100.0%
Totals	1,182,694	3,695,425	3,265,049	
2017 YTD Compared to Annual Budget:		3,653,155	32.4%	



2017 YTD Compared to Annual Budget:		155,207	54.7%	
	2017	2016	2015	PY YTD
Jan	296,469	93,909	74,382	7.7%
Feb	64,190	109,153	33,884	16.7%
Mar	78,233	80,623	88,020	23.3%
Apr		86,005	127,450	30.4%
May		84,072	53,190	37.3%
Jun		99,166	127,038	45.5%
Jul		163,905	199,170	59.0%
Aug		90,084	110,322	66.4%
Sep		116,119	68,647	75.9%
Oct		91,603	93,478	83.4%
Nov		109,682	78,694	92.5%
Dec		91,594	53,220	100.0%
Totals	438,892	1,215,915	1,107,495	
2017 YTD Compared to Annual Budget:		800,000	54.9%	



- Real Estate Excise Taxes go to the Construction Fund and not the General Fund. All other revenues sources shown above go to the General Fund.

- The Tax revenue shown in the above graphs EXCLUDE ONE-TIME REVENUES for all years.

SPECIAL REVENUE FUNDS MONTHLY REPORT
MARCH

	2017 Budget Annual	2017 Actual Year to Date	%	2016 Actual Annual	2016 Actual Year to Date	%
STREETS						
Begin Fund Balance	463,665	563,269		273,872	273,872	
Revenues	1,636,400	359,901	22%	1,650,427	317,420	19%
Expenditures	1,718,016	335,597	20%	1,361,030	295,884	22%
Net Activity	(81,616)	24,304		289,397	21,536	
Ending Fund Balance	382,049	587,573		563,269	295,408	
ARTERIAL PAVEMENT						
Begin Fund Balance	156,015	212,146		-	-	
Revenues	1,025,147	319,924	31%	212,146		
Expenditures	106,085	17,925	17%	-		
Net Activity	919,062	301,999		212,146	-	
Ending Fund Balance	1,075,077	514,145		212,146	-	
DEVELOPMENT SERVICES (FEE BASED)						
Begin Fund Balance	1,507,685	1,507,685				
Revenues	1,804,560	505,434	28%			
Expenditures	2,104,870	522,374	25%			
Net Activity	(300,310)	(16,940)		-	-	
Ending Fund Balance	1,207,375	1,490,745		-	-	
POLICE DRUG SEIZURE						
Begin Fund Balance	4,851	10,376		10,342	10,342	
Revenues	500	11	2%	34	9	26%
Expenditures	3,500	-	0%	-		
Net Activity	(3,000)	11		34	9	
Ending Fund Balance	1,851	10,387		10,376	10,351	
HOTEL/MOTEL TAX						
Begin Fund Balance	19,239	17,375		9,593	9,593	
Revenues	114,000	17,845	16%	103,113	5,536	5%
Expenditures	114,000	12,119	11%	95,331	2,210	2%
Net Activity	-	5,726		7,782	3,326	
Ending Fund Balance	19,239	23,101		17,375	12,919	
REDONDO ZONE						
Begin Fund Balance	10,858	18,754		22,064	22,064	
Revenues	109,645	5,398	5%	70,733	3,949	6%
Expenditures	113,855	19,236	17%	74,043	16,043	22%
Net Activity	(4,210)	(13,838)		(3,310)	(12,094)	
Ending Fund Balance	6,648	4,916		18,754	9,970	

March is 3 months of 12

25%

SPECIAL REVENUE FUNDS MONTHLY REPORT (CONTINUED)

MARCH

	2017 Budget Annual	2017 Actual Year to Date	%	2016 Actual Annual	2016 Actual Year to Date	%
WATERFRONT ZONE						
Begin Fund Balance	-	-		-	-	
Revenues	300,000	-	0%	-	-	
Expenditures	258,790	9,695	4%	-	-	
Net Activity	41,210	(9,695)		-	-	
Ending Fund Balance	41,210	(9,695)		-	-	
AUTOMATION FEES						
Begin Fund Balance	68,871	96,179		22,985	22,985	
Revenues	100,000	40,076	40%	172,920	27,935	16%
Expenditures	93,880	23,668	25%	99,726	33,456	
Net Activity	6,120	16,408		73,194	(5,521)	
Ending Fund Balance	74,991	112,587		96,179	17,464	
ABATEMENT						
Begin Fund Balance	1,850	19,121		1,350	1,350	
Revenues	500	-	0%	25,000	-	0%
Expenditures	200	15,889		7,229	209	
Net Activity	300	(15,889)		17,771	(209)	
Ending Fund Balance	2,150	3,232		19,121	1,141	
(ASE) AUTOMATED SPEED ENFORCEMENT						
Begin Fund Balance	82,801	152,986		64,389	64,389	
Revenues	356,000	106,137	30%	383,763	102,915	27%
Expenditures	364,586	46,817	13%	295,166	48,275	16%
Net Activity	(8,586)	59,320		88,597	54,640	
Ending Fund Balance	74,215	212,306		152,986	119,029	
(TBD) TRANSPORTATION BENEFIT DISTRICT						
Begin Fund Balance	265,588	263,028		84,349	84,349	
Revenues	880,000	210,227	24%	882,268	115,646	13%
Expenditures	995,522	328,676	33%	703,589	103,447	15%
Net Activity	(115,522)	(118,449)		178,679	12,199	
Ending Fund Balance	150,066	144,579		263,028	96,548	
March is 3 months of 12			25%			

DEBT SERVICE FUNDS MONTHLY REPORT
MARCH

	2017 Budget <u>Annual</u>	2017 Actual <u>Year to Date</u>	%	2016 Actual <u>Annual</u>	2016 Actual <u>Year to Date</u>	%
201 REET 1 ELIGIBLE DEBT SERVICE						
Begin Fund Balance	12,692	13,196		14,900	14,900	
Revenues	140,639	35,160	25%	140,412	35,103	25%
Expenditures	143,145	1,717	1%	142,116	995	1%
Net Activity	<u>(2,506)</u>	<u>33,443</u>		<u>(1,704)</u>	<u>34,108</u>	
Ending Fund Balance	<u>10,186</u>	<u>46,639</u>		<u>13,196</u>	<u>49,008</u>	
202 REET 2 ELIGIBLE DEBT SERVICE						
Begin Fund Balance	21,245	21,254		21,245	21,245	
Revenues	265,261	64,779	24%	264,864	66,216	25%
Expenditures	263,373	2,608	1%	264,855	2,985	1%
Net Activity	<u>1,888</u>	<u>62,171</u>		<u>9</u>	<u>63,231</u>	
Ending Fund Balance	<u>23,133</u>	<u>83,425</u>		<u>21,254</u>	<u>84,476</u>	

Expenditure activity reflects monthly charge for General Fund Administrative Services. In prior years Debt Service funds were not assessed their related costs for General Fund Admin Services. Semi-annual interest payments are made in June and December each year. The principal payment is made once a year in December.

MARINA FUND 401 OPERATIONS MONTHLY REPORT

(Budget Basis/Working Capital Basis)

MARCH

	2017 Budget Annual	2017 Actual Year to Date	%	2016 Actual Annual	2016 Actual Year to Date	%
REVENUES						
Intergov't Grants				8,046		0%
Charges Goods & Services	105,037	43,305	41%	109,177	36,873	34%
Fuel Sales	1,103,986	66,471		829,454	66,553	
Fines & Forefitures	12,220	4,222	35%	17,039	4,448	26%
Moorage, Parking & Misc	2,876,716	694,464	24%	2,779,969	664,762	24%
Interfund Maint Services	70,000	-	0%	41,474	-	
TOTAL	4,167,959	808,462	19%	3,785,159	772,636	20%
<i>Fuel gallons sold</i>	<i>399,349</i>	<i>29,580</i>		<i>383,989</i>	<i>39,653</i>	
EXPENDITURES						
Salaries	671,098	132,748	20%	563,872	134,287	24%
Benefits	245,273	54,553	22%	215,452	57,293	27%
Supplies	159,073	41,184	26%	135,918	46,057	34%
Fuel Purchases	862,710	60,608		723,543	63,059	
Services	854,331	175,130	20%	896,016	211,830	24%
Capital Transfers	716,001			211,815		
Debt Transfers	820,515	205,892	25%	819,828	204,957	25%
TOTAL	4,329,001	670,115	15%	3,566,444	717,483	20%
REVENUES MORE THAN OR (LESS THAN) EXPENDITURES	(161,042)	138,347		218,715	55,153	
Ending Cash & Investments		1,457,783			1,192,343	
Min Reserves - 20%		722,600				
Avail to Xfer to Dock Replace		19,182				
<i>March is 3 month of 12</i>		<u>25.0%</u>				
<i>Fuel Profits (using COGS)</i>		<u>9,562</u>			<u>12,436</u>	

SWM FUND 450 OPERATIONS MONTHLY REPORT

(Budget Basis/Working Capital Basis)

MARCH

	2017 Budget Annual	2017 Actual Year to Date	%	2016 Actual Annual	2016 Actual Year to Date	%
REVENUES						
Charges Goods & Services	3,532,391	316,479	9%	2,756,227	316,687	11%
Interest & Miscellaneous	5,000	4,502	90%	14,439	1,534	11%
TOTAL	<u>3,537,391</u>	<u>320,981</u>	9%	<u>2,770,666</u>	<u>318,221</u>	11%

EXPENDITURES

Salaries	914,844	198,452	22%	761,468	206,579	27%
Benefits	421,390	83,901	20%	342,924	91,760	27%
Supplies	66,900	18,109	27%	39,127	9,974	25%
Services	1,400,723	330,436	24%	1,077,055	368,452	34%
Capital	-			27,698		0%
Capital Transfers	236,120			108,498		0%
TOTAL	<u>3,039,977</u>	<u>630,898</u>	21%	<u>2,356,770</u>	<u>676,765</u>	29%

REVENUES MORE THAN OR**(LESS THAN) EXPENDITURES** 497,414 (309,917) 413,896 (358,544)

Ending Cash & Investments		2,013,166			<u>1,199,663</u>	
Min Reserves - 20% Revenues		<u>707,478</u>				
Waiting for CIP Xfer to Fund 451		<u>1,305,688</u>				

March is 3 months of 12 25.0%

Charges for Goods & Services come through the King County property tax billing system so April/May and October/November are peak revenue months for this fund. This also means a higher fund balance is needed for cash flow purposes.

INTERNAL SERVICE FUNDS MONTHLY REPORT

(Budget Basis/Working Capital Basis)

MARCH

	2017 Budget Annual	2017 Actual Year to Date	%	2016 Actual Annual	2016 Actual Year to Date	%
EQUIPMENT RENTAL OPS						
Begin Fund Balance	354,851	359,614		239,158	239,158	
Revenues	516,486	124,532	24%	560,010	124,264	22%
Expenditures	497,739	107,056	22%	439,554	113,505	26%
Net Activity	18,747	17,476		120,456	10,759	
Ending Fund Balance	373,598	377,090		359,614	249,917	
EQUIPMENT RENTAL REPLACE						
Begin Fund Balance	1,676,754	1,836,167		1,619,784	1,619,784	
Revenues	922,690	229,764	25%	995,471	217,074	22%
Expenditures	815,810	226,315	28%	779,088	351,360	45%
Net Activity	106,880	3,449		216,383	(134,286)	
Ending Fund Balance	1,783,634	1,839,616		1,836,167	1,485,498	
FACILITY MAJOR REPAIRS						
Begin Fund Balance	37,731	90,776		92,511	92,511	
Revenues	164,020	27,376	17%	85,476	19,055	22%
Expenditures	53,000	-	0%	87,211	438	1%
Net Activity	111,020	27,376		(1,735)	18,617	
Ending Fund Balance	148,751	118,152		90,776	111,128	
COMPUTER REPLACEMENT						
Begin Fund Balance	598,481	550,419		271,177	271,177	
Revenues	429,555	107,979	25%	496,330	100,465	20%
Expenditures	475,630	27,539	6%	217,088	8,697	4%
Net Activity	(46,075)	80,440		279,242	91,768	
Ending Fund Balance	552,406	630,859		550,419	362,945	
SELF INSURANCE						
Begin Fund Balance	287,372	301,938		138,795	138,795	
Revenues	854,710	223,678	26%	824,678	207,409	25%
Expenditures	699,580	612,318	88%	661,535	562,522	85%
Net Activity	155,130	(388,640)		163,143	(355,113)	
Ending Fund Balance	442,502	(86,702)		301,938	(216,318)	
UNEMPLOY INSURANCE						
Begin Fund Balance	353,446	369,859		338,159	338,159	
Revenues	60,545	14,702	24%	58,584	14,053	24%
Expenditures	75,000	149	0%	26,884	-	0%
Net Activity	(14,455)	14,553		31,700	14,053	
Ending Fund Balance	338,991	384,412		369,859	352,212	

March is 3 months of 12

25%

8

MINUTES

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

February 16, 2017 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Pro Tem Pennington.

ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser, Jeremy Nutting, Robert K. Back and Dave Kaplan.

Councilmember Luisa Bangs was absent.

Direction/Action

Motion made by Councilmember Musser to excuse Councilmember Bangs; seconded by Councilmember Back.

The motion passed 6-0.

Staff present: Chief Operations Officer Dan Brewer; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Public Works Director Brandon Carver; Police Chief George Delgado; Harbormaster Joe Dusenbury; Assistant Harbormaster Scott Wilkins; Senior Services Manager Sue Padden; Parks, Recreation & Senior Services Director Patrice Thorell; Finance Director Dunyele Mason; Civil Engineer II Tommy Owen; City Clerk Bonnie Wilkins.

ADMINISTRATION REPORT

- SOUTH COUNTY PROPERTY TAX INCREASE
Baily Stober, King County Director of Communications and External Relations.
- Police Chief Delgado gave an update on the Immigration Customs Enforcement case, Daniel Ramirez Medina.
- Transportation Benefit District language on vehicle licensing renewal forms.
- Metro Pilot Project Update.
- Legislative Priorities; Marina DNR Lease.
- Acknowledged Public Works Staff on snow and ice removal.
- BARNES CREEK NATURE TRAILS-EAGLE SCOUT PROJECT
Public Works Director Carver gave an update on the project and introduced Eagle Scout Troup 307.
- Monthly Financial Report Updates.

CORRESPONDENCE

- Letter from David Fretz related to Great American Gambling Corporation.
- Hattie Steward related to tree removal and low flying aircraft.
- Alena Rogers Pacific Ridge related to code enforcement issues.

COMMENTS FROM THE PUBLIC

- David Fretz; Gambling tax rates.
- Jerry Berman; Business licenses.
- Mac McGlynn; Marina parking fees.
- Mt. Rainier High School ASB Officers; Mt. Rainier High School Activity updates.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Mayor Pro Tem Pennington

- No report.

Councilmember Kaplan

- State Route 509/Highway 167 Gateway Project:
 - Local contributions toward the project.
- Public Safety & Transportation Committee meeting:
 - Sound Transit.
 - Police operations.
- American's with Disabilities Act meeting:
 - Structural and service changes.
- Destination Des Moines Social Event.
- Kick-off Breakfast for Adriana Senior Housing Project.
- Topping Beam Ceremony as part of the FAA project.
- Police Department's Citizen Advisory Committee:
 - Toured Washington State Criminal Justice Training Center.
- South County Area Transportation Board meeting.

Councilmember Back

- Association of Washington Cities "City Action Days" in Olympia.
 - Homelessness Housing and Human Services workshop.
 - Met with Legislative Advocate Conner Edwards.
- Toured Washington State Criminal Justice Training Center.
- Sound Cities Association Public Issues Committee meeting:
 - Puget Sound Regional Council.
- SCORE Board meeting:
 - 2016 year end.

Councilmember Nutting

- No report.

Councilmember Musser

- Municipal Facilities Committee meeting.
 - Urban Agriculture Program at Highline College
 - Sonju Gardens.
 - Bee keeping.
 - Updates and clarification of park codes.
- Waterland Wine and Art Walk.
- Destination Des Moines recognized by Seattle Southside Chamber of Commerce as Outstanding Community Award Winner.
- Sheraton Four Point's one year anniversary.

PRESIDING OFFICER'S REPORT

- Bill Linscott, Marina Stakeholder Meeting and Marina Parking.
- Flight Corridor Safety Program.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through February 8, 2017 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#149324-149587	\$1,900,798.17
Electronic Wire Transfers	#816-829	\$ 519,728.75
Payroll Checks	#18894-18901	\$ 6,187.25
Payroll Direct Deposit	#00030001-00030162	\$ 292,918.12
Payroll Checks	#18902-18906	\$ 4,446.94
Payroll Direct Deposit	#00050001-00050173	\$ 303,731.59
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$3,027,810.82

Item 2: APPROVAL OF MINUTES

Motion is to approve the minutes from the January 5, January 12 and January 19, 2017 Regular City Council meetings and the minutes from the February 2, 2017 Council Study Session.

Item 3: ANNUAL MULTI CITY HUMAN SERVICES FUNDING PROGRAM

Motion is to approve Exhibit A for the 2017 Des Moines' planning, funding and implementation of a joint human services application and funding program as provided in the 2003 Memorandum of Understanding for the Joint Human Services Funding Program between the cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, SeaTac and Tukwila, substantially in the form as submitted.

Item 4: MAYORAL APPOINTMENT TO THE HUMAN SERVICES ADVISORY COMMITTEE

Motion is to confirm the Mayoral appointment of Ms. Kristy Dunn to one two year term on the Human Services Advisory committee, effective immediately and expiring on December 31, 2018.

- Item 5: CITY OF DES MOINES BRIDGE INSPECTION AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Motion is to approve the Bridge Inspection Agreement (GCB 2511) with the Washington State Department of Transportation to provide citywide bridge inspection services, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.
- Item 6: CITY OF DES MOINES BRIDGE MAINTENANCE AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Motion is to approve the Maintenance Agreement (JC8530) with the Washington State Department of Transportation to provide bridge joint repair construction services for the South Twin Bridge, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.
- Item 7: MARINA PAY PARKING
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 16-165 on first reading.

Motion 2 is to enact Draft Ordinance No. 16-165, amending chapter 15.12 DMMC establishing the City Manager's authority to set parking rates in the Marina, defining prohibiting acts, and updating the Marina parking code to allow for pay parking.
- Item 8: BARNES CREEK TRAIL 2016-2017 ON-CALL GENERAL ENGINEERING SERVICES, KPG INC. 85% DESIGN AND NEPA PERMITTING TASK ASSIGNMENT
Motion is to approve 2016-2017 On-Call General Engineering Services Task Assignment 2016-05 with KPG Inc. to provide engineering and permitting services for the Barnes Creek Trail project in the amount of \$298,525.41, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.
- Item 9: COMPENSATION FOR NON-REPRESENTED EMPLOYEES
Motion is to adopt Draft Resolution No. 17-004 regarding compensation for non-represented employees, providing holiday pay provisions effective January 1, 2016, and a one percent cost of living adjustment effective January 1, 2017.
- Item 10: CONSULTANT SERVICES CONTRACT ADDENDUM #2 WITH THE LA STUDIO LLC FOR DESIGN SERVICES FOR PARKSIDE PARK RENOVATION
Motion is to approve the Consultant Services Contract Addendum #2 with The LA Studio LLC for design services for Parkside Park Renovation in the amount of \$10,000.00 bringing the contract total to a new not to exceed amount of \$59,235.00, and additionally authorize the City Manager to sign the Consultant Services Contract Addendum substantially in the form as submitted.

- Item 11: 24TH AVENUE SOUTH SIDEWALK IMPROVEMENTS, S 224TH STREET TO S 227TH PLACE, 2016-2017 ON-CALL GENERAL ENGINEERING SERVICES, PARAMETRIX, INC. PRELIMINARY ENGINEERING TASK ASSIGNMENT
Motion is to approve 2016-2017 On-Call General Engineering Services Task Assignment 2016-04.01 with Parametrix, Inc. to provide engineering and permitting services for the 24th Avenue South Sidewalk Improvements, S 224th Street to S 227th Place, in the amount of \$83,844.38, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

Action/Direction

Motion made by Councilmember Musser to approve the Consent Agenda; seconded by Councilmember Kaplan.
The motion passed 6-0.

Mayor Pina read Draft Ordinance No. 16-165 into the record.

NEW BUSINESS

- Item 1: CITY COUNCIL RULES OF PROCEDURE UPDATES
Staff Presentation: City Attorney Tim George

City Attorney George gave a brief power point presentation to Council.

Direction/Action

Motion made by Councilmember Kaplan to place Draft Resolution No. 16-209, adopting the proposed amendments to the *Des Moines City Council Rules of Procedure*, on the next available Consent Calendar for a second reading and approval; seconded by Councilmember Nutting.
The motion passed 6-0.

- Item 2: SOUTH 223RD STREET – PAVEMENT REHABILITATION PROJECT
CONSULTANT SERVICES CONTRACT
Staff Presentation: Transportation & Engineering Services Manager
Andrew Merges

Public Works Director Carver gave a power point presentation to Council.

Direction/Action

Motion made by Councilmember Kaplan to approve the consultant Services Contract with KPG, Inc. to provide engineering services for the South 223rd Street – Pavement Rehabilitation Project in the amount of \$99,834.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted; seconded by Mayor Pro Tem Pennington.
The motion passed 6-0.

NEXT MEETING

March 2, 2017 City Council Study Session.

ADJOURNMENT**Direction/Action**

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

The meeting was adjourned at 8:52 p.m.

Respectfully Submitted,
Bonnie Wilkins, CMC
City Clerk

MINUTES

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

March 2, 2017 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Kaplan.

ROLL CALL

Council present: Mayor Matt Pina; Councilmembers Melissa Musser, Jeremy Nutting, Luisa Bangs, Robert K. Back and Dave Kaplan.

Mayor Pro Tem Pennington was absent.

Direction/Action

Motion made by Councilmember Musser to excuse Mayor Pro Tem Pennington; seconded by Councilmember Kaplan.

The motion passed 6-0.

Staff present:

City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Municipal Court Judge Lisa Leone; Court Administrator Jennefer Johnson; Harbormaster Joe Dusenbury; Assistant Harbormaster Scott Wilkins; Police Chief George Delgado; Project Manager Scott Romano; Public Works Director Brandon Carver; Assistant City Attorney Matt Hutchins; Parks, Recreation & Senior Services Director Patrice Thorell; Community Development Manager Denise Lathrop; Finance Director Dunyele Mason; City Clerk Bonnie Wilkins.

COMMENTS FROM THE PUBLIC

- Rick Johnson, Des Moines; Wasson House.

DISCUSSION ITEMS

With Council's indulgence, Mayor Pina took Discussion Items in the following order:

Item 2: **COURT STAFFING**

Chief Operations Officer Brewer gave a brief presentation to Council.

Direction/Action

Motion made by Councilmember Musser to Direct Administration to move forward with hiring a limited term full time Court Clerk, and further direct Administration to bring forward a 2017 budget amendment reflecting the additional expenditure authority; seconded by Councilmember Bangs.

The motion passed 6-0.

Item 4: STATE ROUTE 509 LOCAL MATCH

Councilmember Kaplan gave an overview and update to Council on the State Route 509 Gateway project and the Regional Transportation Plan.

Item 1: CITY HALL EMERGENCY GENERATOR PROJECT

Chief Operations Officer Brewer gave a brief update on the project.

Direction/Action

Motion made by Councilmember Kaplan to direct staff to proceed with design services for an optional standby generator that will serve the Engineering Services Building and Public Works Shop based upon Option C in the Staff memo shared with the Municipal Facilities Committee on January 18, 2017; seconded by Councilmember Bangs.

The motion passed 6-0.

Item 3: EMERGING ISSUES

City Manager Matthias updated Council on Legislative updates:

- Ultra-Fine Particle Analysis.
- DNR Lease in the Senate.
- SB-5827 Restriction for the use of the Hotel and Lodging Tax.

Item 5: WASSON PROPERTY

City Manager Matthias, Chief Operations Officer Brewer and Community Development Manager Lathrop gave a power point presentation to Council.

At 8:53 p.m. Council took a break and the Study Session resumed at 9:00 p.m.

NEXT MEETING DATE

March 23, 2017 City Council Regular Meeting

ADJOURNMENT**Direction/Action**

Motion made by Councilmember Kaplan to adjourn; seconded by Councilmember Bangs.

The motion passed 6-0.

The meeting was adjourned at 9:20 p.m.

Respectfully Submitted,
Bonnie Wilkins, CMC
City Clerk

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Surplus Property Disposition

FOR AGENDA OF: April 13, 2017

DEPT. OF ORIGIN: Legal

ATTACHMENTS:

DATE SUBMITTED: April 5, 2017

- 1. Draft Ordinance No. 17-003

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- Legal *JG*
- Finance *DM*
- Courts _____
- Police _____

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

Purpose and Recommendation

The purpose of this agenda item is for City Council to consider Draft Ordinance No. 17-003 which establishes parameters for the City Manager to declare City property surplus to the City’s needs and to proceed with the sale of that property.

Suggested Motion

Motion 1: “I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 17-003 on first reading.”

Motion 2: “I move to enact Draft Ordinance No. 17-003, establishing parameters for the City Manager to declare City property surplus, and for the sale of that surplus property.”

Background

Surplus property is generally defined as property that is retained but is not currently being utilized. It may be out of date or no longer working. Surplus property can include real property (land) or personal property (vehicles, equipment, etc.).

Historically, City staff has sought City Council approval for all surplus of City property, ranging from unneeded land to old broken refrigeration equipment. Many times once surplus authority is received, the items will be thrown away or recycled as they have no commercial value.

Discussion

The purpose of this Draft Ordinance is to set a threshold amount where the City Council would like to retain the authorization authority for the surplus of property and at what threshold the Council is willing to delegate to the City Manager the authority to surplus property.

The following parameters are being proposed:

1. Real Property (Land): Require Council approval.
2. Personal Property over \$10,000 in value: Require Council approval.
3. Vehicles (any value): Require Council approval.
4. Utility Property (real or personal): Requires Council approval by state law.
5. Personal Property under \$10,000 (except vehicles or utility property): Delegate authority to City Manager to dispose of in most commercially viable method.

This Draft Ordinance was presented to the Finance and Economic Development Committee who recommended it for approval by the City Council.

Alternatives

1. Adopt as written
2. Adopt with different monetary thresholds.
3. Take no action. Continue to require all surplus requests to be approved by Council.

Financial Impact

Adopting this Draft Ordinance will reduce staff time spent preparing agenda items and City Council materials for the surplus of minor items. It will also reduce City Council time spent reviewing agenda items for surplus of minor items.

Recommendation

Approve the Draft Ordinance as written.

CITY ATTORNEY'S FIRST DRAFT 01/06/2017

DRAFT ORDINANCE NO. 17-003

AN ORDINANCE OF THE CITY OF DES MOINES, adding and codifying a new chapter to Title 3 DMMC entitled "*Sale of City property.*"

WHEREAS, the sale or disposition of City property practices are subject to state law and City policies, and

WHEREAS, the Des Moines Municipal Code has not been significantly updated to reflect modern commercial practices, and

WHEREAS, the proposed amendments to Title 3 DMMC are consistent with state law, and

WHEREAS, the proposed amendments to Title 3 DMMC will assist the City's continued efforts to improve the efficiency of its operations; now therefore,

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

Sec. 1. A new chapter is added to Title 3 DMMC to read as follows:

(1) **Sale or disposition of surplus property of \$10,000 value or less.** Approval of the City Council is given for the sale or disposition of any personal property with an estimated value of \$10,000 or less which has been certified for disposition by the City Manager or the City Manager's designee, such sale or disposition to be made by the City Manager or the City Manager's designee in accordance with established procedures and in the best interest of the City. This Section does not apply to the sale of real property, vehicles, or property acquired for utility purposes.

(2) **Methods of sale.** When City property with an estimated value of under \$10,000 is to be sold, the City Manager or the City Manager's designee's may, sell or dispose of the property in any legal, commercially reasonable manner in the best interests of the City, including but not limited to public auction, private sale, sealed bid, exchange of in-kind goods, recycle,

Ordinance No. ____
Page 2 of 3

scrap, or through a broker or agent. The City shall comply with any notice requirements imposed by law for the sale.

(3) **Sale or disposition of surplus property of \$10,000 value or more.** Any sale of surplus property valued \$10,000 or more shall be submitted to the City Council for approval.

(4) **Sale of City real property.** Any sale of real property shall be submitted to the City Council for approval.

(5) **Sale or disposition of vehicles.** Any sale or disposition of a City owned vehicle shall be submitted to the City Council for approval.

(6) **Sale or disposition of real or personal property or equipment originally acquired for public utility purposes.** Whenever the City shall determine that any lands, property or equipment originally acquired for public utility purposes is surplus to the City's needs and is not required for providing continued public utility service, then the City Council by resolution and after a public hearing may cause such lands, property or equipment to be sold, leased, or conveyed. Such resolution shall state the fair market value and such other terms and conditions for such disposition as the City Council deems to be in the best public interest.

Sec. 2. Codification. Section 1 of this Ordinance shall be codified as a new chapter in Title 3 DMMC entitled "*Sale of City property.*"

Sec. 3. Severability - Construction.

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

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

Ordinance No. ____
Page 3 of 3

Sec. 4. Effective date. This Ordinance shall take effect and be in full force thirty (30) days after its final passage by the Des Moines City Council in accordance to law.

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 2017 and signed in authentication thereof this ____ day of _____, 2017.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Effective Date: _____

Published: _____

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:
4Culture Landmarks Capital Grant acceptance for Sun Home Lodge Renovation Project – Foundation Design

- ATTACHMENTS:
- 1. 4Culture Agreement
 - 2. CIP Revenue Source Summary: 2017-2022
 - 3. Sun Home Lodge Renovation Project Sheet
 - 4. Sun Home Lodge Stabilization Cost Estimate

AGENDA OF: April 13, 2017
DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED: March 29, 2017

- CLEARANCES:
- Community Development N/A
 - Marina N/A
 - Parks, Recreation & Senior Services
 - Public Works N/A



CHIEF OPERATIONS OFFICER: DJB

- Legal JB
- Finance DM
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose

The purpose of this agenda item is to seek City Council acceptance of the 4Culture Landmarks Capital Grant (Attachment 1) in the amount of \$30,000 for the Des Moines Beach Park Sun Home Lodge Renovation Project – Foundation Design. These funds will be used to match a King County Saving Landmarks Grant that was received in 2015 in the amount of \$33,000 to pay for a portion of the Sun Home Lodge building renovation design and engineering as identified in the 2018 Capital Improvement Plan. Future outside funding will be sought for construction of a new foundation and utility connections that are necessary to stabilize and reuse this historic building. The following motion will appear on the consent calendar:

Suggested Motion

Motion: “I move to accept the 4Culture Landmarks Capital Grant for the Des Moines Beach Park Sun Home Lodge Renovation Project in the amount of \$30,000.00 and authorize the City Manager to sign the Agreement substantially in the form as attached.”

Background/Discussion

The Des Moines Beach Park Sun Home Lodge Rehabilitation Project has been programmed in successive six year Capital Improvement Plans (CIP) since 2005. The project is programmed in the current 2017-2022 CIP as a 2018 project to be funded with a combination of King County and State Heritage Grant funds (Attachment 2 and Attachment 3). The building benefits the Historic District because of its relationship with the Covenant Church Camp as the girl’s dormitory built in 1934 and its potential reuse as an auxiliary building to the Auditorium needed to provide additional restrooms, a catering kitchen and meeting rooms to enhance facility rentals. To date, work completed includes conceptual designs and upgraded water and sewer utilities brought to the building as part of the Auditorium Construction Project.

In 2015, the City received a King County Saving Landmarks Grant from 4Culture in the amount of \$33,000 for the Des Moines Beach Park Sun Home Lodge Renovation Project. The Saving Landmarks Program supports highly visible "bricks and mortar" projects that provide measureable impact in the community. This grant funding was generated through the County’s sale of \$20 million in bonds. This grant requires a 100% match. Per the city’s agreement with 4Culture, the project must be underway by February 2018 and completed by February 2019.

In 2016, the City applied for an additional 4Culture Landmarks Capital Grant for the Des Moines Beach Park Sun Home Lodge Renovation Project in the amount of \$30,000.00. This program also supports "bricks and mortar" projects that help preserve designated local landmarks all around King County. Staff was notified that the grant request was approved and has forwarded the agreement to the City Manager for signature. This grant has no grant match requirement and may be used to satisfy the City’s 100% match requirement to receive the above \$33,000 King County Saving Landmarks Grant.

The City may choose to contribute the additional \$3,000 to fill the gap between the two grant awards or the \$33,000 grant may be reduced by the \$3,000 difference between the two amounts. The combined grant funds will allow the City to proceed with the design, engineering, bid specifications and cost estimates for the foundation work on the Sun Home Lodge Rehabilitation Project so that it will be shovel ready when construction funds are available. The City will be reimbursed by 4Culture for the work completed.

4Culture would like to see the project completed within 18 months of the contract start date, however, the grant can be extended if there are extenuating circumstances – there is not a hard and fast “expiration” of these funds. Getting the Landmarks Capital Grant under contract will assure that the funds are readily available when the City needs them.

The acceptance of the Landmarks Capital Grant and the expenditure of funds provided by either of the two grants does not commit the City to any other future Sun Home Lodge Renovation Project phases.

Alternatives

To receive the total \$33,000 King County Saving Landmarks Grant award, the City would be required to contribute \$3,000 to the project. City Council could elect not to include \$3,000 City match funds in the 2018 CIP which would result in a reduction of \$3,000 in grant funding.

Financial Impact

Funding sources for this project will be realized through grants received for the project. A breakdown of funding consists of the following options:

Option 1)

\$30,000	4Culture Heritage Capital Grant 2016 (Awarded)
\$33,000	King County Saving Landmarks Capital Grant 2015 (Awarded)
\$ 3,000	City of Des Moines 2018 CIP
<hr/>	
\$66,000	TOTAL PROJECT FUNDING

Option 2)

\$30,000	4Culture Heritage Capital Grant 2016 (Awarded)
\$30,000	King County Saving Landmarks Capital Grant 2015 (Reduced Award)
\$ 0	City of Des Moines
<hr/>	
\$60,000	TOTAL PROJECT FUNDING

If the City does not provide \$3,000 in project match, the combined grant funding would be limited to \$60,000 that was identified in the Sun Home Lodge Stabilization Cost Estimate updated in 2015 (Attachment 4).

A project to design, lift the building, connect utilities and construct a new foundation, decking and exterior stairway and minor interior improvements is identified in the 2018 CIP to be funded by grants. The work proposed with the use of this grant is Foundation Design, Engineering and Specifications only- a portion of the bigger project. Construction of the foundation and utility connections and other building improvement phases would require additional outside funding from 4Culture Landmarks Capital and Washington Heritage Capital grants at a future date.

Recommendation

The Community Development, Public Works, Finance, Parks, Recreation and Senior Services, and Legal Departments recommend that Council approve the suggested motion.

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TEL 206.296.7580
TTY 711

101 PREFONTAINE PL S
SEATTLE WA 98104

WWW.4CULTURE.ORG

GRANT INFORMATION

CONTRACTOR INFORMATION

City of Des Moines
Patrice Thorell
Parks, Recreation and Senior Services Director
1000 S 220th Street
Des Moines, Washington 98198
(206) 870-6527

Your Contract #: 116688P
Landmarks Capital - 1904
Motion #: 2016-35

PROGRAM INFORMATION

Attached is your Contract with 4Culture for \$30,000.00 for the *Covenant Beach Sun Home Lodge Restoration Project*. The contract starts on 07/01/16 and remains open until the Public Benefit is fulfilled.

For questions, contact Dana Phelan at dana.phelan@4culture.org or (206) 263-1604.

SCOPE OF SERVICE

4Culture, the Cultural Development Authority of King County, will reimburse City of Des Moines for satisfactory completion of the services and requirements specified below, in an amount not to exceed **\$30,000**, for expenses associated with the rehabilitation of the Covenant Beach Sun Home Lodge as described in the proposal attached to this contract. Payment will be made available in the following manner:

One, two, or three invoices may be submitted for architectural services totaling up to \$30,000 for the development of schematic designs, construction documents and specifications, and bid documents.

Accompanying the 4Culture invoice(s) for these expenses shall be documentation that identifies vendors and details the work performed and dates the expenses were incurred. Such documentation shall include, but is not limited to, proofs of purchase, work orders or receipts for purchases. Expenses eligible for reimbursement may date back to July 1, 2016.

NOTE: ONLY CAPITAL COSTS are eligible for reimbursement under this contract. All funds must support facilities intended for 10 year use and valued as depreciable assets, not expensable as part of annual operations.

The following conditions apply:

Design Review

Contractor shall obtain all applicable Landmark design review approvals prior to obtaining a building permit or commencing construction.

Construction Signage

During the duration of grant-funded work, Contractor will prominently display signage as provided by 4Culture in a location visible from the public right-of-way.

Photo Documentation

Contractor is responsible for project photo-documentation. Final reimbursement will not be made without submittal of required images: at least nine (9) digital images) showing before, during, and after conditions. Photos shall be of publishable quality for use by 4Culture to promote the Landmarks Capital grant program, and shall have captions with credits, and permission to publish.

PUBLIC BENEFIT

Tax Parcel # 2009003390 and 2009002860

4Culture is providing public funds for the rehabilitation of the Covenant Beach Sun Home Lodge, a contributing building to the Des Moines Beach Park Historic District located at 22030 Cliff Avenue S., Des Moines WA 98198.

To ensure that the citizens of the region receive real economic value in consideration for said funding, City of Des Moines (the CONTRACTOR) and his/her assigns and heirs shall be obligated to provide substantial benefits to the public. The obligation to provide public benefit burdens and runs with the land.

Contractor agrees to provide the following public benefit for the duration of the useful life of the Landmark:

1. Contractor shall preserve and maintain the Covenant Beach Sun Home Lodge as a contributing building to the Des Moines Beach Park Historic District, as defined in Des Moines Municipal Code (DMMC) 18.215.050. All future restoration or rehabilitation work undertaken on the property must comply with DMMC 18.215.110. The provisions of King County Code 20.62.080 shall run in perpetuity with the property regardless of code status.

2. Contractor will pro-actively maintain in good condition the physical condition of the building or structure that is the subject of the Project, for a period of ten (10) years, commencing July 1, 2016, and concluding June 30, 2026. Contractor agrees to permit staff of 4Culture, with adequate notice, to visit the property to assess the maintenance of the building.
3. Contractor will provide written notice to 4Culture of any circumstances which prevent the Contractor from complying with this requirement.

CONTRACTOR INSTRUCTIONS

Please electronically sign this Contract within two weeks of receipt and return any required enclosures. You will not be able to make changes to this Contract. If there is an error in the document, or if you need to request changes in your Scope of Service or other items, please contact your Program Manager listed above.

1. **Services** – Please review the information, Scope of Service, and Public Benefit sections above carefully. These explain the services you are agreeing to provide in accordance with the application you submitted to 4Culture.
2. **Enclosures** – Please download and complete any required enclosures listed below and e-mail to 4Culture at attachments@4culture.org. Enclosures with private information (e.g. social security numbers on a W-9) may be mailed to 4Culture, 101 Prefontaine PI S, Seattle, WA 98104-2672.
 - a. Items to be returned **at the time you sign the contract**:
 - W-9
 - Certificate Of Liability Insurance (from your insurance company)
 - b. **At the time you are requesting payment**, you will need to provide appropriate documentation such as an interim invoice, final invoice, evaluation, or digital photos. Please review your specific grant program requirements 4Culture's website: [Manage Your Award](#).
3. **4Culture Logo** – For details of the requirements for acknowledging 4Culture support, please refer to Section I, E. and Section I, F. of the contract. The [4Culture logo](#) is available for download in PDF, EPS, and Jpeg formats.

Promote your 4Culture funded project using our [Media Kit](#). Find out what's required, what you can do, and how we can help.
4. **Signature** – Follow the link in the e-mail message - you will be walked through a few simple steps to read and sign the contract at DocuSign. A copy of the Contract will be e-mailed to you as a PDF after it has been signed by 4Culture's Executive Director.

CONTRACT FOR LANDMARKS CAPITAL CONSTRUCTION

THIS CONTRACT is entered into by THE CULTURAL DEVELOPMENT AUTHORITY OF KING COUNTY ("4CULTURE"), whose address is 101 Prefontaine PI S, Seattle, WA 98104-2672 and telephone number is (206) 296-7580, and the Contractor as named on the attached Grant Information Sheet. Contractor is an individual, nonprofit organization, or public agency in ownership of a designated landmark property, qualified to receive funds pursuant to King County Code Sections 2.48 and 4.42 and RCW 67.28.180 and as hereinafter may be amended. The 4Culture Board of Directors approved providing funds for this project in the motion referenced in the Grant Information sheet.

4Culture desires to provide funds with which the Contractor shall render certain services in connection with the stabilization, preservation, restoration, and/or rehabilitation of the Landmark indicated in the Grant Information sheet.

4Culture is organized pursuant to King County Ordinance 14482 and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: "[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

The legislative authority of 4Culture has found and declared that providing funds to Contractor to reimburse Project costs in consideration of services provided hereunder constitutes a public purpose with the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. SCOPE OF SERVICE

A. The Contractor shall provide services and comply with the requirements set forth hereinafter and in the Grant Information sheet Scope of Service and Public Benefit sections.

B. Funds awarded under this Agreement shall be used solely to reimburse the Contractor for expenses incurred expressly and solely in accordance with the Scope of Service. Any amendment or modification to the Scope of Service must be approved in writing by 4Culture. The work described in the Scope of Service shall hereinafter be referred to as the "Project".

C. In exchange for the receipt of public funds, the Contractor shall fulfill public benefit provisions specified in the Scope of Service. All such obligations shall be legally binding and enforceable for periods of time as set forth in the Public Benefit section of the Grant Information sheet.

D. Projects shall undergo all applicable local landmark design review procedures prior to obtaining a building permit or commencing construction, as specifically set forth in the Scope of Service. Any project involving an historic resource not locally designated but listed in the National Register of Historic Places must adhere to *The Secretary of the Interior's Standards for Treatment of Historic Properties*.

E. Contractor agrees to acknowledge **4Culture** support in any permanent signage for the Project, and all marketing and promotional materials, websites, brochures, press releases, advertisements, signage and other related materials during the period this contract is in force, either with the credit line "this project was supported, in part, by an award from 4Culture", and/or by the use of the **4Culture Logo**.

F. The Contractor agrees to notify **4Culture** whenever possible in advance of any public benefit Project activities, ground breaking events or dedications.

II. DURATION OF CONTRACT

This Agreement shall commence on the date listed in the Grant Information sheet and shall terminate upon completion of the Scope of Service and payment of the final invoice. This Agreement, however, may be terminated earlier as provided in Section IV hereof.

III. COMPENSATION AND METHOD OF PAYMENT

A. 4Culture shall reimburse the Contractor for its actual and authorized expenditures incurred in satisfactorily completing the Scope of Service and otherwise fulfilling all requirements specified in this contract in an aggregate amount not to exceed the award amount listed in the Grant Information sheet.

B. Contractor may apply to 4Culture for reimbursement upon completion of specified phases of the Scope of Service pursuant to the reimbursement schedule outlined in the Scope of Service.

C. All invoices for reimbursement for specific phases of the Project shall include documentation that identifies vendors, and details costs for labor and materials. Such documentation shall include, but may not be limited to, subcontractor invoices and receipts for purchases of materials.

D. Accompanying the final invoice for the Project, the Contractor shall also submit: at least nine digital images documenting before, during, and after conditions. Images shall be of publishable quality for use by 4Culture to publicize the Landmarks Capital grant program. Photos shall have credits, caption information, and permission to publish. Details about requirements for image submittal are contained in the "Manage Your Award" section of the 4Culture website under each grant program area.

E. All payments are subject to site inspection and approval by 4Culture.

F. If the Contractor fails to comply with any terms or conditions of this contract or to provide in any manner the work or services agreed to herein, 4Culture may withhold any payment to the Contractor until 4Culture is satisfied that corrective action, as specified by 4Culture, has been completed. This right is in addition to and not in lieu of 4Culture's right to terminate this contract as provided in Section IV, any other rights of 4Culture under this Agreement, and any other right or remedy available to 4Culture at law or in equity.

IV. TERMINATION OF AGREEMENT

A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of its covenants, agreements or stipulations of this Agreement, 4Culture may terminate this Agreement and withhold the remaining allocation. Prior to so terminating this Agreement, 4Culture shall submit written notice to the Contractor describing such default or violation. 4Culture shall not so terminate this Agreement if CDA determines that Contractor has, within twenty (20) days of the date of such notice, fully corrected such default or violation.

B. Reimbursement for services performed by the Contractor, and not otherwise paid for by 4Culture prior to the effective date of a termination under subsections B and C herein, shall be as 4Culture reasonably determines.

C. In the event of termination for cause, the Contractor shall, immediately upon 4Culture's request and in addition to any and all other remedies available to 4Culture in equity or at law, return to 4Culture immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by 4Culture, and all equipment, personal property and trade fixtures acquired as part of the Scope of Service.

V. MAINTENANCE OF RECORDS

A. The Contractor shall maintain accounts and records, including personnel, property, financial, insurance and programmatic records and other such records as may be deemed necessary by 4Culture to ensure proper accounting for all contract funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Agreement.

B. These records shall be maintained for a period of six (6) years after termination of this Agreement unless a longer retention period is required by law.

VI. AUDITS AND EVALUATIONS

A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by 4Culture and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof.

B. The Contractor shall provide right of access to its facilities, including by any subcontractor to 4Culture, the King County, state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. 4Culture will give advance notice to the Contractor in the case of fiscal audits to be conducted by 4Culture.

C. The Contractor agrees to cooperate with 4Culture in the evaluation of the Contractor's performance under this contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17 (Public Records Act).

VII. CONTRACT MODIFICATIONS

No modification or amendment of this Agreement shall be valid unless made in writing and signed by the parties hereto.

VIII. NO WAIVERS

4Culture's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

IX. FUTURE SUPPORT

4Culture makes no commitment to support the services contracted for herein nor guarantee regarding the success of the services and assumes no obligation for future support of the Project except as expressly set forth in this Agreement.

X. OWNERSHIP OF PROJECT/ CAPITAL FACILITIES

Contractor and 4Culture agree and acknowledge that the real property improved and the personal property and fixtures acquired as part of the Project are not owned by 4Culture and 4Culture does not expect to acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased under this Agreement. In addition, although Contractor will be reimbursed for certain of its expenditures as provided herein, the capital facilities constructed or improved hereunder are not being constructed at the cost of the state or a municipality and therefore are not "public works" within the meaning of RCW 39.04.10. Contractor shall not pledge or assign its rights to reimbursement hereunder to any third party for any reason, including, without limitation, to suppliers or subcontractors as security for Contractor's obligations to such third parties.

XI. HOLD HARMLESS AND INDEMNIFICATION

A. In providing services under this Agreement, the Contractor is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Agreement. Neither the Contractor nor its officers, agents or employees are employees of 4Culture for any purpose. The Contractor shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. The Contractor is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. The Contractor and its officers, agents, and employees shall make no claim of career service or civil service rights which may accrue to a 4Culture employee under state or local law. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees and/or others by reason of this Agreement. The Contractor shall protect, defend, indemnify and save harmless 4Culture and its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Agreement. The Contractor shall also defend, indemnify, and save harmless 4Culture, and its officers, agents, and employees, from and against any and all claims made by Contractor's employees arising from their employment with Contractor.

B. To the full extent provided by applicable law, the Contractor shall protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Contractor, its officers, employees, and/or agents, except to the extent resulting from 4Culture's sole negligence. If this Agreement is a "a covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate" within the meaning of RCW 4.24.225, the Contractor shall so protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents only to the extent of the Contractor's, its officers', employees', and/or agents' negligence. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For the purpose, the Contractor, by mutual negotiation, hereby waives, as respects 4Culture only, any immunity that would otherwise be available against such claims under the

Industrial Insurance provisions of Title 51 RCW. In the event 4Culture incurs any judgment, award and/or cost arising there from including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor. Claims shall include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

XII. INSURANCE REQUIREMENTS

A. Contractor shall procure and maintain for the duration of the construction period, at its sole cost and expense, Commercial General Liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractors. Each policy shall be written on an "Occurrence" basis.

B. Minimum Scope of Insurance shall be Insurance Services Office form number (CG 00 01 Ed. 11-88)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project.

C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to 4Culture and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Policies

a.) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

b.) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

c.) The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

a.) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this contract. No material change, or cancellation or nonrenewal of any policy required by this contract shall occur without thirty (30) days' prior written notice to 4Culture.

E. Acceptability of Insurers

Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Bests' surplus size VIII.

F. Verification of Coverage

4Culture, reserves the right to request that contractor submit the certificate(s) of insurance evidencing compliance with all requirements set forth above.

XIII. CONFLICT OF INTEREST

A. Chapter 42.23 RCW (Code Of Ethics For Municipal Officers--Contract Interests) is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of such Chapter shall be a material breach of contract.

B. In addition, Contractor represents, warrants and covenants that no officer, employee, or agent of 4Culture who exercises any functions or responsibilities in connection with the planning and implementation of the Scope of Service funded herein, has or shall have any beneficial interest, directly or indirectly, in this contract. The Contractor further represents, warrants and covenants neither it nor any other person beneficially interested in this Agreement has offered to give or given any such officer, employee, or agent of 4Culture, directly or indirectly, any compensation, gratuity or reward in connection with this Agreement. The Contractor shall take all appropriate steps to assure compliance with this provision.

XIV. NONDISCRIMINATION

A. During the performance of this Agreement, Contractor shall comply with state, federal and local legislation requiring nondiscrimination in employment and the provision of services to the public, including, but not limited to: Title VI of the Civil Rights Act of 1964; chapter 49.60 RCW (the Washington state law against discrimination); K.C.C. chapter 12.16 regarding discrimination and affirmative action in employment by contractors, subcontractors and vendors; K.C.C. chapter 12.17 prohibiting discrimination in contracting; K.C.C. chapter 12.18 requiring fair employment practices; K.C.C. chapter and 12.22 prohibiting discrimination in places of public accommodation.

B. The Contractor shall maintain, until 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Agreement. The Contractor shall make such documents available to 4Culture for inspection and copying upon request.

XV. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

XVI. ENTIRE CONTRACT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement.

XVII. ATTORNEYS' FEES; EXPENSES

Contractor agrees to pay upon demand all of 4Culture's costs and expenses, including attorneys' fees and 4Culture legal expenses, incurred in connection with the enforcement of this Agreement. 4Culture may pay someone else to help enforce this Agreement, and Contractor shall pay the costs and expenses of such enforcement. Costs and expenses include 4Culture's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post judgment collection services. Contractor also shall pay all court costs and such additional fees as may be directed by the court.

XVIII. SURVIVAL

The terms and conditions of Sections I.C, V, VI, VIII, XI, XIII, XIV, and XVIII shall survive the termination of this Agreement and shall be continuing obligations of the parties.

4CULTURE:

CONTRACTOR:

Enter Your Name
City Manager

**CITY OF DES MOINES
CIP REVENUE SOURCE SUMMARY: 2017-2022**

(Amounts in Thousands)

Page #	Project Name	Total Budget	Project to Date 12/31/15	Sched Year 2016	Plan Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2022
LOCAL GRANTS										
99	Barnes Creek Trail	44	44	-	-	-	-	-	-	-
97	Gateway - S 216th Segment 1A	30	7	23	-	-	-	-	-	-
53	Parkside Playground	36	11	25	-	-	-	-	-	-
149	Lower Massey Creek Channel Modification	396	-	396	-	-	-	-	-	-
63	DMBP Sun Home Lodge Rehab	45	-	-	-	45	-	-	-	-
157	1st Ave Pond Expansion	235	-	-	-	30	205	-	-	-
127	South 240th Street Improve - Seg 1	3,380	-	-	-	-	-	365	3,015	-
131	Kent-Des Moines Rd - Seg 2	3,600	-	-	-	-	-	-	635	2,965
	Total Local Grants	7,766	62	444	-	75	205	365	3,650	2,965
STATE GRANTS (Includes: TIB, RCO, CTED, etc.)										
101	Redondo Board Walk Replacement	1,808	143	1,665	-	-	-	-	-	-
97	Gateway - S 216th Segment 1A	3,692	-	3,692	-	-	-	-	-	-
51	BP Picnic Shelter/Restrooms	293	-	293	-	-	-	-	-	-
55	Parkside Soil Remediation	120	-	120	-	-	-	-	-	-
121	South 216th - Segment 3	3,009	-	-	135	426	2,448	-	-	-
117	S 200th St Safe Routes to School	645	-	-	50	595	-	-	-	-
115	S 223rd Walkway Improvements	161	-	-	15	146	-	-	-	-
61	Beach Park Promenade & Play Equip	380	-	-	-	-	380	-	-	-
119	Marine View Dr Roundabout	1,129	-	-	-	469	660	-	-	-
63	DMBP Sun Home Lodge Rehab	572	-	-	-	-	572	-	-	-
73	Redondo Floats	70	-	-	-	-	70	-	-	-
75	Redondo Fishing Pier Replace Decking	158	-	-	-	-	158	-	-	-
129	South 240th Street Improve - Seg 2	1,750	-	-	-	-	-	200	1,550	-
127	South 240th Street Improve - Seg 1	2,670	-	-	-	-	-	370	2,300	-
71	SJU Irrig and Landscape	60	-	-	-	-	-	-	-	60
81	Redondo Restroom & Plaza	200	-	-	-	-	-	-	-	200
131	Kent-Des Moines Rd - Seg 2	3,000	-	-	-	-	-	-	-	3,000
167	North Bulkhead	1,000	-	-	-	-	-	-	-	1,000
	Total State Grants	20,717	143	5,770	200	1,636	4,288	570	3,850	4,260
FEDERAL GRANTS (Includes: STP, FMSIB, etc.)										
95	24th Ave South Improvement	3,000	3,000	-	-	-	-	-	-	-
97	Gateway - S 216th Segment 1A	613	488	125	-	-	-	-	-	-
99	Barnes Creek Trail	3,624	274	102	-	-	-	1,949	1,299	-
101	Redondo Board Walk Replacement	2,387	285	2,102	-	-	-	-	-	-
91	SW Bridge Seismic Retrofit	3,884	3,839	45	-	-	-	-	-	-
53	Parkside Playground	395	-	395	-	-	-	-	-	-
103	South 268th Street Sidewalk	431	-	431	-	-	-	-	-	-
121	South 216th - Segment 3	921	-	-	-	-	921	-	-	-
	Total Federal Grants	15,255	7,886	3,200	-	-	921	1,949	1,299	-
PRIVATE CONTRIBUTIONS										
95	24th Ave South Improvement	823	823	-	-	-	-	-	-	-
97	Gateway - S 216th Segment 1A	115	-	115	-	-	-	-	-	-
103	South 268th Street Sidewalk	85	-	85	-	-	-	-	-	-
19	I- 5 Signage	60	-	-	60	-	-	-	-	-
35	Activity Center Exterior Paint	53	-	-	53	-	-	-	-	-
113	Downtown Alley Improvement	100	-	-	-	100	-	-	-	-
129	South 240th Street Improve - Seg 2	200	-	-	-	-	-	200	-	-
127	South 240th Street Improve - Seg 1	250	-	-	-	-	-	-	250	-
131	Kent-Des Moines Rd - Seg 2	250	-	-	-	-	-	-	-	250
	Total Private Contributions	1,936	823	200	113	100	-	200	250	250
DEBT PROCEEDS										
97	Gateway - S 216th Segment 1A	325	325	-	-	-	-	-	-	-
95	24th Ave South Improvement	330	330	-	-	-	-	-	-	-
	Total Debt Proceeds	655	655	-	-	-	-	-	-	-
TOTAL REVENUE SOURCES		86,015	17,669	15,406	3,373	5,022	11,997	6,166	14,734	11,518

DMBP Sun Home Lodge Rehab



**CITY OF DES MOINES
2017 -2022 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

DMBP Sun Home Lodge Rehab	310.056
----------------------------------	----------------

CIP Category: Park Facility Projects

Managing Department: Parks, Recr & Sr Services

<i>Summary Project Description:</i>
Rehabilitation of the Sun Home Lodge for its continued use as a recreation facility. Will include lifting the building, connecting new utilities (electrical, gas, phone, cable, water and sewer), constructing a new foundation, decking, exterior stairway and minor interior improvements. Additional interior building remodel work would be completed in future phases. This project relies on funding support from King County and Washington State. \$459K previously expended Picnic Shelter/Restroom funds will provide additional match for the project.

Justification/Benefits: King County has just announced that it will provide up to \$20M bonds for the rehabilitation of historic properties. These funds and past Beach Park expenditures could provide match for a Washington Heritage Capital Grant to lift and construct a new foundation for the Sun Home Lodge. The Sun Home Lodge is in desperate need of life and safety repairs for its continued use as a recreation facility. Funds available will not provide for major interior remodel work. The Des Moines Beach Park is listed on the State and National Historic Register.

<i>PROJECT SCOPE</i>	
<i>Expenditures</i>	<i>Total Budget</i>
Design	65
Land & Right of Way	485
Construction	-
Contingency	67
Total Expenditures	617

<i>ANNUAL ALLOCATION</i>								
<i>Project to Date</i>	<i>Scheduled Year</i>	<i>Plan Year</i>	<i>Plan Year</i>	<i>Plan Year</i>	<i>Plan Year</i>	<i>Plan Year</i>	<i>Plan Year</i>	<i>Plan Year</i>
<i>12/31/15</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2022</i>
			45	20				
				485				
				67				
-	-	-	45	572	-	-	-	-

<i>Funding Sources</i>	<i>Total Budget</i>
Local Grants (County, etc.)	45
State of Washington Grants (Unconfirmed)	572
Total Funding	617

<i>Project to Date</i>	<i>Scheduled Year</i>	<i>Plan Year</i>	<i>Plan Year</i>	<i>Plan Year</i>	<i>Plan Year</i>	<i>Plan Year</i>	<i>Plan Year</i>	<i>Plan Year</i>
<i>12/31/15</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2022</i>
			45					
				572				
-	-	-	45	572	-	-	-	-

<i>OPERATING IMPACT</i>	
<i>Operating Impact</i>	<i>6 Year Total</i>
Revenue	-
Expenses	-
Net Impact	-

<i>ANNUAL OPERATING IMPACT</i>							
	<i>2016</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

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**DAVID A. CLARK
ARCHITECTS, PLLC**

**Des Moines Beach Park
Sun Home Lodge Stabilization
Estimated Project Costs**

Created April 24, 2012
Revised

				Created	Revised	
2100	SELECTIVE DEMO					\$187,943
	Lift structure & install new foundation	1	LS	180,714.00	180,714.00	
	Prevailing wage add	4%		180,714.00	7,228.56	
2200	SITWORK					\$3,643
	Excav - slab	74	CY	35.00	2,592.59	
	Restore perimeter	30.0	CY	35.00	1,050.00	
2600	UTILITIES					\$4,590
	Sanitary sewer stub	15	LF	45.00	675.00	
	Water line connection	15	LF	21.00	315.00	
	Footing drain	195	LF	12.00	2,340.00	
	Roof drain	140	LF	9.00	1,260.00	
2900	LANDSCAPING					\$0
	Irrigation		LS	0.00	By City	
	Landscaping		LS	0.00	By City	
3300	CONCRETE					\$0
	Footings		CY	650.00	Included above	
	Concrete	-	SF	6.00	Included above	
	Concrete base	-	CY	35.00	Included above	
5120	STRUCTURAL STEEL					\$4,500
	Misc	1	LS	4,500.00	4,500.00	
6100	ROUGH CARPENTRY					\$47,221
	Floor repair	1,000	SF	6.64	6,640.00	
	Wall repair - dry rot	1	LS	5,000.00	5,000.00	
	North stair	16	R	202.00	3,232.00	
	Interior handrails	2	LS	650.00	1,300.00	
	Modify one Restroom	1	LS	5,000.00	5,000.00	
	Rebuild west deck	850	SF	22.00	18,700.00	
	ADA counter	10	SF	35.00	350.00	
	Misc framing	1	LS	1,200.00	1,200.00	
	Misc Hardware	41,422	LS	7%	2,899.54	
	Waste	41,422	LS	7%	2,899.54	

7300 ROOFING					\$3,180
Gutters	100	LF	15.00	1,500.00	
Downspouts	120	LF	14.00	1,680.00	
7400 SIDING					Phase II
Siding	-	Sf	9.60	0.00	
Flashing	-	Lf	4.50	0.00	
Misc	-	LS	750.00	0.00	
7900 CAULKING & SEALANTS					\$250
Caulking	1	LS	250.00	250.00	
9300 FLOORING					\$7,700
Carpet replacement (req'd for floor repair)	167	SY	30.00	5,000.00	
Restroom flooring replacement ADA	300	SF	9.00	2,700.00	
9900 PAINTING					\$0
Re-paint interior	-	LS	7,500.00	0.00	
Posts, Beams, braces	-	LS	400.00	0.00	
Trim	-	LS	400.00	0.00	
Ceilings & Soffits	-	SF	1,480.00	0.00	
Misc	-	LS	250.00	0.00	
10431 SIGNS					\$750
Address Sign	1	EA	500.00	500.00	
Interior Building Signs	1	EA	250.00	250.00	
10520 FIRE EXTINGUISHERS					\$0
FE on bracket	1	EA	355.10	By City	
10800 TOILET ACCESSORIES					\$1,200
New TA for ADA restroom	1	LS	1,200.00	1,200.00	
15400 PLUMBING					\$4,000
ADA restroom	1	LS	2,500.00	2,500.00	
Reconnect lines to new stub	1	EA	750.00	750.00	
Reconnect lnes to new supply	1	EA	750.00	750.00	
15500 HVAC					\$1,500
Start up and cleaning	1	LS	1,500.00	1,500.00	
16000 ELECTRICAL					\$40,000
Re-connect electrical	1	LS	2,500.00	2,500.00	
Fire Alarm system	1	LS	30,000.00	30,000.00	
Minimal upgrade as required	1	LS	7,500.00	7,500.00	

Sub Total				\$306,476	\$306,476
General Conditions	306,476	5%	15,324		
Contractor's Contingency	306,476	7%	21,453		
Overhead & Profit	343,253	15%	51,488		
				\$ 88,265	

Total Building Construction Costs.....					\$394,741
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Related (Soft) Costs

Permits (Estimate)	394,741	1.0%	\$ 3,947
A/E	394,741	13.9%	\$ 54,869
A/E Contingency	54,869	10.0%	\$ 5,487
WSST	394,741	9.5%	\$ 37,500
Advertising, Bidding Costs			\$ 500
Printing, Reimbursables			\$ 750
Utility connections			\$ -
LEED Design fee all not required			\$ -
Testing & Inspections			\$ 1,500
Survey			\$ -
Soils Engineering			\$ 5,000

Subtotal Soft Costs				\$ 109,554
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Total Project Costs					\$ 504,295
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Owner's Contingency		10.0%	\$ 394,741	\$ 39,474	\$ 39,474
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Other Costs not considered:

- Finance costs
- reserve amounts
- Storm water detention
- Utility connection costs

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interlocal Agreement with South King County Fire and Rescue for Fuel Purchasing

ATTACHMENTS:

1. Interlocal Agreement Between City of Des Moines and South King County Fire and Rescue - Purchase of Fuel

FOR AGENDA OF: April 13, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: April 5, 2017

CLEARANCES:

- Community Development
- Marina
- Parks, Recreation & Senior Services
- Public Works PBC

CHIEF OPERATIONS OFFICER: DJB

Legal TG

Finance DM

Courts

Police

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

Purpose and Recommendation

The purpose of this agenda item is for City Council to approve entering into an Interlocal Agreement with South King Fire and Rescue ("District") for the purchase of fuel from the City's Service Center fuel pumps.

Suggested Motion

Motion: "I move to approve the Interlocal Agreement between the City of Des Moines and South King County Fire and Rescue for the District's purchase of fuel from the City at the City's cost, plus 22% administrative costs, and to direct the City Manager to sign the attached Interlocal Agreement substantially in the form as attached."

Background

In the past, the District has purchased fuel in limited quantities from the City for District gas-operated vehicles. The District is now in the process of replacing its fleet of aid cars with all gas vehicles.

Discussion

The District currently does not have the infrastructure to support fueling gas vehicles at Station No. 67 (Des Moines station) 24 hours around the clock. Having gas pumps across the street at the City's Service Center would be a quick and convenient remedy for the District's fuel needs for the its gas vehicles. The term of this agreement is for 5 years.

Alternatives

To not approve the Interlocal Agreement with South King Fire and Rescue.

Financial Impact

The 22% administrative fee charged to the District will cover the City's costs.

Recommendation

It is recommended that the City Council approve the attached Interlocal Agreement with South King Fire and Rescue and direct the City Manager to sign the Agreement as approved.

**INTERLOCAL AGREEMENT
BETWEEN CITY OF DES MOINES AND SOUTH KING COUNTY FIRE AND RESCUE
PURCHASE OF FUEL**

March, 2017, between the City of Des Moines, a Washington municipal corporation hereinafter referred to as "City", and South King County Fire and Rescue, a Washington municipal corporation hereinafter referred to as "District." THIS INTERLOCAL AGREEMENT made and entered into this 28th day of

WHEREAS, the District wishes to establish an Interlocal Agreement with the City for the purpose of fueling District vehicles at the City's Service Center fuel pumps located at 2255 S. 223rd Street, Des Moines, WA 98198; now therefore,

The parties agree as follows:

Scope of Service:

1. The City agrees to provide twenty-four (24) hour access to use and purchase fuel from the City's fuel station to vehicles and employees assigned by the District.
2. The City will ensure each District vehicle and employee(s) will have an operating fuel and access card, hereinafter referred to as equipment, required to access said service.
3. The District agrees to reimburse the City for the cost of fuel used in addition to administrative costs of twenty two percent (22%).
4. The District agrees to notify the City a minimum of 5 days prior to an employee's or vehicle's separation from service with the District, when applicable. The equipment assigned to the employee will be obtained and returned via direct delivery or mail to the City at separation.

Billing and Payment:

1. The City will provide the District a monthly reconciliation report of fuel purchases per vehicle. The City shall invoice the District by the 15th of each month for fuel purchases.
2. The District shall remit payment to the City within thirty (30) days from the invoice date. Payment shall be mailed to City of Des Moines, 21630 11th Ave. S., Suite A, Des Moines, WA 98198.

Indemnification/Hold Harmless: The District shall indemnify, defend and hold harmless the City, its employees, officials and agents against any and all claims, injuries, damages, losses or suits including attorney fees, incurred in the defense thereof, for any injury to persons or property damage while performing the scope of service. The District 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 this Agreement.

Term: These services will be provided to the District effective _____, 2017 and shall remain in effect until _____, 2022.

Termination: This Agreement is subject to termination upon thirty (30) days of written notice by the City or the District. Termination of this Agreement by the City or District at any time during the term, whether for default or convenience, shall not constitute a breach of the Agreement by the City or District.

Modification: Either party may submit written requests for changes to the Agreement. Any and all agreed modifications shall be in writing, signed by each party, and affixed to this Agreement as an addendum.

Disputes: Differences between the City and the District arising out of this Agreement shall be brought to the attention of the City and District at the earliest possible time so that such matters may be addressed or other appropriate action promptly taken.

Governing Law: This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of State of Washington.

Notice: Except as set forth elsewhere in the Agreement, and for all purposes under this Agreement, except service of process, notice shall be given by the City to the District to the South King Fire and Rescue Fire Chief Al Church, South King Fire and Rescue, 31617-1 Ave So., Federal Way, Washington 98003. Notice may be given by delivery or U.S. Mail, first class, postage prepaid. Except as set forth elsewhere in the Agreement for all purposes under this Agreement, except services of process, notice shall be given by the District to the City to the Des Moines City Manager, 21630 11th Ave S., Suite A, Des Moines, WA 98198. Notice may be given by delivery or by U.S. Mail, first class, postage prepaid.

Non-waiver of Breach: Failure or delay of the Parties to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the Parties to declare one breach or default does not act as a waiver of the Parties' right to declare another breach or default.

No Agency/Joint Venture: Nothing herein is intended to nor shall create any agency, partnership or joint venture Agreement, arrangement or relationship between the City and the District.


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Complete Agreement: This Agreement contains all of the Agreements between the parties and supersedes any prior oral statements, discussion or understanding between parties. No oral modification of or amendment to this Agreement shall be effective; however, this Agreement may be modified or amended by written Agreement signed by all the parties to the Agreement.

IN WITNESS WHEREOF, the following parties authorize this Agreement based on the effective date of signature.

SOUTH KING FIRE AND RESCUE:

CITY OF DES MOINES

By 
Its FIRE CHIEF
By Direction of: BOARD OF COMMISSIONERS

By _____
Its City Manager
By Direction of the Des Moines City
Council in Open Public Meeting on
_____, 2017.

DATED: March 28, 2017

DATED: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

District Attorney

City Attorney

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CITY OF DES MOINES
Voucher Certification Approval

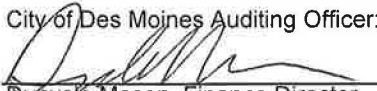
13-Apr-17

Auditing Officer Certification

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

As of April 13, 2017 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through April 5, 2017 included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer:


 Danyele Mason, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	149952 ✓	150121 ✓	813,165.94 ✓
Electronic Wire Transfers	845 ✓	853 ✓	341,314.84 ✓
Total claims paid			1,154,480.78
Payroll Vouchers			
Payroll Checks	18912 ✓	18917 ✓	4,883.82 ✓
Direct Deposit	00110001 -	00110150	288,918.26 ✓
Payroll Checks	18918 ✓	18920 ✓	3,269.03 ✓
Direct Deposit	00140001 -	00140161	311,819.61 ✓
Total Paychecks/Direct Deposits paid			608,890.72
Total checks and wires for A/P & Payroll			1,763,371.50

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Landscape Maintenance Contract with Northwest Landscape Services (NLS) - Addendum

FOR AGENDA OF: April 13, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: April 5, 2017

ATTACHMENTS:

1. Amendment/Addendum #1
2. 2016-2018 Parks and Right-of-Way Landscape Maintenance Contract w/o Exhibits
3. Change Order #1

CLEARANCES:

- Community Development _____
- Marina _____
- Parks, Recreation & Senior Services _____
- Public Works *JPC*

CHIEF OPERATIONS OFFICER: DJB

- Legal *JG*
- Finance *OM*
- Courts _____
- Police _____

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

Purpose and Recommendation:

The purpose of this agenda item is to approve a contract Amendment with Northwest Landscape Services (Attachment 1) for Parks and Public Works Landscape Maintenance Services. The Amendment will add the monthly maintenance of 18 Storm Water Detention Facilities for the 2017 calendar year. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: “I move to approve the Amendment to the Contract with Northwest Landscape Services for City Parks and Right-of-Way Services in the amount of \$50,522.26, bringing the total amount for 2017 to \$184,190.80; and authorize the City Manager to sign said Contract Amendment substantially in the form as submitted.

Background

In 2011, the City advertised for contracted limited landscape maintenance services. Northwest Landscape Services (NLS) was the successful low bidder for these services. On June 23, 2011, the Council approved the Contract for a period of 6 months and authorized Administration to extend the Contract for an additional 12 months through 2012 if NLS provided satisfactory performance. In-house Parks maintenance resources have been reduced over recent years and continues to be limited due to General Fund budget limitations.

Since the original contract award, the City Council extended the contract 3 times through 2015. At that time, staff felt it was in the best interest of the City to open up the contract to the competitive bid process. Northwest Landscape Services was the low bid and was awarded a 3 year contract from 2016 – 2018 (Attachment 2) which subsequently included Change Order #1 (Attachment 3) which reduced costs for 2016 to respond to overall budget concerns.

Discussion

The City's NPDES permit requires among other things, yearly inspection and possible repair work of 281 Facilities which include Ponds, Tanks, Vaults and Structures. The permit also requires the inspection of all 4800 Catch Basins by the end of August 2017 with the possible cleaning six months after the August deadline. SWM Maintenance staff has worked hard to complete over 2700 inspections leaving around 2000 left to perform this year.

Unfortunately, the SWM Maintenance Division has had 2 FTE vacancies for the better part of 2017 which has impacted the maintenance schedule. Staff is proposing to use contract services to perform the monthly pond maintenance for just 2017 in order to ensure the City will meet the NPDES permit requirements. Staff felt the pond maintenance item was one that could be contracted out so that trained SWM Maintenance personnel could focus their resources and efforts on the inspection and repairs of the SWM conveyance system and small pipe projects planned for 2017. An addendum to the existing Landscape Contract with NLS seemed an efficient and effective force multiplier.

Alternatives

Council could choose to not approve the Contract Amendment. SWM Maintenance staff would likely fall short of achieving the maintenance threshold requirements for the NPDES permit.

Financial Impact

The costs of these contracted services positions can be covered by the wage savings of the two vacant positions from January thru March for one position (3 months) and January thru mostly likely April for the second position (4 months). Total savings from these vacant positions would be around \$61,866 which exceeds the proposed contract addendum of \$50,522.26.

Recommendation

Staff recommends that the City Council approve the proposed motion.

Concurrence

The Legal, Finance, and Public Works Departments concur.



CONTRACT AMENDMENT/ADDENDUM FORM

**CONTRACT FOR PARKS AND RIGHT OF WAY LANDSCAPE MAINTENANCE
BETWEEN
THE CITY OF DES MOINES AND NORTHWEST LANDSCAPE SERVICES (NLS)**

THIS AMENDMENT/ADDENDUM #1 is entered into on this _____ day of _____, 2017, pursuant to that certain Contract entered into on the 28th day of January, 2016, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **NORTHWEST LANDSCAPE SERVICES (NLS)**, (hereinafter "Vendor"),.

The parties herein agree that the Contract dated January 28, 2016, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

1) **SECTION III** of Contract dated January 28, 2016, is hereby amended to read as follows:

The Vendor will perform annual storm pond maintenance (18 Ponds) per attached NLS addendum for 2017 in the amount of \$50,522.26 (inclusive of sales tax); bringing the total annual contract amount to \$184,190.80.

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

<p align="center">NORTHWEST LANDSCAPE SERVICES (NLS):</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p align="center">CITY OF DES MOINES:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Michael Matthias</u></p> <p>Its <u>City Manager</u> <i>(Title)</i></p> <p>DATE: _____</p> <p align="right">Approved as to form: _____ City Attorney</p> <p align="right">DATE: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p>NORTHWEST LANDSCAPE SERVICES (NLS): Tom DiMeco Northwest Landscape Services (NLS) P O Box 864 Woodinville, WA 98072 (425) 481-0919 (telephone) tom.dimeco@nls wa.com (e-mail)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES: John Blackburn City of Des Moines 2255 South 223rd Street Des Moines, WA 98198 (206) 870-6559 (telephone) jblackburn@desmoineswa.gov (e-mail)</p>

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



MONARCH COMPANIES

ADDENDUM
to
Landscape Maintenance Agreement

This is an Amendment to the Landscape Maintenance Agreement entered into by and between **MONARCH LANDSCAPING WA, LLC dba NORTHWEST LANDSCAPE SERVICES and SIGNATURE LANDSCAPE SERVICES, LLC** as Contractor and **CITY OF DES MOINES.,** as Client

Re: Property Known As: CITY OF DES MOINES (PONDS)

An increase in the landscape service charge for the above-mentioned property from \$10,172.69 to \$14,000.13 [plus tax] per month will take effect as of April 17, 2017. This reflects **the addition of six (6) rough cut mows to the selected ponds on months April, May, June, July, September, October.** Below is the new monthly breakdown by site:

Bid Item #1	PARKS AND FACILITIES LANDSCAPES	Monthly (1x)	Annual (6x per year)
Bid Item #1	Forest Meadows	\$ 390.56	\$ 2,343.33
Bid Item #2	Westwood Park 193/6th	\$ 468.67	\$ 2,812.00
Bid Item #3	Underwood Park 220th/20th	\$ 468.67	\$ 2,812.00
Bid Item #4	Middle Pond 22nd/25th	\$ 429.61	\$ 2,577.67
Bid Item #5	NorthPond 220th/25th	\$ 429.61	\$ 2,577.67
Bid Item #6	Taco Time KDM/MVD	\$ 390.56	\$ 2,343.33
Bid Item #7	Graceveiw 234th/23rd	\$ 429.61	\$ 2,577.67
Bid Item #8	Highlands 234th/23rd	\$ 468.67	\$ 2,812.00
Bid Item #9	Kochel Short Plat 229th/12th	\$ 390.56	\$ 2,343.33
Bid Item #10	Des Moines Terrace 245th/18th	\$ 507.72	\$ 3,046.33
Bid Item #11	Saltwater Highlands 250th/18th	\$ 390.56	\$ 2,343.33
Bid Item #12	Bayview West 250th/19th	\$ 390.56	\$ 2,343.33
Bid Item #13	Highland Crest 252nd/22nd	\$ 390.56	\$ 2,343.33
Bid Item #14	Sunset Gardesn 254th/22nd	\$ 390.56	\$ 2,343.33
Bid Item #15	Pacific Place 268th/PacHwy	\$ 468.67	\$ 2,812.00
Bid Item #16	Mediterranean Heights 272nd/13th	\$ 390.56	\$ 2,343.33
Bid Item #17	Bluffs at Redondo North-South 277th/13th	\$ 468.67	\$ 2,812.00
Bid Item #18	Redondo Riviera 274th/12	\$ 390.56	\$ 2,343.33
	Bid Item #1 Subtotal	\$ 7,654.89	\$ 45,929.33

Services for this location will be as defined in the Landscape Maintenance Agreement.

The monthly maintenance invoice will be amended to include this change.

Please sign this amendment, retain a copy for your records and return a signed copy to our office.

I have read, understood and agreed to the contractual changes as set forth above:

By _____
Tom DiMeco, Senior Vice President

Date _____

By _____
Owner's Authorized Agent

Date _____

Bid Item #1	PARKS AND FACILITIES LANDSCAPES	Monthly (1x)	Annual (6x per year)
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Bid Item #14	Sunset Gardesn 254th/22nd	\$ 390.56	\$ 2,343.33
Bid Item #15	Pacific Place 268th/PacHwy	\$ 468.67	\$ 2,812.00
Bid Item #16	Mediterranean Heights 272nd/13th	\$ 390.56	\$ 2,343.33
Bid Item #17	Bluffs at Redondo North-South 277th/13th	\$ 468.67	\$ 2,812.00
Bid Item #18	Redondo Riviera 274th/12	\$ 390.56	\$ 2,343.33
	Bid Item #1 Subtotal	\$ 7,654.89	\$ 45,929.33

Patrick Murray Business Development Manager
 E patrick.murray@nls.com C 425-219-0658
 Woodinville | Kent | Tacoma | Olympia | Portland



www.nls.com www.signatures.com

GOODS & SERVICES CONTRACT
between the City of Des Moines and
Northwest Landscape Services

THIS CONTRACT is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Northwest Landscape Services organized under the laws of the State of Washington, King County, located and doing business at Northwest Landscape Services, PO Box 864, Woodinville WA 98072, 425.481.0919, Contact: Jared Moody (hereinafter the "Vendor").

CONTRACT

I DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City:

"2016 - 2018 Parks & Right-of-Way Landscape Maintenance" as described in Exhibits "A" and "B" and the NLS bid proposal submitted October 22, 2015 (incorporated into, and attached). The duration of this contract shall be thirty-six (36) months, commencing on January 1, 2016, and ending on December 31, 2018.

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

All work shall be accomplished in a workmanlike manner and shall be in conformance with the following documents which are by reference incorporated herein and made part thereof:

- (i) The Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) Shall perform any change in the work in accord with the Contract Documents.

II. TIME OF COMPLETION. Upon the effective date of this Contract, Vendor shall commence work on January 1, 2016, and complete the work and provide all goods, materials, and services by December 31, 2018. This Contract shall include a satisfactory performance extension (at no additional bid pricing increase to the City) of thirty-six (36) months. The City will notify the Vendor in writing a minimum of thirty (30) days in advance of the contract termination date of the intent to extend the contract thirty-six (36) months based upon satisfactory performance.

III. COMPENSATION. The City shall pay the Vendor an annual amount not to exceed **\$146,798.22**, which includes all applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Contract. The City shall pay the Vendor the following amounts according to the following schedule:

The Vendor shall invoice the City monthly for the services rendered at all locations per requirements contained in Exhibits "A" and "B" and the NLS bid proposal submitted October 22, 2015. The Scope of Work for this contract includes bid items 1,2,3 (all locations) and bid item 4 locations 2,3,4,6 & 7.

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

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

IV. PREVAILING WAGES. Vendor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Vendor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Vendor. It shall be the responsibility of Vendor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

The State of Washington prevailing wage rates applicable for this goods and services project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is 10/22/2015. A copy of the applicable prevailing wage rates are also available at the office of the Owner, located at 2255 South 223rd Street, Des Moines, WA, 98198.

V. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Vendor has the ability to control and direct the performance and details of its work; however, the City shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

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

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

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

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

deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

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

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

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

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

B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest. The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

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

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

XI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XII. INDEMNIFICATION. The Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

XIII. INSURANCE. The Vendor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City. Vendor shall obtain insurance of the type described below:

No Limitation. Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Vendor shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

B. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

C. Other Insurance Provisions. The Vendor's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they 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 Vendor's insurance and shall not contribute with it.

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

Vendor 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 Vendor before goods, materials or supplies will be accepted by the City.

F. Notice of Cancellation. The Vendor shall provide the city with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance. Failure on the part of the Vendor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Vendor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Vendor from the City.

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

XV. CITY'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XVI. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or

relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Contract, then the following shall be the means for resolving the dispute:

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.
2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Contract.

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

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

assignment shall be made without additional written consent.

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

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

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

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

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

J. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

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

<p>VENDOR:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____ Its _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p>CITY OF DES MOINES:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: Anthony A. Piasecki Its City Manager <i>(Title)</i></p> <p>DATE: _____</p> <p style="text-align: right;">Approved as to form:</p> <p style="text-align: right;">_____ City Attorney</p> <p style="text-align: right;">DATE: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p>VENDOR:</p> <p>Jared Moody Northwest Landscape Services PO Box 864 Woodinville WA 98072</p> <p>425.481.0919 (telephone) 425.485.9601 (facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES:</p> <p>John Blackburn City of Des Moines 2255 South 223rd Street Des Moines WA 98198 (206) 870-6559 (telephone) (206) 870-6596 (facsimile)</p>

At the direction of the Des Moines
 City Council taken at an open public
 Meeting on _____.

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Change Order

Date: 01/07/2016

Page 1 of 1

Contract Title: 2016-2018 Parks and Right-of-Way Landscape Maintenance

Change Order Number: 1

Prime Contractor: Northwest Landscape Services (NLS)

Requested by Project Manager under the terms of Section 1-04.4 of the Standard Specifications

Change proposed by Contractor

Brief Description of Requested Change:

- 1) Mowing Frequency Reduction (Bid Item 1, Locations 1-16) -- Reduce the number of mowings per year from 39 to 26; Annual credit of \$8,151.60.
- 2) Hard Surface Sweeping, Blowing, Weed Control (Bid Item 1-7, Locations 1-16) -- Delete service entirely; Annual credit of \$7,561.58.

Justification of Cost:

Requested service reductions are directed by the City Council in an effort to balance the 2016 budget.

All work, materials, equipment, and measurements shall be in accordance with the current contract provisions and with the provisions of the Standard Specifications and Special Provisions for the type of construction involved unless stated otherwise in this document.

Original Annual Contract Amount: \$146,798.22
 Current Annual Contract Amount: \$146,798.22
 Contract Time Added: 0 Days
 Estimated Net Change This Order: (\$15,713.18)

Estimated Annual Contract Total After Change: \$131,085.04

<input checked="" type="checkbox"/> Approval Requested	<input type="checkbox"/> Approval Granted
Contractor	Planning, Building and Public Works Director
Date	Date

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Sexual Assault Awareness Month

FOR AGENDA OF: April 13, 2017

ATTACHMENTS:

1. Proclamation

DEPT. OF ORIGIN:


DATE SUBMITTED:

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to show Council support and proclaim the month of April as Sexual Assault Awareness Month

Suggested Motion

Motion 1: "I move to approve the Proclamation recognizing April and Sexual Assault Awareness Month."

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City of Des Moines



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



Proclamation

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community, and

WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show that one in five women and one in 71 men are victims of sexual assault, and

WHEREAS, young people experience heightened rates of sexual violence, and youth ages 12 to 17 are two and a half times as likely to be victims of rape or sexual assault; and

WHEREAS, we must work together to educate our community about sexual violence prevention, support survivors and speak out against harmful attitudes and actions; and

WHEREAS, prevention is possible when we increase education, awareness and community involvement; and

WHEREAS, each day of the year is an opportunity to create change for the future; and

NOW THEREFORE, THE DES MOINES COUNCIL HEREBY PROCLAIMS the month of April as

SEXUAL ASSAULT AWARENESS MONTH

in the City of Des Moines, and encourages all citizens to join in this special observance, and join advocates and communities across the country in taking action to prevent sexual violence.

SIGNED this day 13th day of April, 2017.

Matt Pina, Mayor

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
Des Moines Creek Business Park Phase IV:
A Planned Unit Development in Pacific Ridge

FOR AGENDA OF: April 13, 2017

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: April 6, 2017

ATTACHMENTS:

1. Draft Ordinance No. 17-044
2. Orthophoto Map
3. Zoning Maps
4. Preferred Land Use Maps
5. PUD Application

CLEARANCES:

- Community Development DEL
- Marina _____
- Parks, Recreation & Senior Services _____
- Public Works ABC

CHIEF OPERATIONS OFFICER: DJB

- Legal 6
- Finance _____
- Courts _____
- Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider a Planned Unit Development (PUD) entitled Des Moines Creek Business Park Phase IV, in accordance with chapter 18.230 Des Moines Municipal Code (DMMC). The focus of the City Council’s efforts will be to review the project application and the approval criteria for a PUD; determine if the proposed project satisfies the criteria; and either approve, approve with conditions, or deny the PUD.

Administration has reviewed the details of the proposed project and identified conditions of approval aimed at reducing the potential for significant adverse impacts, while maintaining the intent of the City’s zoning regulations. Administration recommends that the City Council approve the requested PUD subject to the conditions of approval identified in Draft Ordinance 17-044 (Attachment 1).

Suggested Motions

Motion 1A: “I move to suspend City Council Rule 26(a) in order to enact Draft Ordinance No. 17-044 on first reading.”

Motion 1B: “I move to enact Draft Ordinance No. 17-044 approving the Planned Unit Development entitled “Des Moines Creek Business Park Phase IV” filed with the Des Moines Planning, Building and Public Works Department under file number LUA2017-0006, subject to the conditions of approval contained therein.”

Background & Discussion:

In 2000, the City Council adopted the *Pacific Ridge Neighborhood Plan* to accelerate redevelopment of properties in the Pacific Ridge Neighborhood. Under this plan, the Pacific Ridge Neighborhood is envisioned to become a new urban community. The objective and purpose of this zone is to provide development regulations that will promote redevelopment of Pacific Ridge properties in order to create attractive, safe, and desirable areas to work and reside. Redevelopment of Pacific Ridge is appropriate because this area has excellent access to transportation facilities, view opportunities, and higher-density development which can help Des Moines meet or exceed population and employment growth targets specified by the countywide planning policies for King County.

Over the past several years the City Council has amended the land use and zoning requirements for the Pacific Ridge Neighborhood in an effort to further facilitate economic development. On January 19, 2017, Ordinance No. 1672 was passed by the City Council. This ordinance contained text code amendments to the Pacific Ridge Commercial (PR-C) Zone north of South 216th Street and associated land use and development regulations to add light industrial, distribution and associated professional offices to the permitted uses. North of South 216th Street, these uses are to be processed as part of a planned unit development (PUD) in accordance with chapter 18.230 DMMC. An ortho image of this general area is provided as [Attachment 2](#).

Application Submittal

On March 8, 2017, Panattoni Development Company, Inc. submitted a PUD application as required for industrial, warehousing and distribution uses north of South 216th Street by Ordinance 1672. A PUD is a Type IV quasi-judicial decision by the City Council made after legally required opportunity for public comment.

On March 14, 2017, Development Services determined that the application materials submitted met the procedural submittal requirements for a PUD application. On March 29, 2017, the City issued a combined notice of land use application and public hearing notice with an associated 15 day public comment period. The public comment period ends on April 13, 2017. Any comments received will be entered into the record at the April 13, 2017 public hearing.

Project Overview

Des Moines Creek Business Park, Phase IV consists of two one-story tilt-up concrete buildings (approximately 266,013 and 246,108 square feet respectively) with associated loading/truck yards, parking, landscaping, and storm water detention. While the tenant(s) are not identified at this time,

industry norms are generally 95% warehouse and 5% associated office space. Building heights will be based upon tenant needs, approximately 35-40'.

The proposed project includes one car ingress/egress point from Pacific Highway South, one car ingress/egress point from 24th Avenue South, and two primary truck ingress/egress points, one off of 24th Avenue South and one off of South 216th Street. A 10' landscape buffer is provided along Pacific Highway South, 24th Avenue South, and South 216th Street. A minimum of 5' landscape buffers area provided around the remainder of the site.

Historic and Planned Land Uses and Zoning

The Pacific Ridge area was developed incrementally since the 1930s and many of the existing buildings pre-date zoning (1958) and the area's annexation to Des Moines in 1974. As such, many of the buildings are nearing the end of their useful lives. Virtually all of the Seattle-area communities that are bisected by Pacific Highway South (Shoreline, Seattle, Tukwila, SeaTac, Des Moines, Kent, Federal Way, etc.) are interested in redeveloping, revitalizing, and beautifying their stretches of this major north-south highway. Des Moines is no exception. To reverse this trend and to create a true gateway character for the area, the City embarked on a comprehensive planning process for the area that would become the Pacific Ridge neighborhood.

Commencing in 1999 and lasting two years, the City Council held numerous public meetings which culminated in the adoption of Ordinance No. 1267 establishing the Pacific Ridge Neighborhood. The result of this planning effort to revitalize the neighborhood was the establishment of new zoning tools, design guidelines and economic incentives. In order to further facilitate the transformation of the Pacific Ridge Neighborhood into an urban village, the City Council adopted design guideless based on the following vision statement:

The City of Des Moines intends to transform Pacific Ridge into a new urban community that takes advantage of its geographic location, local and regional transportation linkages, stable soils, and view potential. The transformation of Pacific Ridge will include replacement of lower-scale, existing buildings with new structures that will dramatically enhance the appearance, character, economics, and safety of the area. Pacific Ridge will contain buildings and open spaces designed for pedestrians as well as the motorist. Pacific Ridge will be an area of businesses and residences. New buildings may be five to eight stories in height along Pacific Highway emphasizing retail and office uses. Between the development along Pacific Highway and Interstate 5, buildings may be 8 or more stories in height emphasizing residential high-rise home ownership with green open spaces and view corridors. This new community will exhibit superior design features that make Pacific Ridge inviting to residents and businesses, complement other areas of Des Moines, and foster community pride.

The Des Moines Creek Business Park, Phase IV project consists of several separate contiguous lots bordered on the west by 24th Avenue South, on the east by Pacific Highway South, on the south by South 216th Street, and to the north by the jurisdictional boundary with the City of SeaTac. This site is currently developed with commercial nurseries and single family homes. There are no wetlands, streams, or other undevelopable critical areas present on the subject property.

A list of the surrounding land uses, zoning classifications, and preferred land uses is provided below:

	Existing Land Use	Zoning	Preferred Land Use
North	Commercial	Aviation Business (SeaTac)	Aviation Business Center (SeaTac)
		Community Business in Urban Center (SeaTac)	Commercial High Density (SeaTac)
South	Multi-Family	RM-2400	Multi-Family
East	Multi-Family (SeaTac)	UH-900 (SeaTac)	Residential High Mixed Use (SeaTac)
	Commercial (SeaTac)		
West	Business Park	B-P	Business Park

Please refer to the Zoning Maps ([Attachment 3](#)) and the Preferred Land Use Maps ([Attachment 4](#)) for further details.

State Environmental Policy Act (SEPA)

As part of the *Pacific Ridge Neighborhood Plan*, the City adopted a SEPA Planned Action Ordinance to help offset the cost of development in the area by conducting all the environmental analysis for the first 3,125,000 square feet of commercial development and 5,541 residential units. As a result, developers are not required to conduct a separate environmental analysis as part the development, if the development is consistent with the SEPA Planned Action.

Establishment of the SEPA Planned Action did not create a categorical exemption from the requirements of the SEPA, but completed the review at the programmatic level instead of a project level. Therefore, the applicant was still required to submit a SEPA checklist in order to verify that the project is consistent with the *Pacific Ridge Neighborhood Plan EIS* and the SEPA Planned Action Ordinance. The SEPA Official determined that the project is consistent with the Planned Action Ordinance; therefore, a threshold determination or EIS is not required pursuant to WAC 197-11-172.

Pacific Ridge Commercial (PR-C) Zone

The PR-C zoning regulations are established in chapter 18.135 DMMC and implement the City of Des Moines Comprehensive Plan, Pacific Ridge Neighborhood Improvement Plan, and other adopted policies related to commercial development in the Pacific Ridge Neighborhood. Pacific Ridge has excellent access to transportation facilities and higher-density development capacity that can help Des Moines meet or exceed population and employment growth targets specified by the countywide planning policies for King County. Land use regulations are intended to improve real estate market conditions in the area and encourage privately-sponsored redevelopment activity that creates attractive, safe, and desirable areas to work and reside.

Over the past several years the City Council has amended the PR-C zoning requirements in an effort to further facilitate economic development and realize the vision for the Pacific Ridge Neighborhood. Most recently, on January 19, 2017, the City Council enacted Ordinance 1672 amending permitted uses

in the Pacific Ridge Zone to allow industrial, warehousing, and distribution uses north of South 216th Street when processed as part of a PUD.

Per Des Moines Municipal Code (DMMC) 18.230.030, the purpose of a planned unit development is to permit flexibility in design, placement of buildings, use of open spaces, circulation facilities, and parking to produce a development which would be as good or better than that resulting from the traditional lot by lot development and that is in harmony with the surrounding area.

Design Review

The primary objective of design review is to ensure a higher quality built environment through the application of design approaches, techniques and elements and high quality building materials. Design review is intended to enhance the social, cultural, economic, environmental, aesthetic and natural values of Des Moines while allowing for creative design approaches.

Chapter 18.235 DMMC - Design Review establishes the process and criteria by which public and private development projects are reviewed for their aesthetic, architectural, or urban design quality and compatibility with nearby development. Design review focuses on the appearance of new construction, site planning, landscaping, signage, and other aesthetic issues. It also involves reviewing projects for their consistency with adopted development standards or criteria addressing community character and aesthetic quality. Decisions to approve, conditionally approve or deny a design review application are based on the criteria established in DMMC 18.235.100 as well as the Pacific Ridge Neighborhood Design Guidelines. Design review is a Type I Land Use Action that is made by the City Manager or designee and is appealable to the Hearing Examiner.

Pacific Ridge Neighborhood Design Guidelines

The Pacific Ridge Neighborhood Design Guidelines (PRNDG) allow for creative design while guarding against development that is incompatible with the City's vision for Pacific Ridge. The guidelines identify various considerations that should be addressed in the ongoing evolution of the neighborhood. The guidelines serve three purposes:

1. Provide community members with an overall conceptual approach that will enable the actions of independent development to be in concert with, and add to, the diversity and richness of the neighborhood and Des Moines in general;
2. Provide prospective developers and designers with a checklist of issues that must be addressed in their development proposals; and
3. Provide the City of Des Moines with a method of evaluating public and private development or redevelopment within Pacific Ridge on a consistent, expeditious basis.

Overarching urban design objectives for the neighborhood establish the purpose, intent and urban design concepts that are central to the redevelopment effort and desired outcome for Pacific Ridge. Organized around the principles of site design, building design, landscaping design and signs, the guidelines provide a menu options, techniques and visual examples that can be implemented to achieve the overall neighborhood design objectives:

1. Site design relates to the arrangement of building, infrastructure, landscaping, parking and circulation elements that support the functions of the site. A well-conceived site design concept

and effective site plan should demonstrate how the development relates to the physical features of the site as well as the street front and adjacent sites. Convenient pedestrian and vehicle circulation connecting on-site activities with adjacent pedestrian routes and streets are also important considerations.

2. Building design relates to the architectural forms, building elements and details of a project and how these are organized in relationship to the site and surrounding area. Building elements and details, such as distinctive roof forms, entrances, the arrangement of windows and doors, and the use of materials, can be used to convey a strong architectural concept. A combination of building modulation, change of materials, color and/or texture, special building features and distinctive rooflines can reduce perceived building height and mass and increase compatibility with the surrounding area. The importance of the organization is that it is clear and appropriate to the building's function and its context.
3. Landscape design is an integral part of overall site design that reinforces site functions as well as contributes to the positive visual elements of the Pacific Ridge area. The landscape design is reviewed in conjunction with chapter 18.195 - Landscaping and Screening. A comprehensive landscape concept will enhance the building itself, as viewed from within and adjacent to the site; enhance and link the different spaces and activities on the site; reinforce the streetscape design; and soften views of parking and vehicular areas as well as service areas.
4. Signage directs users to a site and within the site, and users are typically either driving or walking. Signage design, placement and lighting should relate well to the building design and surrounding streetscape and be properly scaled for the purpose and context for which it is placed.

Planned Unit Development Process Requirements

A PUD is both a type of development and a regulatory process, the latter of which applies to this project. When the City Council enacted Ordinance 1672 amending permitted uses in the Pacific Ridge Zone to allow industrial, warehousing, and distribution uses north of South 216th Street, it also established that such projects would be processed as part of a PUD.

The PUD is reviewed in full by the City Council as a quasi-judicial matter and as such is classified as a Type IV Land Use Action as defined by DMMC 18.20.190. Type IV Land Use Actions require a public hearing with the City Council pursuant to DMMC 18.20.190.

The purpose of a PUD is generally to allow greater flexibility in the configuration of buildings and/or uses on a site than is allowed in standard zoning. Pursuant to DMMC 18.230.030, a PUD, has the following purposes:

- (1) To produce a development which would be as good or better than that resulting from the traditional lot by lot development, by applying to large areas, whether consisting of consolidated lots or unsubdivided property, the same principles and purposes inherent in the required provisions applying to individual lots or minimum area parcels;
- (2) To correlate comprehensively the provisions of this Title and other ordinances and codes of the City, to permit developments which will provide a desirable and stable environment in harmony with that of the surrounding area;
- (3) To permit flexibility that will encourage a more creative approach in the development of land, and will result in a more efficient, aesthetic, and desirable use of open area, while at the same

time, maintaining substantially the same population density and area coverage permitted in the zone in which the project is located;

- (4) To permit flexibility in design, placement of buildings, use of open spaces, circulation facilities, off-street parking areas, and to best utilize the potentials of sites characterized by special features of geography, topography, size, or shape.

Applicant Justification:

The proposed conceptual site plan and the project narrative for the project are included as Attachment 5. Together these documents are the PUD Application for the DMCBP Phase IV development. Following is a summary of the applicant's justification of how they meet the City's design review criteria and stated objectives of the Pacific Ridge Design Guidelines:

1. Site Design

The arrangement of the two buildings on the L-shaped site works with the topography and allows for straightforward vehicle and pedestrian circulation (Attachment 5, Sheet A0.1 Site Plan). Building A includes two corners of the building with enhanced building entry/office node features; one office node is oriented towards 24th Ave South, and the other is oriented towards Pacific Highway South. For Building B, the office entrances for are proposed to align with 24th Avenue South. The corner of Building B that aligns with South 216th Street and 24th Avenue S is proposed to be enhanced with glazing and façade modulation including entry canopies and green walls to create an attractive, appealing interface with the adjacent street corner. The long facades of overhead doors and truck loading are oriented away from surrounding streets and are further screened from view by building projections on either side of the loading areas.

The two buildings are sited such that surveillance opportunities from surrounding streets is maximized; sight lines will allow observation of outdoor on-site activities by building occupants and passersby. Exterior lighting will be provided at building entrances and pedestrian walkways, and at parking areas.

Parking areas are concentrated nearest the main office entrances of each building, to minimize unnecessary pedestrian circulation throughout the site. Some surface parking is located at the corner of South 216th Street and 24th Avenue S that serves a main entrance for Building B. The parking areas that are directly adjacent to public streets (along 24th Avenue South and Pacific Highway South, are separated from the right-of-way by a low screening hedge in order to minimize the visual impact of the parking areas.

Site access is designed to separate the vehicle traffic from truck traffic. As currently proposed there will be a car-only (right in/right out) access point from Pacific Highway S, a trucks-only access from South 216th Street, and one cars-only and one trucks-only access from 24th Avenue South. The City's Comprehensive Transportation Plan (CTP) currently identifies a street connection between Pacific Highway and 24th Avenue South at what would be South 212th Street; however, the traffic engineer for Panattoni has stated the connection is not warranted. With the development of the site, staff would recommend to Council that the project identified for South 212th Street between Pacific Highway and 24th Avenue be removed from the CTP at the next update. Staff discussed this with the Public Safety and Transportation Committee on March 2, 2017, and the committee concurred with this concept.

On-site vehicular circulation is compatible with street circulation and pedestrian walkways; car and truck traffic has been separated into different access points for safety and ease of circulation. Contrasting paving materials and directional signs will be utilized to distinguish between pedestrian and vehicle circulation areas. Pedestrian connections between the site and the public circulation path will be attractive to employees and visitors to these buildings who may arrive via public transit. Bicycle parking racks will be provided in convenient and safe locations.

Landscaping is proposed to augment the relationship between the buildings and the surrounding streets, providing a human-scaled transition for both visitors to the site and passersby. Each of the two buildings has a dedicated sidewalk creating an accessible route to the public way; these sidewalks will connect all main building entrances to the perimeter public circulation paths in a safe and efficient manner.

This proposed development will be similar in functionality and complementary in style to the adjacent Des Moines Creek Business Park buildings across 24th Avenue South, and the adjacent Prologis Park SeaTac to the north. Building setbacks are consistent with these adjacent light industrial properties, creating an “edge” and visual continuity.

2. Building Design

The elevation views of the proposed building design are shown on Sheets A3.1 – A3.6 in Attachment 5. The inherent nature of a speculative light industrial building yields a design and organization to support its function. The exterior perimeter is tilt-up concrete, with a grid of steel columns supporting a flat roof hidden by the parapet of the building. Office areas, delineated by glazing and entrance features, are provided in appropriate intervals based on anticipated leasable space configurations.

Articulation is provided on all sides of both buildings, and on the street-facing facades. Strong vertical and horizontal reveals, and three dimensional detail using applied steel channels and green trellis walls are all included in the design in order to create shadow lines and break up the flat surfaces of the facades. A change in texture is provided in areas using formliner, and each of the facades employ a set of two field colors and a contrasting accent color in highlighted areas.

Main building entrances are provided at the corners of the buildings and at the center of the long façade of Building B that fronts on 24th Avenue South. These entrances will be glazed and entrance doors will be highlighted with a canopy in an accent color, held off the building with vertical tie rods in a contemporary, industrial aesthetic. Color contrast will be provided through the use of two different base paint colors plus an accent color. These corner entrances are further emphasized by a higher parapet; this accentuates the roofline and provides a visual clue to the differentiation in function of this area of the building.

Pedestrian friendly facades are provided at each main entrance near the parking areas. Transparent window areas will allow building inhabitants to keep an eye on the exterior, overhead weather protection in the form of canopies, and pedestrian-scaled signage will make the building entrances inviting. Beyond the main entrance areas, the street-facing facades will employ decorative screen walls to provide a place for vertical greenery to grow and allow for a textural, human-scaled element on the building walls. Light fixtures on the building will also highlight these features.

It is intended that mechanical equipment will be roof-mounted, and will be either located so that it is not visible from public streets and adjacent properties, or screened to achieve this effect. Utility boxes will be made to appear as an integral part of the building and sited such that they may be maintained without damaging the landscaping.

3. Landscaping Design

The landscape design will provide a pleasant transition to the site, improve the appearance of the parking and vehicular areas, screen views, organize and enhance the different spaces and functions on site. A combination of trees, shrubs, groundcover plants will be incorporated into the landscape design, including native and northwest-adapted plant material. Vines and trellising plant material will be utilized for the vertical green wall elements on the street-facing facades of the two buildings. It is the goal of the landscape design to employ principles such as unity, focus, variety, consistency, appropriateness, and density when plants are selected and arranged. Plants adjacent to signs will be selected and maintained to ensure they do not obscure the signs. An existing significant tree at the corner of 24th Avenue South and South 216th Street is planned to be retained.

4. Signs

The project proposes to utilize a signage concept that is cohesive and complementary to the overall building design. Sign locations will be provided for in the building design, and important design features will not be obscured by signage. Color schemes and details will be coordinated with the architectural scheme.

Monument signs may be added at the primary truck entrances on 24th Avenue South and South 216th Street. These monument signs will provide a wayfinding function and will be complementary in form and aesthetic to the overall building design. Directional signage on site and building identification numbers that are visible from the street will also be provided.

It is intended that both day- and night-time viewing will be considered in the design, placement, and lighting of the proposed signage. The proposed sign lighting scheme will not cause glare or spillover into neighboring properties. Durable, high-quality materials and finishes will be utilized, echoing the materials utilized in the buildings themselves.

Staff Response:

The following staff analysis is intended to articulate how the PUD as currently proposed meets the requirements of the Des Moines Municipal Code, including chapter 18.135 DMMC - Pacific Ridge Zone and chapter 18.235 DMMC - Design Review as well as the intent of the Pacific Ridge Neighborhood Design Guidelines. The Applicant has not specifically requested deviations from the Code requirements; however, staff have identified a number of conditions necessary to meet the intent of the Pacific Ridge Neighborhood Design Guidelines.

1. Site Design

The project presents a cohesive site layout and design that fits well into the surrounding neighborhood. With the exception of an apartment complex to the south, the area is characterized by more intensive warehouse, office and commercial uses. Many of these buildings are tilt-up concrete or similar modular style buildings with flat facades that utilized color, texture and material changes to enhance the character of the buildings.

The placement of the two buildings on the site, which is dictated in large part by the L-shaped parcel, enables good access to the site from three locations (Pacific Highway South, South 216th Street and 24th Avenue South). The office portions of the warehouse buildings are oriented toward the public rights of way which help to create a more pedestrian friendly façade. The prominent location of Building B at the corner of South 216th Street and 24th Avenue South provides an opportunity to emphasize the building through the integration of pedestrian-oriented space, access provisions, special site features and landscaping as required by PRNDG 1.C and 1.I. Loading areas are oriented internal to the site with modulation provided at the building edges to better screen these areas from public view per DMMC 18.235.100(1)(3)(f) and PRNDG 1.I. Truck-only access points proposed at South 216th Street and 24th Avenue South will help to facilitate onsite circulation by separating truck traffic from pedestrian and vehicular traffic.

Employee parking areas are separated from the truck access and loading areas associated with the warehouse operations per PRDG 1.B. Contrasting pavement materials are proposed to emphasize the pedestrian walkways between the parking areas and the building. While the project narrative describes pedestrian access is provided to the public sidewalks, only two access points, one at Pacific Highway S and one at South 216th Street, are shown on the site plan. Pedestrian access from Building B to 24th Avenue South and the corner of South 216th Street should be augmented to improve access to public sidewalks and nearby transit facilities as required by PRDG 2.H.

2. Building Design

The building design incorporates a number of architectural elements including use of window glazing and overhead canopies at office entrances along with the use of green screens, color, texture and material changes that serve to break up the massing of the two large buildings and provide visual interest as required by DMMC 18.235.100(2) and PRNDG 2.B.2. A unified color palette of grays and bronze constitute the primary building colors with forsythia (e.g., yellow/gold) used as accent on vertical and horizontal bands and building awnings. Exterior lighting is also utilized to provide for site safety as well as enhance the architectural features on the building façade per PRDG 1.K and DMMC 18.235.100(4)(e).

The west façade of Building B sets the architectural concept and design for the project consistent with DMMC 18.235.100(4) and PRNDG 2.A. Office entries and window glazing help anchor the north and south ends of the building and break up the long façade. The integration of roof modulation at the corners and vertical and horizontal reveals in conjunction with green walls add to the visual interest and further reduce the mass of this long section of building. While the south façade of Building B incorporates a number of architectural elements such as green screens, material/color changes, vertical/horizontal reveals, its relationship to South 216th Street (a gateway corridor) and the apartments across the street could be further distinguished through the addition of roof/building modulation, color changes, or the addition of windows per PRNDG 2.A and 2.C. Similarly, the northeast and northwest corners of Building A could be enhanced with comparable treatments to further unify the building design at these prominent locations adjacent to public streets. Additional architectural elements such as green screens, material/color changes, and vertical/horizontal reveals should be incorporated into the north façade of Building A to further break up the mass of this long wall and provide a positive visual transition to the adjacent commercial property to the north consistent with PRDG 1.D and 2.C.

3. Landscape Design

Per 18.195.350(3), a Type III landscaping buffer which requires a mix of evergreen and deciduous trees interspersed with large and small shrubs and ground cover shall be provided along all property lines abutting public rights of way. In addition, parking lot landscaping is required per DMMC 18.195.360. The site plan identifies the locations where required landscaping will be provided along the site perimeter, within parking areas and along the building facades. Proposed landscaping includes a variety trees, shrubs and groundcover plants along with vines and trellising plants that will serve as green wall elements. A significant tree located at the corner of South 216th Street and 24th Avenue South is also proposed to be retained which will significantly enhance the landscape design.

4. Signs

Signage is typically reviewed for compliance with chapter 18.200 DMMC - Signs under a separate sign permit in conjunction with the building permit. While not fully developed, the applicant is proposing a business identification signage on the buildings, wayfinding signage to enable customers, suppliers, emergency vehicles to easily find businesses and service areas and potential monument signs. The location of building signage is identified on the upper facade at each of the main office entrances on the West Elevation of Building B (Sheet A3.6). While not shown on the plan elevations, it is assumed that the signage would be located in a similar location on the East and West facades of Building A.

Alternatives

The City Council has the following alternatives:

- (1) The City Council may suspend Rule 26(a) and enact the Draft Ordinance 17-044 on first reading approving the requested PUD deviations and concurring with the recommended conditions of approval.
- (2) The City Council may enact Draft Ordinance 17-044 with Council directed changes on first reading, however, the City Council would also have to clearly explain the justifications for the modifications or additional conditions of approval, and any such modifications or additional conditions of approval would have to be mutually agreeable by the applicant.
- (3) The City Council may pass Draft Ordinance 17-044 to a second reading.
- (4) The City Council may decline to act on Draft Ordinance 17-044. However, the reasons for the denial would have to be clearly articulated on the public record. The City Council would also have to clearly explain why additional modifications or limiting conditions would not be adequate to the proposed use.

Financial Impact

There is no direct financial impact related to the review and approval of this PUD application.

Development of the Phase IV project will foster a stronger economic environment for the City by creating a stronger commercial tax base for the City of Des Moines, support the creation of family wage jobs, directly increase City property taxes, business and occupation taxes, utility taxes and potentially sales taxes, and indirectly increase B&O and sales taxes because of increased business activity. Further,

the Market Analysis in the *Pacific Ridge Neighborhood Improvement Plan*, indicates the nature of any future redevelopment will set the tone of the redevelopment of the entire Pacific Ridge Neighborhood.

Recommendation/Conclusion

Administration recommends that the City Council enact Draft Ordinance 17-044, approving the proposed PUD with conditions of approval. The conditions of approval are summarized as follows:

1. The Applicant shall submit a Design Review Application pursuant to chapter 18.235 DMMC. The proposal shall be reviewed for substantial compliance with the provisions of the Zoning Code and other ordinances and codes of the City with the exceptions of deviations approved under the PUD.
2. The Applicant shall submit a Lot Line Adjustment or Short Subdivision Application in accordance with Title 17 DMMC consistent with the approved PUD layout.
3. A Technical Information Report prepared by a licensed civil engineer to be submitted with civil site plans.
4. An addendum to the Traffic Impact Analysis shall be prepared after traffic counts are collected in April 2017 by the Applicant and the City for the Furney Nursery site (parcels 0922049069, 0922049126, 0922049135, 0922049320, 0922049083, and 0922049053).
5. Additional roof and/or building modulation, color changes, or windows shall be incorporated at the northeast and northwest corners of Building A and the southeast corner of Building B to provide a more unified design concept along the street frontages consistent with PRNDG 2.A. and 2.C.
6. Additional architectural elements such as green screens, material/color changes, and vertical/horizontal reveals shall be incorporated into the north façade of Building A to further break up the mass of this long wall and provide a positive visual transition to the adjacent commercial property to the north consistent with PRDG 1.D. and 2.C.
7. Additional pedestrian access points shall be provided from Building B to the corner of South 216th Street and along 24th Avenue South to make it easier, safer and more comfortable to walk from the street to the building entries and for pedestrians and disabled persons to access nearby transit facilities and neighboring businesses and services consistent with PRNDG 1.H.
8. Additional amenities that are attractive to employees shall be incorporated near office areas consistent with PRNDG 1.I.

Concurrence

South King Fire & Rescue has reviewed the proposed layout and has approved the layout for fire access purposes.

PLANNING, BUILDING & PUBLIC WORKS FIRST DRAFT, 04/13/2017**DRAFT ORDINANCE NO. 17-044**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON approving the preliminary Planned Unit Development (hereinafter "PUD") entitled Des Moines Creek Business Park, Phase IV, subject to conditions specified herein.

WHEREAS, Panattoni Development Company, Inc. (hereinafter, the Applicant) owns, has a contract to purchase, or holds options to purchase the Property legally described in Exhibit 1, attached hereto and incorporated by reference herein, and

WHEREAS, the applicant filed an application for a PUD in order to correlate comprehensively the provisions of Title 18 DMMC and other ordinances the City, and

WHEREAS, whenever public necessity, convenience, and general welfare require, the boundaries of the zones established on maps by this title, the zone of property uses in this title, or other provisions of this title may be amended by the adoption of a PUD pursuant to DMMC 18.30.050, and

WHEREAS, Development Services determined that the application met the procedural submittal requirements on March 14, 2017 and subsequently issued a notice of complete application, and

WHEREAS, projects within the Pacific Ridge Neighborhood are not required to conduct a separate environmental analysis as part, if the development is consistent with the SEPA Planned Action adopted as part of the *Pacific Ridge Neighborhood Plan*, and

WHEREAS, establishment of the SEPA Planned Action did not create a categorical exemption from the requirements of the SEPA, but completed the review at the programmatic level instead of a project level, and

WHEREAS, the applicant was still required to submit a SEPA Checklist in order to verify that the project is consistent with the *Pacific Ridge Neighborhood Plan EIS* and the SEPA Planned Action Ordinance pursuant to WAC 197-11-172, and

WHEREAS, an environmental checklist for the PUD is submitted to the City of Des Moines and was reviewed by the SEPA responsible official for the City of Des Moines, and

Ordinance No. 17-044
Page 2 of 4

WHEREAS, the SEPA official determined that the project was consistent with the Planned Action Ordinance and as such a threshold determination or EIS is not required pursuant to WAC 197-11-172, and

WHEREAS, the City Council, in a public hearing on April 13, 2017 considered the PUD application provided by Administration, and

WHEREAS, the City Council finds that the conditions contained in this Ordinance are appropriate and necessary for the preservation of the public health and welfare; now therefore,

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

Sec. 1. Findings of fact. The findings of fact set forth in Exhibit 2, attached hereto and incorporated by this reference, are adopted in full by the City Council in support of its decision to approve the PUD subject to specific conditions.

Sec. 2. Decision criteria. The criteria used in making the decision are those required by DMMC 18.230.030. The City Council finds that the PUD is in compliance with the required criteria, as set forth in the findings of fact in Exhibit 2, adopted above.

Sec 3. Approval subject to conditions. The PUD is approved subject to the following conditions and modifications:

(1) The Applicant shall submit a Design Review Application pursuant to chapter 18.235 DMMC. The proposal shall be reviewed for substantial compliance with the provisions of the Zoning Code and other ordinances and codes of the City with the exception of deviations approved under the PUD.

(2) The Applicant shall submit a Lot Line Adjustment or Short Subdivision Application in accordance with Title 17 DMMC consistent with the approved PUD layout.

(3) A Technical Information Report prepared by a licensed civil engineer to be submitted with civil site plans.

(4) An addendum to the Traffic Impact Analysis shall be prepared after traffic counts are collected in April 2017 by the

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Page 3 of 4

Applicant and the City for the Furney Nursery site (parcels 0922049069, 0922049126, 0922049135, 0922049320, 0922049083, and 0922049053).

(5) Additional roof and/or building modulation, color changes, or windows shall be incorporated at the northeast and northwest corners of Building A and the southeast corner of Building B to provide a more unified design concept along the street frontages consistent with PRNDG 2.A. and 2.C.

(6) Additional architectural elements such as green screens, material/color changes, and vertical/horizontal reveals shall be incorporated into the north façade of Building A to further break up the mass of this long wall and provide a positive visual transition to the adjacent commercial property to the north as required by PRNDG 1.D. and 2.C.

(7) Additional pedestrian access points shall be provided from Building B to the corner of South 216th Street and along 24th Avenue South to make it easier, safer and more comfortable to walk from the street to the building entries and for pedestrians and disabled persons to access nearby transit facilities and neighboring businesses and services consistent with PRNDG 1.H.

(8) Additional amenities that are attractive to employees shall be incorporated near office areas consistent with PRNDG 1.I.

Sec. 5. Compliance with other law. Nothing in this Ordinance shall be construed as excusing the applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this PUD other than as expressly set forth herein.

Sec. 6. Ordinance attached to approval documents. A certified copy of this Ordinance, along with the herein referenced findings of fact shall be attached to and become a part of the evidence of the approval of said PUD to be delivered to the applicant.

Sec. 7. Distribution of Ordinance following Council action. Certified or conformed copies of this Ordinance shall be delivered to the following:

(1) City of Des Moines Planning, Building and Public Works Department;

Ordinance No. 17-044
Page 4 of 4

- (2) South King Fire and Rescue; and
- (3) City Clerk of the City of Des Moines.

Sec 8. Distribution of Ordinance by planning official.

Within five days following adoption of this Ordinance, the planning official shall distribute the Ordinance to the applicant, and to each person who submitted timely written or oral testimony to the City Council for inclusion in the record.

Sec. 9. Severability - Construction.

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

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

Sec. 10. Effective date. This Ordinance shall take effect and be in full force five (5) days after its final passage by the Des Moines City Council in accordance to law.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2017 and signed in authentication thereof this ____ day of _____, 2017.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

DES MOINES CREEK BUSINESS PARK, PHASE IV LEGAL DESCRIPTIONS

DRAFT ORDINANCE NO.17-044, EXHIBIT 1

APRIL 13, 2017

TAX PARCEL 0922049134 (STALGIS)

LOT 2 OF KING COUNTY SHORT PLAT NO. 182055, RECORDED MARCH 02, 1982 UNDER RECORDING NO. 8203020645 IN KING COUNTY WASHINGTON;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF DES MOINES, A WASHINGTON MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, ITS SUCCESSORS AND ASSIGNS, BY STATUTORY WARRANTY DEED RECORDED AUGUST 15, 2011 UNDER RECORDING NO. 20110815000232.

TAX PARCEL 0922049003 (ONO)

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 684 FEET;

AND EXCEPT THE WEST 30 FEET FOR 24TH AVENUE SOUTH;

AND EXCEPT THE SOUTH 30 FEET FOR SOUTH 216TH STREET;

AND EXCEPT THE PORTION CONVEYED TO THE CITY OF DES MOINES, A WASHINGTON MUNICIPAL CORPORATION, IN A STATUTORY WARRANTY DEED RECORDED OCTOBER 19, 2004 UNDER RECORDING NO. 20041019001731;

ALSO EXCEPT THE PORTION CONVEYED TO THE CITY OF DES MOINES, A WASHINGTON MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, BY STATUTORY WARRANTY DEED RECORDED NOVEMBER 16, 2011 UNDER RECORDING NO. 20111116000697.

TAX PARCEL 0922049342 (CARLSON)

THE SOUTH 72.50 FEET OF THE NORTH 410.78 FEET OF THE WEST 168 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF DES MOINES, A WASHINGTON MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, ITS SUCCESSOR AND ASSIGNS FOR THE USE OF THE PUBLIC RECORDED AUGUST 15, 2011 UNDER RECORDING NO. 20110815000222, IN KING COUNTY, WASHINGTON.

TAX PARCEL 0922049399 (CHEEMA)

LOT 1, KING COUNTY SHORT PLAT NUMBER 182055, RECORDED MARCH 2, 1982 UNDER RECORDING NUMBER 8203020645, IN KING COUNTY, WASHINGTON, BEING A PORTION OF THE FOLLOWING DESCRIBED TRACT:

THE SOUTH 150.72 FEET OF THE NORTH 684 FEET OF THE EAST 213 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXCEPT THE PORTION CONVEYED TO CITY OF DES MOINES FOR THE USE OF THE PUBLIC AS RECORDED OCTOBER 5, 2011 IN DEED UNDER RECORDING NO. 20111005000641.

TAX PARCELS 0922049069, 0922049126, 0922049135, 0922049320, 0922049083, AND 0922049053 (FURNEY)

PARCEL I:

NORTH 200 FEET OF WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER IN SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 30 FEET FOR 24TH AVENUE SOUTH;

EXCEPT THAT PORTION CONVEYED TO CITY OF DES MOINES, A WASHINGTON MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, ITS SUCCESSORS AND ASSIGNS, BY STATUTORY WARRANTY DEED RECORDED FEBRUARY 21, 2012 UNDER RECORDING NO. 20120221000487.

PARCEL II:

SOUTH 138.28 FEET OF THE NORTH 338.28 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 30 FEET FOR 24TH AVENUE SOUTH;

ALSO EXCEPT THAT PORTION CONVEYED TO CITY OF DES MOINES, A WASHINGTON MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, ITS

SUCCESSOR AND ASSIGNS, BY STATUTORY WARRANTY DEED RECORDED
FEBRUARY 21, 2012 UNDER RECORDING NO. 20120221000486.

PARCEL III:

PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER IN SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST,
WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WEST OF
THE WEST MARGIN OF PRIMARY STATE HIGHWAY NO. 1 (PACIFIC HIGHWAY
SOUTH);

EXCEPT THE NORTH 200 FEET AND THE SOUTH 360.82 FEET.

PARCEL IV:

NORTH 200 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER
OF THE NORTHEAST QUARTER IN SECTION 9, TOWNSHIP 22 NORTH, RANGE
4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING
WEST OF THE WEST MARGIN OF PRIMARY STATE HIGHWAY NO. 1 (PACIFIC
HIGHWAY SOUTH).

PARCEL V:

THAT PORTION OF THE SOUTH 180 FEET OF THE NORTH 480 FEET OF THE
NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9,
TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, LYING WEST OF THE WEST MARGIN OF PRIMARY STATE
HIGHWAY NO. 1 (PACIFIC HIGHWAY SOUTH).

PARCEL VI:

THE SOUTH 345.72 FEET OF THE NORTH 684 FEET OF THE WEST $\frac{1}{2}$ OF THE
SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 22 NORTH,
RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON;

LESS THE WEST 30 FEET THEREOF FOR COUNTY ROAD;

AND LESS THE NORTH 72.5 FEET OF THE EAST 138.0 FEET OF THE WEST
168 FEET THEREOF;

AND LESS THE SOUTH 150.72 FEET OF THE EAST 213 FEET OF THE WEST
243 FEET THEREOF;

ALSO EXCEPT THAT PORTION CONVEYED TO CITY OF DES MOINES, A
WASHINGTON MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, ITS
SUCCESSORS AND ASSIGNS, BY STATUTORY WARRANTY DEED RECORDED
FEBRUARY 21, 2012 UNDER RECORDING NO. 20120221000490.

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FINDINGS OF FACT**DRAFT ORDINANCE NO.17-044, EXHIBIT 2****APRIL 13, 2017**

Upon review of an application requesting approval of an Planned Unit Development (hereinafter "PUD") entitled "Des Moines Creek Business Park, Phase IV" the Des Moines City Council, following a public hearing hereby adopts the following Findings of Fact and Conclusions of Law:

1. PUDs are classified as Type IV Land Use Actions at DMMC 18.20.070 and are a quasi-judicial matter. Type IV land use actions require public hearing with the City Council pursuant to DMMC 18.20.190.
2. Des Moines Creek Business Park, Phase IV is envisioned to be a light industrial warehouse development project within the Pacific Ridge Neighborhood.
3. The scope of development as currently envisioned, consists of two one-story tilt-up concrete buildings (approximately 266,013 and 246,108 square feet respectively) with associated loading/truck yards, parking, landscaping, and storm water detention.
4. The proposal includes one car ingress/egress point from Pacific Highway South, one car ingress/egress point from 24th Avenue South, and two primary truck ingress/egress points, one off of 24th Avenue South and one off of South 216th Street.
5. There are no wetlands, streams, or other undevelopable critical areas present on the subject property.
6. The Property presently consists of several separate contiguous tax lots and is located within the Pacific Ridge Commercial Zone and is bordered on the west by 24th Avenue South, on the east by Pacific Highway South, on the south by South 216th Street, and to the north by the jurisdictional boundary with the City of SeaTac; and
7. The Des Moines Comprehensive Plan has designated the project site as Pacific Ridge Commercial.
8. The project is consistent with the Goals, Policies, and Strategies of the Des Moines Comprehensive Plan.

Findings of Fact
Ordinance No. 17-044
Page 2 of 3

9. DMMC 18.31.010, et seq. was enacted by the City to implement the Des Moines Comprehensive Plan, Pacific Ridge Neighborhood Improvement Plan, and other adopted policies for the commercial and residential areas of Pacific Ridge, including, inter alia, the transformation of Pacific Ridge into a new urban community that takes advantage of its geographic location, local and regional transportation linkages, stable soils, and view potential; the replacement of lower-scale, existing buildings with new larger scale and higher structures that will dramatically enhance the appearance, character, economics, and safety of the area; and exhibit superior design features that makes Pacific Ridge inviting to residents and businesses, complements other areas of Des Moines, and fosters community pride.
10. The conditions approved as part of the PUD will produce a development which would be as good as or better than that resulting from the traditional lot by lot development, by applying to large areas.
11. The conditions are necessary to correlate comprehensively the provisions of Title 18 and other ordinances and codes of the City.
12. The conditions will permit flexibility that will encourage a more creative approach in the development of land that will result in a more efficient, aesthetic, and desirable use of open area, while at the same time, maintaining substantially the same population density and area coverage permitted in the Pacific Ridge Commercial Zone.
13. The conditions will permit flexibility in design, placement of buildings, use of open spaces, circulation facilities to best address the topography change across the site.
14. The City of Des Moines has established minimum design standards through the adoption of the Pacific Ridge Design Guidelines and City's Design Review Code codified as chapter 18.235 DMMC to: (1) promote the public health, safety, and general welfare of the citizens of the City; (2) recognize that land use regulations aimed at the orderliness of community growth, the protection and

Findings of Fact
Ordinance No. 17-044
Page 3 of 3



enhancement of property values, the minimization of discordant and unsightly surroundings, the avoidance of inappropriateness and poor quality of design and other environmental and aesthetic objectives provide not only for the health, safety, and general welfare of the citizens, but also for their comfort and prosperity and the beauty and balance of the community; (3) protect, preserve, and enhance the social, cultural, economic, environmental, aesthetic, and natural values that have established the desirable quality and unique character of the City; (4) promote and enhance construction and maintenance practices that will tend to promote visual quality throughout the City ; (5) recognize environmental and aesthetic design as an integral part of the planning process.



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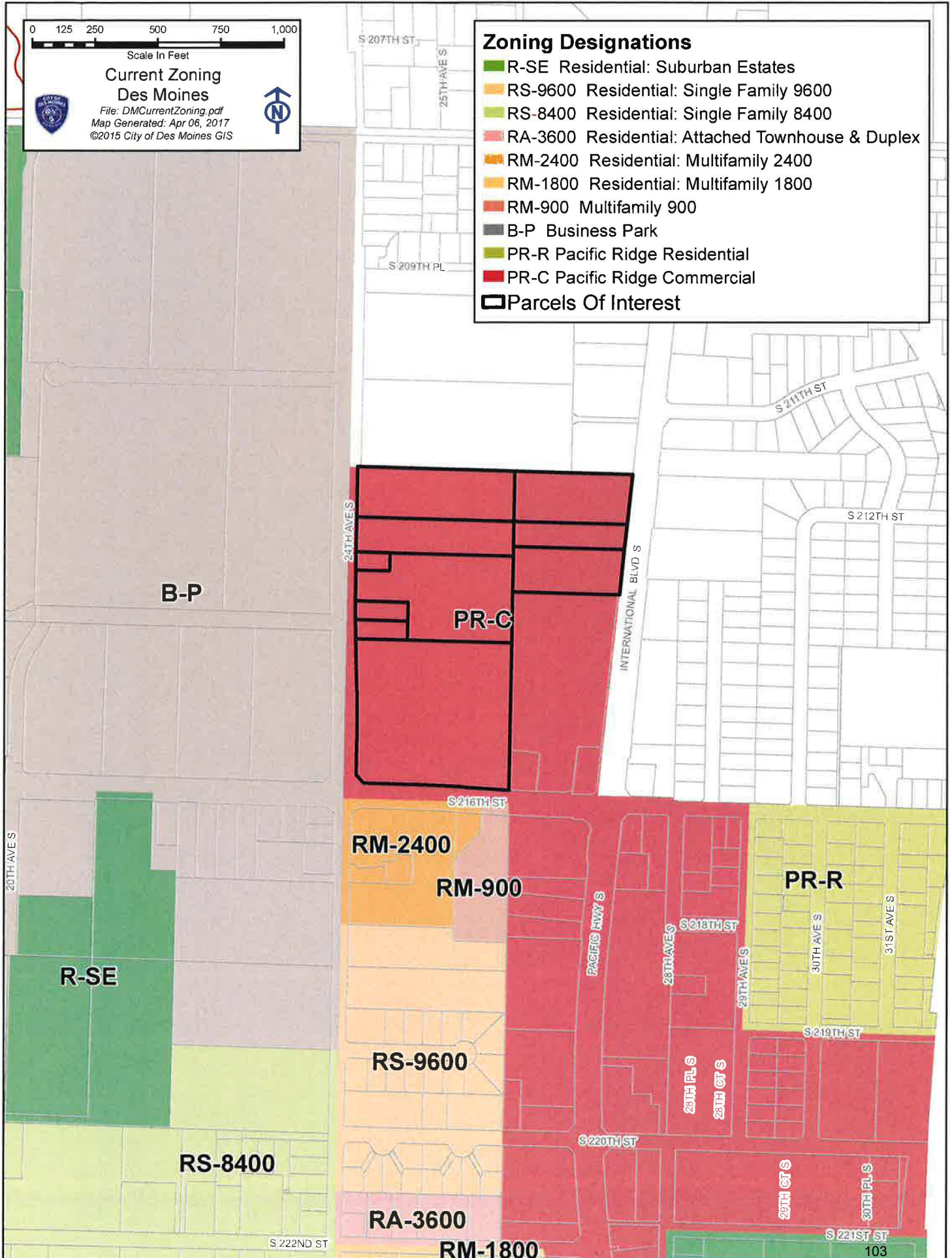
**Current Zoning
Des Moines**

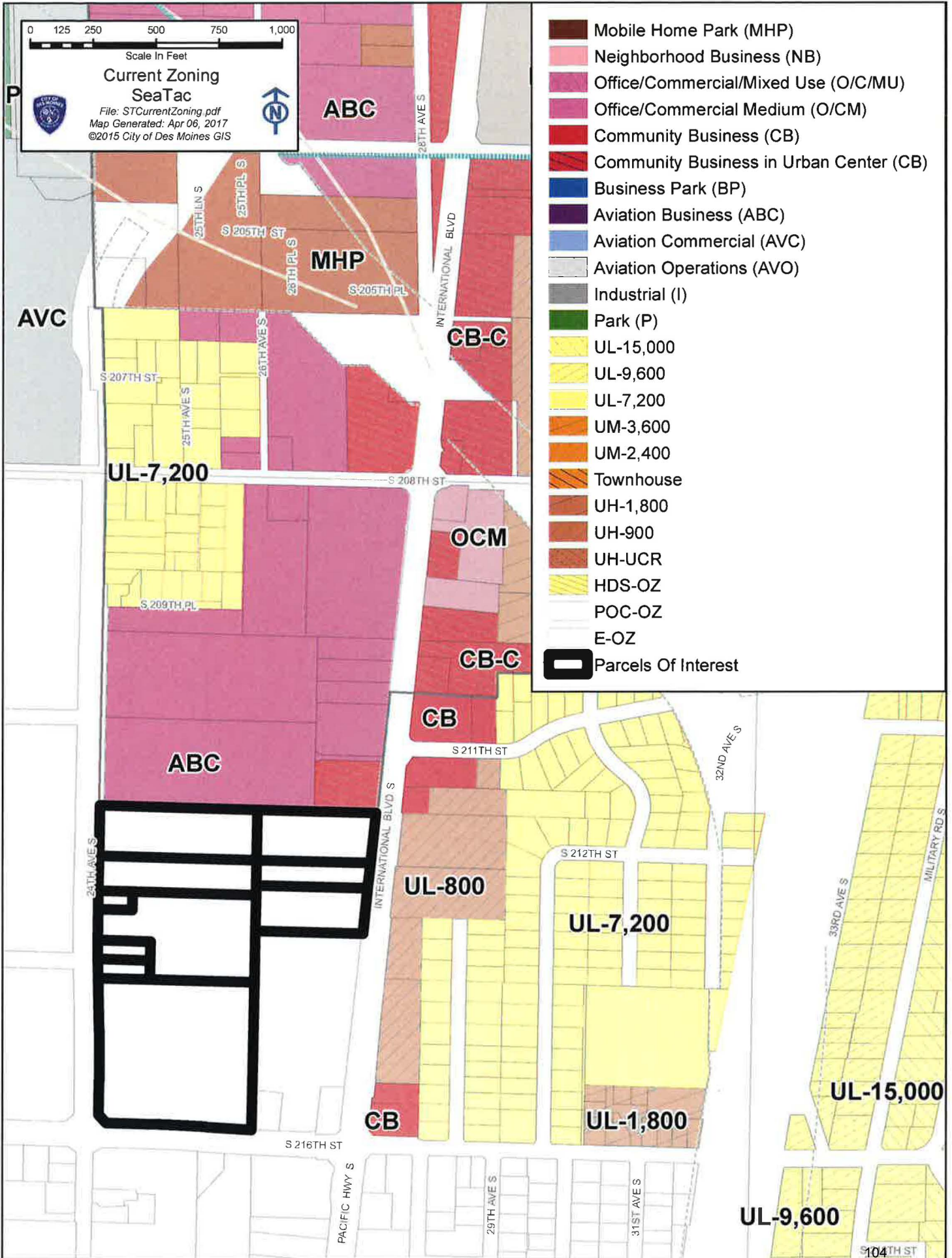
File: DMCurrentZoning.pdf
Map Generated: Apr 06, 2017
©2015 City of Des Moines GIS

Zoning Designations

- R-SE Residential: Suburban Estates
- RS-9600 Residential: Single Family 9600
- RS-8400 Residential: Single Family 8400
- RA-3600 Residential: Attached Townhouse & Duplex
- RM-2400 Residential: Multifamily 2400
- RM-1800 Residential: Multifamily 1800
- RM-900 Multifamily 900
- B-P Business Park
- PR-R Pacific Ridge Residential
- PR-C Pacific Ridge Commercial
- Parcels Of Interest

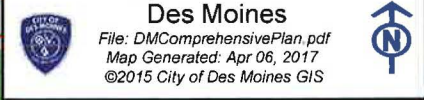




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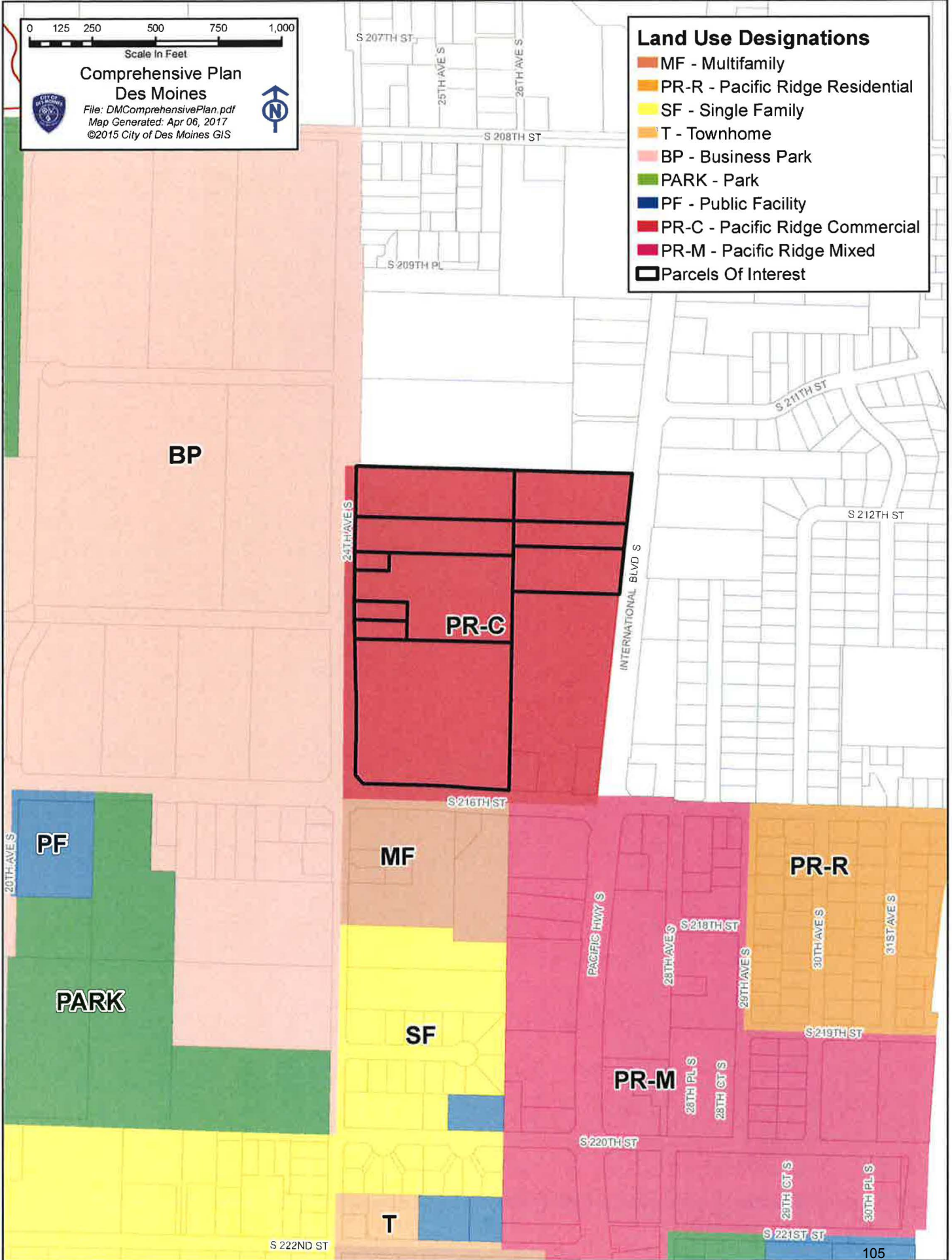
**Comprehensive Plan
Des Moines**

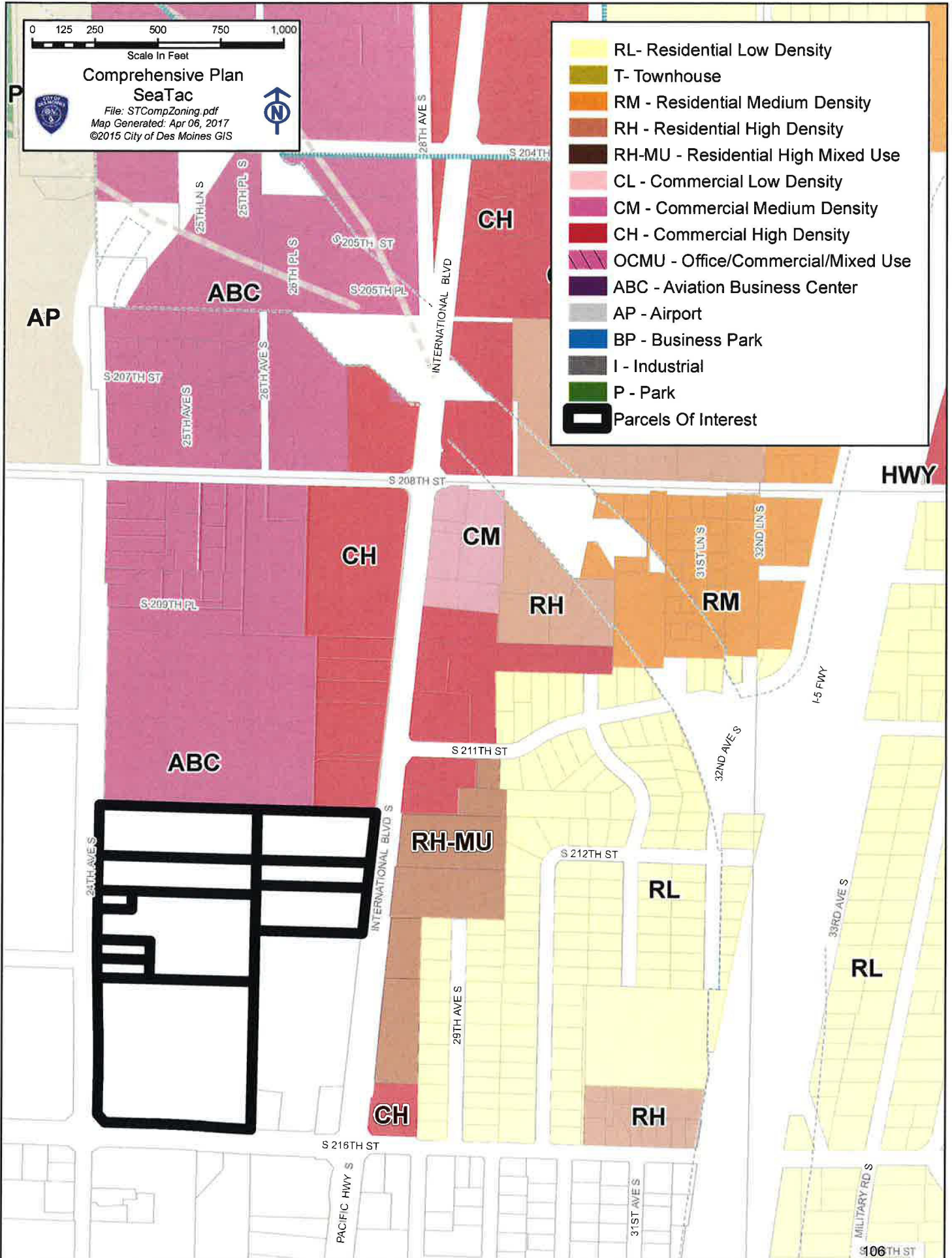
File: DMComprehensivePlan.pdf
Map Generated: Apr 06, 2017
©2015 City of Des Moines GIS



Land Use Designations

- MF - Multifamily
- PR-R - Pacific Ridge Residential
- SF - Single Family
- T - Townhome
- BP - Business Park
- PARK - Park
- PF - Public Facility
- PR-C - Pacific Ridge Commercial
- PR-M - Pacific Ridge Mixed
- Parcels Of Interest







Planning, Building, and Public Works Department
 DEVELOPMENT SERVICES
 21630 11th Avenue South Suite D
 Des Moines, WA 98198
 (206) 470-7176 | www.desmoineswa.gov

Master Development Application

Application Date: <u>March 8, 2017</u>		Permit No.: <u>LU A 2017-0006</u>											
PROPERTY INFORMATION													
Site Address: <u>Unknown</u>		Parcel Number: <u>0922049126,0922049069,0922049053,0922049083,C</u>											
Project Name: <u>Des Moines Creek Business Park - Phase IV</u>													
Site Area: <u>975,712 sf (22.40 Acres)</u>		Current Building Square Footage: <u>Unknown</u>											
Zoning: <u>PR-C</u>		Proposed Building Square Footage: <u>2 Building (491,931 sf total)</u>											
Comprehensive Plan Designation: <u>PR-C</u>		Proposed Number of Units or Lots: <u>2 Buildings</u>											
<p>Check all Environmentally Critical Areas located on the site (see Chapter 16.10 DMMC for definitions):</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> Geologically Hazardous Areas</td> <td><input type="checkbox"/> Wetlands</td> </tr> <tr> <td><input type="checkbox"/> Erosion and Landslide Hazard Areas</td> <td><input type="checkbox"/> Frequently Flooded Areas</td> </tr> <tr> <td><input type="checkbox"/> Seismic Hazard Areas</td> <td><input type="checkbox"/> Fish and Wildlife Habitat Conservation Areas</td> </tr> <tr> <td><input type="checkbox"/> Ravine Sidewalls and Bluffs</td> <td><input type="checkbox"/> Critical Aquifer Recharge Areas</td> </tr> <tr> <td><input type="checkbox"/> Hillsides</td> <td><input type="checkbox"/> Streams</td> </tr> </table> <p><u>List any special studies that have been completed:</u></p>				<input type="checkbox"/> Geologically Hazardous Areas	<input type="checkbox"/> Wetlands	<input type="checkbox"/> Erosion and Landslide Hazard Areas	<input type="checkbox"/> Frequently Flooded Areas	<input type="checkbox"/> Seismic Hazard Areas	<input type="checkbox"/> Fish and Wildlife Habitat Conservation Areas	<input type="checkbox"/> Ravine Sidewalls and Bluffs	<input type="checkbox"/> Critical Aquifer Recharge Areas	<input type="checkbox"/> Hillsides	<input type="checkbox"/> Streams
<input type="checkbox"/> Geologically Hazardous Areas	<input type="checkbox"/> Wetlands												
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<input type="checkbox"/> Seismic Hazard Areas	<input type="checkbox"/> Fish and Wildlife Habitat Conservation Areas												
<input type="checkbox"/> Ravine Sidewalls and Bluffs	<input type="checkbox"/> Critical Aquifer Recharge Areas												
<input type="checkbox"/> Hillsides	<input type="checkbox"/> Streams												
<p>Project Description:</p> <p>Construction of two tilt-up concrete speculative warehouse buildings approximately 40' tall. Building A is approximately 266,013sf and Building B is approximately 225,918 sf for a total of 491,931 sf. Both buildings will be fully sprinkled.</p>													
APPLICANT/PRIMARY PROJECT CONTACT		PROPERTY OWNER											
Name:	<u>Todd Schutz</u>	<input type="checkbox"/> Same as applicant											
Mailing Address:	<u>2505 Third Avenue, Suite 324</u>	Name:	<u>Multiple</u>										
City, State, Zip:	<u>Seattle, WA 98121</u>	Mailing Address:	<u>900 SW 16th St., Suite 330</u>										
Phone Number:	<u>(206) 720-7001</u>	City, State, Zip:	<u>Renton, WA. 98057</u>										
Email:	<u>todd@craftarchitects.com</u>	Phone Number:	<u>(206) 838-3846</u>										
Relationship to Property:	<u>Architect</u>	Email:	<u>DBelk@panattoni.com</u>										

MAR 08 2017

TYPE OF REVIEW(S)

Check all review types that apply. Fees are based on the current Development Services Fee Schedule.

Planning and Land Use Services

- | | | |
|---|--|---|
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Variance | <u>Zoning Code Deviations</u> |
| <input type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Zone Reclassification | <input type="checkbox"/> Administrative |
| <input type="checkbox"/> Design Review | <input type="checkbox"/> Unclassified Use Permit | <input type="checkbox"/> Hearing Examiner |
| <input type="checkbox"/> Code Interpretation | <input type="checkbox"/> Domestic Animal Review | |
| <input type="checkbox"/> Legal Lot of Record Research | <input type="checkbox"/> Appeal | |

Subdivision and Land Alteration Services

- | | |
|--|---|
| <p><u>Lot Line Adjustments</u></p> <p><input type="checkbox"/> Lot Consolidations</p> <p><input type="checkbox"/> Encroachment Resolution/Minor</p> <p><input type="checkbox"/> Reorientations</p> <p><u>Subdivisions</u></p> <p><input type="checkbox"/> Preliminary</p> <p><input type="checkbox"/> Final</p> <p><u>Short Subdivisions</u></p> <p><input type="checkbox"/> Preliminary</p> <p><input type="checkbox"/> Final</p> <p><u>Modified Short Subdivisions</u></p> <p><input type="checkbox"/> Preliminary</p> <p><input type="checkbox"/> Final</p> | <p><input type="checkbox"/> Land Clearing, Grading or Filling</p> <p><input type="checkbox"/> Minor Deviations</p> <p><u>Planned Unit Developments (PUD)</u></p> <p><input checked="" type="checkbox"/> Preliminary</p> <p><input checked="" type="checkbox"/> Final</p> <p><u>Modified Subdivisions</u></p> <p><input type="checkbox"/> Preliminary</p> <p><input type="checkbox"/> Final</p> <p><u>Binding Site Plans</u></p> <p><input type="checkbox"/> Preliminary</p> <p><input type="checkbox"/> Final</p> <p><u>Master Plan Review</u></p> <p><input type="checkbox"/> Projects less than 5 acres</p> <p><input type="checkbox"/> Projects greater than 5 acres</p> |
|--|---|

Environmental Services

- | | |
|--|--|
| <p><u>Shorelines</u></p> <p><input type="checkbox"/> Shoreline Exemption</p> <p><input type="checkbox"/> Shoreline Substantial Development Permit</p> <p><input type="checkbox"/> Shoreline Conditional Use Permit</p> <p><input type="checkbox"/> Shoreline Variance</p> <p><u>State Environmental Policy Act (SEPA)</u></p> <p><input type="checkbox"/> Minor Activities</p> <p><input type="checkbox"/> Single-Family Residential Development</p> <p><input type="checkbox"/> Other</p> | <p><u>Critical Areas Review</u></p> <p><input type="checkbox"/> Minor Activities</p> <p><input type="checkbox"/> Single-Family Residential Development</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Tree and Vegetation Removal/Pruning</p> |
|--|--|

STATEMENT OF OWNERSHIP AND HOLD HARMLESS AGREEMENT

Statement of Ownership:

The undersigned property owner(s), under penalty of perjury, each state that they are all the legal owners of the property described herein and authorize individuals or entities identified herein as applicants to file this application allowing for said property's development.

Authority to Enter Property:

The undersigned property owner(s) do hereby authorize employees of the City of Des Moines to enter onto property described in this application to examine and inspect as necessary to process this development application.

Hold Harmless Agreement:

The undersigned, certifies under penalty of perjury, the truth and/or accuracy of all statements, designs, plans and/or specifications submitted with said application and hereby agrees to defend, pay and save harmless the City of Des Moines, its officers, employees, and agents from any and all claims, including costs, expenses and attorney's fees incurred in investigation and defense of said claims whether real or imaginary which may be hereafter made by any person including the undersigned, his successors, assigns, employees and agents, and arising out of reliance by the City of Des Moines, its officers, employees and agents upon any maps, designs, drawings, plans or specifications, or any factual statements, including the reasonable inferences to be drawn therefrom contained in said application or submitted along with said application.

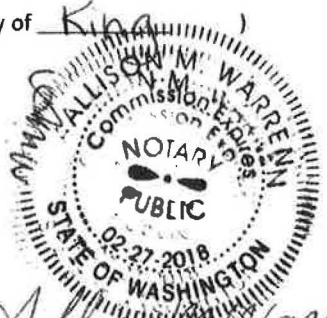
Zoe Carlson
Signature

Signature

Zoe Carlson
Name

Name

STATE OF WASHINGTON)
County of King)



I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 8 day of March, 2017, Zoe Carlson personally appeared before me, to me known as the individual(s) empowered to execute the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Allison M. Warren
NOTARY PUBLIC in and for the State of Washington, residing at King County.
My Commission expires: 02/27/2018

STATEMENT OF OWNERSHIP AND HOLD HARMLESS AGREEMENT

Statement of Ownership:

The undersigned property owner(s), under penalty of perjury, each state that they are all the legal owners of the property described herein and authorize individuals or entities identified herein as applicants to file this application allowing for said property's development.

Authority to Enter Property:

The undersigned property owner(s) do hereby authorize employees of the City of Des Moines to enter onto property described in this application to examine and inspect as necessary to process this development application.

Hold Harmless Agreement:

The undersigned, certifies under penalty of perjury, the truth and/or accuracy of all statements, designs, plans and/or specifications submitted with said application and hereby agrees to defend, pay and save harmless the City of Des Moines, its officers, employees, and agents from any and all claims, including costs, expenses and attorney's fees incurred in investigation and defense of said claims whether real or imaginary which may be hereafter made by any person including the undersigned, his successors, assigns, employees and agents, and arising out of reliance by the City of Des Moines, its officers, employees and agents upon any maps, designs, drawings, plans or specifications, or any factual statements, including the reasonable inferences to be drawn therefrom contained in said application or submitted along with said application.

Robert E. Fasney
Signature

Signature

Robert E. Fasney
Name

Name

Arizona
STATE OF WASHINGTON)
County of Yuma)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 23 day of March 2017 Robert E. Fasney personally appeared before me, to me known as the individual(s) empowered to execute the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Stephanie Fredrick
NOTARY PUBLIC in and for the State of Washington, residing at Arizona Yuma county.
My Commission expires: 3-23-20



STATEMENT OF OWNERSHIP AND HOLD HARMLESS AGREEMENT

Statement of Ownership:

The undersigned property owner(s), under penalty of perjury, each state that they are all the legal owners of the property described herein and authorize individuals or entities identified herein as applicants to file this application allowing for said property's development.

Authority to Enter Property:

The undersigned property owner(s) do hereby authorize employees of the City of Des Moines to enter onto property described in this application to examine and inspect as necessary to process this development application.

Hold Harmless Agreement:

The undersigned, certifies under penalty of perjury, the truth and/or accuracy of all statements, designs, plans and/or specifications submitted with said application and hereby agrees to defend, pay and save harmless the City of Des Moines, its officers, employees, and agents from any and all claims, including costs, expenses and attorney's fees incurred in investigation and defense of said claims whether real or imaginary which may be hereafter made by any person including the undersigned, his successors, assigns, employees and agents, and arising out of reliance by the City of Des Moines, its officers, employees and agents upon any maps, designs, drawings, plans or specifications, or any factual statements, including the reasonable inferences to be drawn therefrom contained in said application or submitted along with said application.

Shirley A. Stalgis
Signature

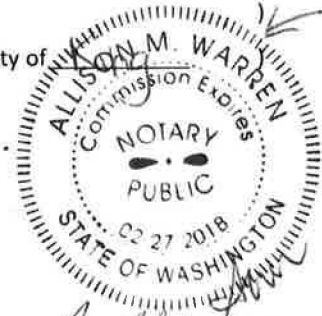
Signature

Shirley A. Stalgis
Name

Name

STATE OF WASHINGTON

County of King



I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 3 day of March, 2017, Shirley Stalgis personally appeared before me, to me known as the individual(s) empowered to execute the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Allison M. Warren
NOTARY PUBLIC in and for the State of Washington, residing at King County.

My Commission expires: 02/27/2018

STATEMENT OF OWNERSHIP AND HOLD HARMLESS AGREEMENT

Statement of Ownership:

The undersigned property owner(s), under penalty of perjury, each state that they are all the legal owners of the property described herein and authorize individuals or entities identified herein as applicants to file this application allowing for said property's development.

Authority to Enter Property:

The undersigned property owner(s) do hereby authorize employees of the City of Des Moines to enter onto property described in this application to examine and inspect as necessary to process this development application.

Hold Harmless Agreement:

The undersigned, certifies under penalty of perjury, the truth and/or accuracy of all statements, designs, plans and/or specifications submitted with said application and hereby agrees to defend, pay and save harmless the City of Des Moines, its officers, employees, and agents from any and all claims, including costs, expenses and attorney's fees incurred in investigation and defense of said claims whether real or imaginary which may be hereafter made by any person including the undersigned, his successors, assigns, employees and agents, and arising out of reliance by the City of Des Moines, its officers, employees and agents upon any maps, designs, drawings, plans or specifications, or any factual statements, including the reasonable inferences to be drawn therefrom contained in said application or submitted along with said application.

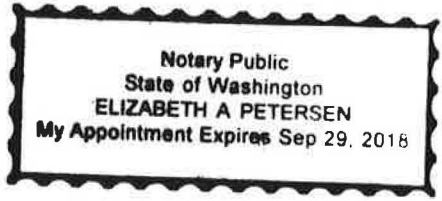
JK Miyahara-Towe
Signature

Signature

JK Miyahara-Towe
Name

Name

STATE OF WASHINGTON)
)
County of King)



I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 7th day of March 2018, JK Miyahara-Towe personally appeared before me, to me known as the individual(s) empowered to execute the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

E.A. Petersen, Elizabeth A. Petersen
NOTARY PUBLIC in and for the State of Washington, residing at King County.
My Commission expires: 09/29/2018

STATEMENT OF OWNERSHIP AND HOLD HARMLESS AGREEMENT

Statement of Ownership:

The undersigned property owner(s), under penalty of perjury, each state that they are all the legal owners of the property described herein and authorize individuals or entities identified herein as applicants to file this application allowing for said property's development.

Authority to Enter Property:

The undersigned property owner(s) do hereby authorize employees of the City of Des Moines to enter onto property described in this application to examine and inspect as necessary to process this development application.

Hold Harmless Agreement:

The undersigned, certifies under penalty of perjury, the truth and/or accuracy of all statements, designs, plans and/or specifications submitted with said application and hereby agrees to defend, pay and save harmless the City of Des Moines, its officers, employees, and agents from any and all claims, including costs, expenses and attorney's fees incurred in investigation and defense of said claims whether real or imaginary which may be hereafter made by any person including the undersigned, his successors, assigns, employees and agents, and arising out of reliance by the City of Des Moines, its officers, employees and agents upon any maps, designs, drawings, plans or specifications, or any factual statements, including the reasonable inferences to be drawn therefrom contained in said application or submitted along with said application.

Jaspal Singh Cheema
Signature

P. Cheema
Signature

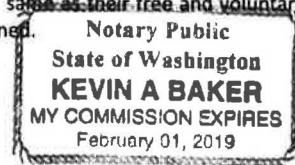
JASPAL SINGH CHEEMA
Name

Parneet Kaur Cheema
Name

STATE OF WASHINGTON)
)
County of Whitman)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 23 day of March, 2017, Jaspal Singh Cheema / Parneet Cheema personally appeared before me, to me known as the individual(s) empowered to execute the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Kevin A. Baker
NOTARY PUBLIC in and for the State of Washington, residing at Whitman County.
My Commission expires: Feb 01, 2019





March 27, 2017

City of Des Moines – Development Services Division
 21630 11th Avenue South, Suite D
 Des Moines, Washington 98198

Project Narrative – Panattoni Development – Des Moines Creek Business Park, Phase IV

The site is approximately 975,712 sf (22.40 acres), with street frontage on Pacific Highway South, 24th Avenue South and South 216th Street. A portion of the site is currently developed as a nursery with various buildings on site. There are also a number of single family homes along 24th Avenue South.

Panattoni plans to demolish the existing buildings, and redevelop the site by constructing two tilt-up concrete buildings (approximately 266,013 sf and 246,108 sf respectively), with associated loading/truck yard, parking, landscaping, and storm water detention similar to the attached site plan and preliminary utility plan.

The proposed project includes one car ingress/egress point from Highway 99, one car ingress/egress point from 24th Avenue South, and two primary truck ingress/egress points, one off of 24th Avenue South and one off of South 216th Street. Ingress and egress points are linked by a 26' wide fire access/truck roadway around Building A and Building B. A 10' landscape buffer is provided along Pacific Highway South, 24th Avenue South and South 216th Street in order to screen parking per the PR-C Design Guidelines. A minimum of 5' landscape buffers are provided around the remainder of the site. The northeast corner of Building A is 40' from the north property line, which will require a 3-hour rating of the north façade of Building A; this is achieved with tilt-up concrete construction. All other facades of both Building A and Building B are either greater than 60' from property lines or abut a public right of way in order to achieve unlimited area.

Building A is approximately 266,013 sf, with a rectangular footprint oriented east-west. The building will be one story, Type III-B construction, fully sprinkled with an ESFR sprinkler system. While the tenant(s) are not identified at this time, industry norms are generally 95% warehouse and 5% associated office space. Interior racking and mezzanines will be provided to meet tenant requirements. The building height will be based upon tenant needs, approximately 35'-40'.

Building B is approximately 246,108 sf, with a rectangular footprint oriented north-west. The building will be one story, Type III-B construction, fully sprinkled with an ESFR sprinkler system. While the tenant(s) are not identified at this time, industry norms for a building of this size are generally 95% warehouse and 5% associated office space. The building height will be based upon tenant needs, approximately 35'-40'.

Building A has a truck court oriented to the south with the capacity for approximately 45 truck loading bays. Building B has a truck court oriented to the east with the capacity for approximately 34 truck loading bays. The truck courts were oriented as best as possible to minimize impacts to Pacific Highway South, 24th Avenue South and South 216th Street.

Ordinance No. 1672 that was enacted on 1/19/17 established the proposed warehouses as a permitted use in the PR-C zone and the process by which they would be reviewed; namely, the planned unit development process. Per Des Moines Municipal Code section 18.230.030, the purpose of a planned unit development is "to produce a development that would be as good or better than that resulting from the traditional lot by lot development"; "to permit developments which will provide a desirable and stable environment in harmony with that of the surrounding area"; to permit flexibility that will encourage a more creative approach in the development of land, and will result in a more efficient, aesthetic, and desirable

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use of open area”; and “to permit flexibility in design, placement of buildings, use of open spaces, circulation facilities, off-street parking areas, and to best utilize the potentials of sites characterized by special features of geography, topography, size, or shape.”

As the PUD provides a mechanism to allow flexibility in building and site design, as delineated in DMMC 18.230.120, this project proposes to conform to the general characteristics outlined in the PR-C Design Guidelines to support the vision for Pacific Ridge while proposing minor deviations where necessary. For example, trailer storage and truck courts have been oriented away from the surrounding streets in order to obscure their view from main pedestrian and vehicle circulation. Building B is sited so that its south façade is aligned with the south property line of the site, promoting a more urban feel. Where parking is proposed adjacent to public streets, a 3' hedge is proposed (in addition to retaining walls) in order to minimize the impact of parking functions on the general public.

Overall, this proposed development is compatible with the Pacific Ridge Design Guidelines stated objectives, including creating a high-quality built environment and construction using durable materials that enhance the built environment and minimize the need for maintenance.

1. Site Design

a. Site Design Concept

The intent of this guideline is to encourage clear and unifying site organization and composition of building and landscape; upgrade overall visual appearance; promote ease of use, comfort and safety; stabilize and improve property values; reduce and discourage crime.

Located between Pacific Highway South and 24th Ave. S. along S. 216th St., the L-shaped site is situated lower than Pacific Highway South to the east and higher than 24th Ave. S. to the west. The clear, orderly arrangement of the two buildings works with this topography and allows for straightforward vehicle and pedestrian circulation. Landscaping will augment the relationship between the buildings and the surrounding streets, providing a human-scaled transition for both visitors to the site and passersby.

b. Relationship to Street

The intent of this guideline is to create an active, safe environment; upgrade visual appearance; unify the streetscape; ensure visibility and accessibility of building access; ensure entrances are a prominent element of streetscape.

There are four street connections proposed with this development: a trucks-only access point along 24th Ave. S., a cars-only access point along 24th Ave S., a trucks-only access point along S. 216th St., and a cars-only (right in/right out) access point along Pacific Highway South. Building A includes two corners of the building with enhanced building entry/office node features; one office node is oriented towards 24th Ave S., and the other is oriented towards Pacific Highway South. The primary office entrances for Building B are proposed to align with 24th Ave. S. Public sidewalks are in existence along Pacific Highway South and the recently redeveloped S. 216th St. sides of the development.

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The Pacific Ridge Neighborhood Design Guidelines encourages surface parking areas placed to the side or in back of a building; instead, this proposed development orients the long facades of overhead doors and truck loading so that this utilitarian function is not aligned with the surrounding streets. The surface parking is more functionally aligned with the main office entrances, and are separated into several smaller parking areas rather than one large parking area.

c. Street Corners

The intent of this guideline is to increase prominence of buildings; add visual interest; improve access to buildings located on corner lots.

The southwest corner of the site, at S. 216th St. and 24th Ave. S., has recently been improved with a monument sign by the City of Des Moines, as part of the improvements to S. 216th St. Building B sits back from this corner, to allow for appropriate sight lines and a pedestrian-scaled street corner. There is some surface parking located at the corner of S. 216th St. and 24th Ave. S; this parking serves the functional purpose of being in close proximity to a main building entrance. The corner of Building B that aligns with this intersection is proposed to be enhanced with glazing and façade modulation including entry canopies and green walls to create an attractive, appealing interface with the adjacent street corner.

d. Continuity with Adjacent Sites

The intent of this guideline is to develop a visually consistent building line; promote physical connections between sites; promote appropriate transitions between development and uses.

This proposed development will be similar in functionality and complementary in style to the adjacent Des Moines Creek Business Park buildings across 24th Ave. S., and the adjacent Prologis Park SeaTac to the north. Building setbacks are consistent with these adjacent light industrial properties, creating an “edge” and visual continuity. On-site vehicular circulation is compatible with street circulation and pedestrian walkways; car and truck traffic has been separated into different access points for safety and ease of circulation.

e. Shared Facilities

The intent of this guideline is to promote coordinated development/ joint development between adjacent properties; promote efficient use of resources that may be shared.

Adjacent sites are not currently undergoing development, so the potential for a coordinated development is not feasible at this time. However, the overall intent of the proposed development is to create a campus-like setting when viewed as a whole, in conjunction with the adjacent Des Moines Creek Business Park and other nearby light industrial properties.

f. Vehicular Circulation

The intent of this guideline is to provide safe, convenient vehicular access, minimizing compromises to pedestrian environment; promote efficient use and higher utilization of land area; eliminate duplicative facilities; minimize impact of vehicle ingress/egress on traffic flow; reduce impact of curb cuts on pedestrian walkways.

The proposed development separates service vehicle/truck access and loading zones from pedestrian areas. Contrasting paving materials will be utilized at crosswalks and driveways in order to distinguish between pedestrian and vehicle circulation areas. The site landscaping will be designed such that views of pedestrians or drivers are not blocked where their movements intersect; a minimum 10 foot wide landscaped buffer is provided between all parking areas and public street right-of-ways.

On-site directional signs will be provided to clearly mark vehicular routes. There are only four street connections proposed with this development, in order to ensure efficiency: a trucks-only access point along 24th Ave. S., a cars-only access point along 24th Ave S., a trucks-only access point along S. 216th St., and a cars-only (right in/right out) access point along Pacific Highway South.

g. Parking

The intent of this guideline is to minimize visual impact of paved areas, increase site utilization by reducing land area devoted to parking; increase attractiveness for pedestrians.

The proposed parking layout for this development is well-organized; compact stalls are provided where possible and aisle widths are not excessive in width. The parking areas proposed are concentrated where they will be the most needed: nearest the main office entrances of each building, which will in turn minimize unnecessary pedestrian circulation throughout the site.

Parking areas are designed as efficient double-loaded drive aisles, with a landscape island a minimum of every ten stalls to create visual breaks in the parking row. Bicycle parking racks will be provided in convenient and safe locations. The parking areas that are directly adjacent to public streets (along 24th Ave. S. and Pacific Highway South, are separated from the right-of-way by a low screening hedge in order to minimize the visual impact of the parking areas. The topography of the site will aid in this effort as well, as the parking area along Pacific Highway South will be quite a bit lower than the road; the parking areas along 24th Ave. S., will be quite a bit higher than the road.

h. Pedestrian Connections

The intent of this guideline is to improve the pedestrian environment: making it easier, safer and comfortable to walk between buildings and from street to building entries; reduce number of vehicle trips, make businesses accessible and convenient for residents; provide safe routes for pedestrians and the disabled; improve surveillance of transit areas; accommodate transit use.

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Each of the two buildings has a dedicated sidewalk creating an accessible route to the public way; these sidewalks will connect all main building entrances to the perimeter public circulation paths in a safe and efficient manner. Sidewalks connecting the two buildings to each other are not included in the proposed development at this time.

There are nearby transit stops along S. 216th St. as well as Pacific Highway South; these pedestrian connections between the site and the public circulation path will be attractive to employees and visitors to these buildings who may arrive via public transit.

- i. Pedestrian Amenities**
- j. Open Space**

The intent of this guideline is to encourage and support a high level of pedestrian activity; create a pleasant, convenient environment for pedestrians, cyclists, and disabled; provide a variety of attractive pedestrian friendly areas; improve visual appearance.

This proposed development has provided several attractive pedestrian-friendly features in order to support a comfortable environment for pedestrians. Weather protection in the form of overhanging canopies is provided at each prominent office building entrance, as well as pedestrian-oriented signage at each entrance. Decorative screen walls are included on each street-facing building façade, which will provide a place for vertical greenery to grow and allow for a textural, human-scaled element on the building walls. Light fixtures on the building will also highlight these features.

Along the north end of 24th Ave S., a vertical face of the stormwater vault that will be placed below the parking area will be visible. Enhancing this with mural artwork or greenery will create an attractive feature for pedestrians along 24th Ave S.

The landscape design for the development is also intended to augment the pedestrian experience of this site. Benches and picnic tables may be added in order to provide a place of relaxation or rest to the pedestrians on site.

The Pacific Ridge Neighborhood Design Guidelines provides a list of multiple different amenity suggestions that may be used to meet the intent of the guideline. This development proposes to incorporate four of these amenities: pedestrian weather protection in the form of canopies, pedestrian oriented signage, decorative mural and screen walls, and bike racks.

- k. Site Design for Safety**

The intent of this guideline is to ensure site design promotes personal safety and property security; night time environment is safe and inviting; ensure lighting does not interfere with other site functions; landscaping does not compromise site lighting and visibility; encourage selection of plant selection based on site security needs.

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The two buildings in this development are sited such that surveillance opportunities from surrounding streets is maximized; sight lines will allow observation of outdoor on-site activities by building occupants and passersby. The main building entrance areas are wrapped in glazing, allowing building inhabitants to monitor the activities on site and beyond.

Exterior lighting will be provided such that at least 2 footcandles are provided at building entrances and pedestrian walkways, and 1 footcandle is provided at parking areas. It is not intended that plant growth in landscaped areas will interfere with site surveillance opportunities. No dead-end spaces are included on site.

I. Siting & Screening for Service Areas

The intent of this guideline is to minimize visual presence of service areas and potential conflicts for businesses, customers, and property owners; ensure access to service areas.

As the proposed development includes two large light industrial buildings, an important functional feature of these buildings is their truck courts, or loading areas. The buildings have been sited so that these loading areas do not face the surrounding streets, and are further screened from view by building projections on either side of the loading areas. Trash enclosures have also been provided for each of these buildings, located near their respective loading areas for ease of servicing.

1. Building Design

a. Architectural Concept

The intent of this guideline is to encourage building design in which the organization is easily understood, appropriate to the site, and becomes a positive element in the architectural character; creative, functional, architectural design and site organization; strong architectural concept on sites with multiple buildings; use of forms, elements, and materials, that provide visual interest and human scale in new buildings.

The inherent nature of a speculative light industrial building yields a design and organization to support its function. The exterior perimeter is tilt-up concrete, with a grid of steel columns supporting a flat roof hidden by the parapet of the building. Maximizing the number of dock-high overhead loading doors is of critical importance to the functionality of the building, as is providing appropriate clear height and internal space for the arrangement of racking and other warehouse needs. Office areas, delineated by glazing and entrance features, are provided in appropriate intervals based on anticipated leasable space configurations. Human scale is accommodated in the separation of truck traffic from the other areas of the site, as well as well-designed building entrances.

As there are two large buildings on this proposed site, it is intended that the two are designed in a cohesive manner and are also complementary in style to the surrounding existing light industrial neighbors.

b. Architectural Relationships

The intent of this guideline is to reinforce positive visual qualities of the area; support development of new architectural context; ensure new development is keeping with existing architectural context; encourage new development that incorporates design features that establish a scale compatible with the desired character.

As this proposed development includes two large buildings, it is important they employ measures to reduce apparent building mass to the surrounding area. Modulation is provided at the main office entrances of Building A: a 4 foot step in the building façade is provided where glazing indicates a change in internal function.

In addition, articulation is provided on all sides of both buildings, and on the street-facing facades in particular: strong vertical and horizontal reveals, and three dimensional detail using applied steel channels and green trellis walls are all included in the design in order to create shadow lines and break up the flat surfaces of the facades. A change in texture is provided in areas using formliner, and each of the facades employ a set of two field colors and a contrasting accent color in highlighted areas.

At the street-facing facades, a thickened panel section is employed in order to bring the scale of the wall down to a more human level. On these facades, the required fire department access doors are highlighted and set off with applied steel channels and connecting vertical tie rods.

c. Building Elements, Details, Materials

The intent of this guideline is to ensure buildings take advantage of prominent locations by incorporating unique, distinctive architectural features; emphasize important intersections; add visually interesting, identifiable elements to streetscape; provide an understandable relationship between the overall massing of the building and its architectural elements and details; employ architectural elements and details that reduce apparent scale of a building; provide for "human scale" in building design; promote building design in which details are proportionate and consistent in architectural character with the structure and/or development; minimize maintenance needs and discourage vandalism; employ lighting as a positive feature that contributes to the overall design of the building.

This development will be noticeable to the surrounding area, and as such, intends to utilize design features, details and materials in order to maximize the opportunity for visual interest.

Main building entrances are provided at the corners of the buildings and at the center of the long façade of Building B that fronts on 24th Ave. S. These entrances will be glazed from grade to 12 feet above grade, and glazing will also be provided where a second story office may be built. The entrance door will be highlighted with a canopy in an accent color, held off the building with vertical tie rods in a contemporary, industrial aesthetic. This entrance area will also employ

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vertical and horizontal reveals as well as formliner to achieve a textural contrast. Color contrast will be provided through the use of two different base paint colors plus an accent color.

These corner entrances are further emphasized by a higher parapet; this accentuates the roofline and provides a visual clue to the differentiation in function of this area of the building.

It is the intention that these buildings are designed such that their details relate to the overall form and massing; these are large concrete buildings, and the scale of the accompanying details must be appropriate and well-proportioned. Add-on elements or ornamentation that is not related to the building function has been avoided.

In order to achieve a human scale, since these buildings are over 100 feet wide, several distinctive elements were incorporated into the building design. Individual clerestory windows are provided around the entire perimeter of the buildings, covered entries are provided at main entrances, smaller building elements are provided such as steel channels with tie rod accents at all fire department access doors, and exterior pedestrian oriented space is provided.

Durable, high quality building materials are provided throughout; this will provide a sense of permanence and will foster the ongoing maintenance and upkeep of this development.

d. Pedestrian- Friendly Features

The intent of this guideline is to make walking to and among businesses/ residences a positive, attractive, engaging experience; encourage a successful neighborhood commercial districts and support active sidewalk environment; attractive and interesting facades that create visual interest; reduce negative visual impact of large, undifferentiated exterior building walls that face public areas; provides inviting, interesting, identifiable, and convenient building entries; enhance pedestrian environment.

Pedestrian friendly facades are provided at each main entrance near the parking areas. Transparent window areas will allow building inhabitants to keep an eye on the exterior, overhead weather protection in the form of canopies, and pedestrian-scaled signage will make the building entrances inviting.

Beyond the main entrance areas, the street-facing facades will employ green trellis walls at each thickened panel, set apart by steel channels in a contrasting color. The tops of these thickened panels are treated with coping, similar to the roofline, which brings the scale of these sections down to a more pedestrian-friendly level.

e. Mechanical Equipment

The intent of this guideline is to minimize the negative visual and aural impact of mechanical equipment and utilities.

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It is intended that mechanical equipment will be roof-mounted, and will be either located so that it is not visible from public streets and adjacent properties, or screened to achieve this effect.

Utility boxes will be made to appear as an integral part of the building and sited such that they may be maintained without damaging the landscaping.

3. Landscaping Design

a. Landscape Design

The intent of this guideline is to ensure private landscaping reinforces, complements and enhances public streetscape improvements; reinforce positive visual elements; ensure landscape design is an integral part of overall site design and reinforces site functions; use landscape design to advantage in the economic revitalization of the area; use landscape design to soften the transition between different land uses; ensure that landscape design does not compromise site safety; achieve greater continuity and transition so that public streetscape and private landscape appear unified; augment the visual impact of planting in the public right-of-way; improve pedestrian environment

It is the intent of this development to provide a landscape design that enhances the site and character of the buildings. As per the guidelines, the landscape design will provide a pleasant transition to the site, improve the appearance of the parking and vehicular areas, screen views, organize and enhance the different spaces and functions on site.

A mix of shade trees, shrubs, and groundcover is proposed in order to fulfill both the aesthetic and functional goals for this development.

b. Planting Design

The intent of this guideline is to encourage selection of plant materials that will enhance the overall landscape design concept, and provide for variety and visual interest on the site; encourage use of plant materials that will survive with minimal or reasonable maintenance, are resistant to drought, and appropriate for local conditions; conserve and enhance the aesthetic value of the area through the retention of mature vegetation; to take advantage of natural drainage and erosion control; to minimize maintenance costs.

A combination of trees, shrubs, groundcover plants will be incorporated into the landscape design, including native and northwest-adapted plant material. Vines and trellising plant material will be utilized for the vertical green wall elements on the street-facing facades of the two buildings.

It is the goal of the landscape design to employ principles such as unity, focus, variety, consistency, appropriateness, and density when plants are selected and arranged.

Plants adjacent to signs will be selected and maintained to ensure they do not obscure the signs.

An existing significant tree at the corner of 24th Ave. S. and S. 216th St. is planned to be retained.

4. Signs

a. Signage Concept

The intent of this Guideline is to employ signs as a positive element in site and building design, complementing the streetscape and private improvements.

It is the intention of this development to utilize a signage concept that is cohesive and complementary to the overall building design. All signs on site will be coordinated, and will display similar design characteristics.

Sign locations will be provided for in the building design, and important design features will not be obscured by signage. Color schemes and details will be coordinated with the architectural scheme.

b. Sign Placement

The intent of this Guideline is to provide signs that are easy to read; signage is properly scaled; help create a pedestrian-friendly environment; enable customer, suppliers, and emergency vehicles to easily find businesses and service areas; coordinate signage with landscaping; provide a transition from the vertical elements of the freestanding sign to the horizontal site elements; increase visibility of site signage from the public street; place signage where it is unlikely to be damaged.

Monument signs may be added at the primary truck entrances on 24th Ave. S. and S. 216th St. These monument signs will provide a wayfinding function and will be complementary in form and aesthetic to the overall building design.

Directional signage on site and building identification numbers that are visible from the street will be provided.

c. Sign Design

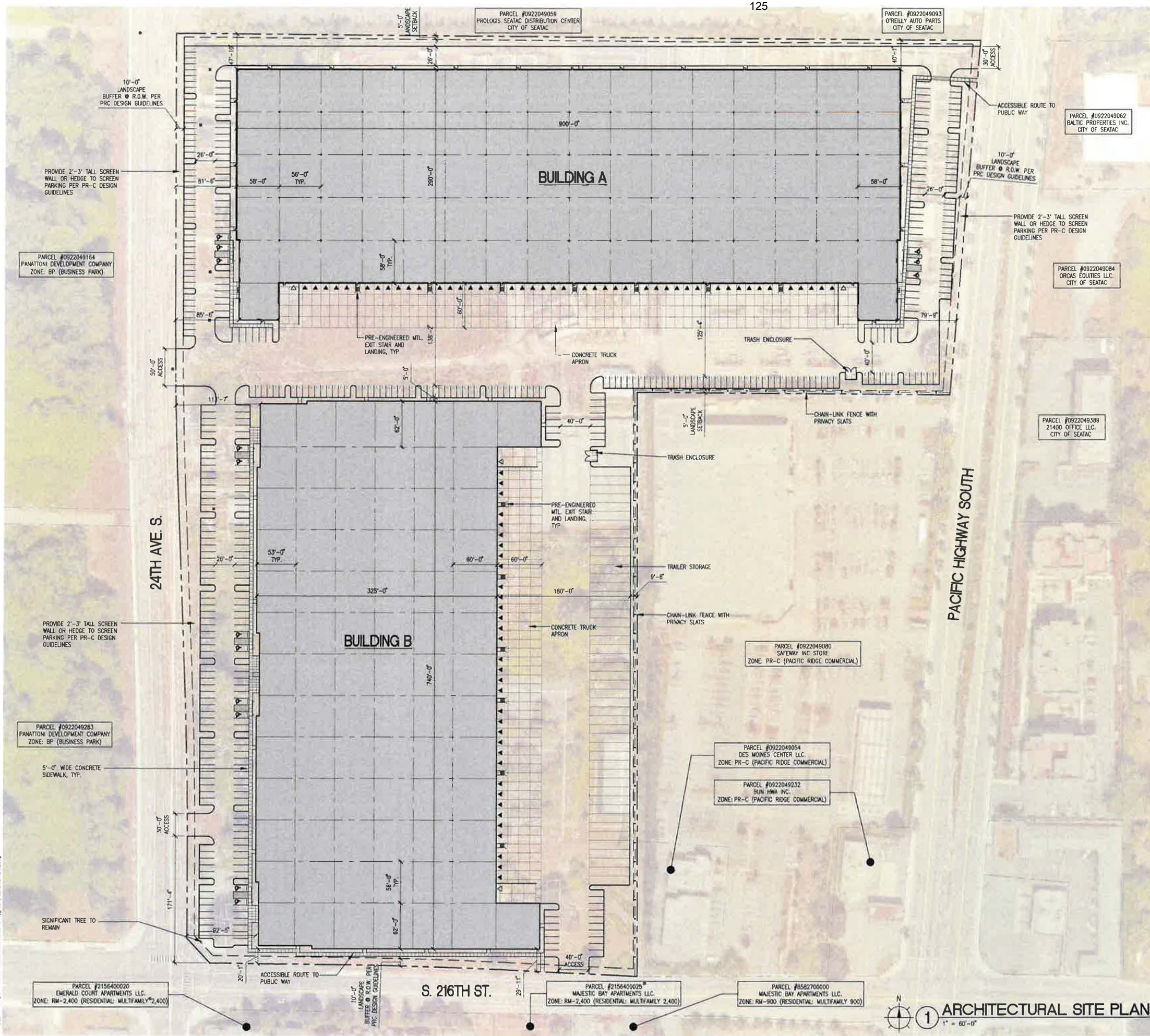
The intent of this guideline is to establish an attractive streetscape and safe conditions; avoid over-illumination of signs, creating a nuisance to surrounding neighborhoods; improve the visual quality; encourage use of materials that are easily and inexpensively maintained; improve the attractiveness of development; prevent poor quality, poorly maintained signs and visual clutter.

It is intended that both day- and night-time viewing will be considered in the design, placement, and lighting of the proposed signage. The proposed sign lighting scheme will not cause glare or spillover into neighboring properties.

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Durable, high-quality materials and finishes will be utilized, echoing the materials utilized in the buildings themselves.

In conclusion, this proposed development is compatible with the City of Des Moines Municipal Code and the Pacific Ridge Design Guidelines stated objectives. In the words of the Pacific Ridge Design Guidelines: "The redevelopment of the Pacific Ridge Neighborhood offers a unique opportunity to recast a challenged neighborhood into a cohesive, healthy, and vital part of the community." Panattoni's proposed Des Moines Creek Business Park Phase IV will help alter this neighborhood into an attractive asset for the City of Des Moines.



GENERAL INFORMATION

ZONE
PR-C (PACIFIC RIDGE COMMERCIAL)

BUILDING AREA
±266,013 SF BUILDING "A"
±248,108 SF BUILDING "B"
±512,121 SF TOTAL BUILDING AREA

DOCK DOORS
BUILDING A = ±45
BUILDING B = ±34

PARKING
BUILDING "A"
OFFICE (5%) = 13,301 SF @ 1/350 = 38 STALLS
WHSE. (95%) = 252,712 SF @ 1/1500 = 168 STALLS
= 206 STALLS REQUIRED
STALLS PROVIDED = ±203 STALLS PROVIDED

BUILDING "B"
OFFICE (5%) = 12,304 SF @ 1/350 = 35 STALLS
WHSE. (95%) = 233,804 SF @ 1/1500 = 156 STALLS
= 191 STALLS REQUIRED
STALLS PROVIDED = ±215 STALLS PROVIDED

TOTAL STALL REQUIRED = 397
TOTAL STALLS PROVIDED = ±418
TRAILER STALLS PROVIDED = ±47

TAX PARCEL

0922049126, 0922049069, 0922049053, 0922049083, 0922049135, 0922049342, 0922049320, 0922049134, 0922049003, 0922049399

PROJECT DIRECTORY

OWNER: PANATTONI DEVELOPMENT COMPANY, INC.
900 SW 16TH STREET, SUITE 330
RENTON, WA 98057
P: (206) 838-3846
DD@panattoni.com

ARCHITECT OF RECORD: CRAFT ARCHITECTS, PLLC
2505 THIRD AVE., SUITE 324
SEATTLE, WASHINGTON 98121
P: (206) 720-7001
LO@craftarchitects.com

CIVIL ENGINEER: AHBL, INC.
2215 NORTH 30TH STREET, SUITE 300
TACOMA, WA 98403
P: (253) 383-2422
Mweber@ahbl.com

LANDSCAPE ARCHITECT: AHBL, INC.
2215 NORTH 30TH STREET, SUITE 300
TACOMA, WA 98403
P: (253) 383-2422
Mweber@ahbl.com

LEGAL DESCRIPTION

0922049028:
N 200 FT OF W HALF SW QTR NE QTR STR 09-22-04 EXC W 30 FT FOR 24TH AVE S; AN W 1.5 FT THEREOF CONVEYED TO CITY OF DES MOINES FOR RIGHT OF WAY BY DEED UNDER RECORDING NO 20120221000487

0922049029:
N 200 FT OF NE 1/4 OF SW 1/4 OF NE 1/4 LY W OF PACIFIC HWAY

0922049032:
POR OF NE 1/4 OF SW 1/4 OF NE 1/4 LY W OF STATE HWAY LESS N 200 FT & LESS S 360.82 FT

0922049063:
S 180 FT OF N 480 FT OF NE 1/4 OF SW 1/4 OF NE 1/4 W OF ST RD # 1

0922049033:
S 138.28 FT OF N 338.28 FT OF W HALF SW QTR NE QTR STR 09-22-04 EXC W 30 FT FOR 24TH AVE S; AND EXC W 1.5 FT THEREOF CONVEYED TO CITY OF DES MOINES FOR RIGHT OF WAY BY DEED UNDER RECORDING NO 20120221000486

0922049042:
S 72.50 FT OF N 410.78 FT OF W 168.00 FT OF W HALF OF SW QTR OF NE QTR STR 09-22-04; EXC W 30 FT CONVEYED TO KING CO FOR ROAD; AND EXC PORTION CONVEYED TO CITY OF DES MOINES BY DEED UNDER RECORDING NO 20110815000222

0922049020:
S 345.72 FT OF N 684 FT OF W HALF SW QTR NE QTR STR 09-22-04 EXC W 30 FT FOR COUNTY ROAD; AND EXC N 72.5 FT OF E 138.0 FT OF W 168 FT THEREOF; AND EXC S 150.72 FT OF E 213 FT OF W 243 FT THEREOF; AND EXC PORTION CONVEYED TO CITY OF DES MOINES FOR RIGHT OF WAY BY DEED UNDER RECORDING NO 20120221000490

0922049034:
LOT 2 KING CO SHORT PLAT NO 182055 RECORDING NO 8203020645 (BEING A PORTION OF SW QTR NE QTR STR 09-22-04); EXC PORTION CONVEYED TO CITY OF DES MOINES BY DEED UNDER RECORDING NO 20110815000232

0922049003:
W HALF SW QTR NE QTR STR 09-22-04 EXC N 684 FT; AND EXC W 30 FT FOR 24TH AVE S; AND EXC S 30 FT FOR S 216TH ST; AND EXC PORTION THEREOF CONVEYED TO CITY OF DES MOINES BY DEED UNDER RECORDING NO 20041019001731; AND EXC PORTION THEREOF CONVEYED TO CITY OF DES MOINES BY DEED UNDER RECORDING NO 2011116000687

0922049003:
LOT 1 KING CO SHORT PLAT NO 182055 RECORDING NO 8203020645 (BEING A PORTION OF SW QTR NE QTR STR 09-22-04); EXC PORTION CONVEYED TO CITY OF DES MOINES BY DEED UNDER RECORDING NO 20111005000641

NOTE:
THERE ARE NO FLAGGED WETLANDS OR STEEP SLOPES WITHIN THE BOUNDARIES OF OUR SITE



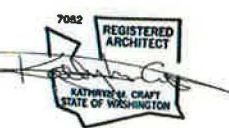
2505 Third Avenue
Suite 324
Seattle, WA 98121

206.720.7001 phone
206.720.2949 fax

www.craftarchitects.com

DES MOINES CREEK BUSINESS PARK (PHASE IV) DES MOINES, WASHINGTON

CONSULTANT



Submittals/Revisions:

PUD SUBMITTAL	03/03/17
PUD REVISION	3/23/17

Sheet Title: ARCHITECTURAL SITE PLAN

Date: 02/24/17

Design: _____

Drawn: _____

Project No: XX-XXX

Approved: KCR

Building No: _____

Sheet No: **A0.1**
25
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1 ARCHITECTURAL SITE PLAN
1" = 60'-0"

GENERAL NOTES:

1. ALL WALLS TO BE PAINT TILT UP CONCRETE UNO

PAINT LEGEND:

- PAINT - PT1
SHERWIN WILLIAMS "DORIAN GRAY" SW7017
- PAINT - PT2
SHERWIN WILLIAMS "GAUNTLET GRAY" SW7019
- PAINT - PT3
SHERWIN WILLIAMS "URBANE BRONZE" SW7046
- PAINT - PT4
SHERWIN WILLIAMS "FORSYTHA" SW6607

KEY NOTES: ◆

1. PANEL REVEAL, TYP.
2. FORM LINER; MANUFACTURER- TBD
3. ANODIZED ALUMINUM STOREFRONT SYSTEM, COLOR: CLEAR ANODIZED, TYP.
4. PRE-FINISHED METAL COPING, COLOR: AEP SPAN; "COOL ZINC GRAY"
5. ALUMINUM DOOR TO MATCH STOREFRONT SYSTEM, TYP.
6. HOLLOW METAL DOOR & FRAME, TYP., PAINT TO MATCH EXISTING ADJACENT WALLS
7. EXTERIOR WALL MOUNTED LIGHT FIXTURE, TYP.
8. PRE-FINISHED METAL COPING, COLOR: AEP SPAN; "COOL WEATHERED COPPER"
9. STEEL CANOPY W/ TIE RODS, PAINT PER LEGEND
10. SECTIONAL-OVERHEAD-DRIVE-IN-DOOR (INSULATED), PRE-FINISHED, COLOR: TBD; TYP.
11. SECTIONAL-OVERHEAD-DOCK-HIGH DOOR (INSULATED) WITH BUMPERS AND DOCK SEAL, PRE-FINISHED, COLOR: TBD; TYP.
12. PRE-FAB METAL STAIR AT TRUCK-COURT, SEE SITE PLAN
13. STEEL CHANNEL ACCENT, TYP., PAINT PER LEGEND
14. STEEL CHANNEL ACCENT W/TIE RODS, TYP., PAINT PER LEGEND
15. GREEN WALL, TYP.

PANATTONI

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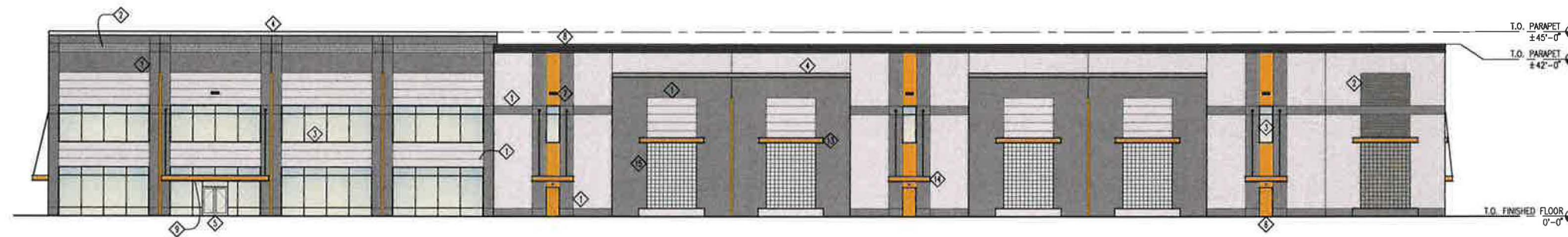
2505 Third Avenue
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Seattle, WA 98121

206.720.7001 phone
206.720.2949 fax

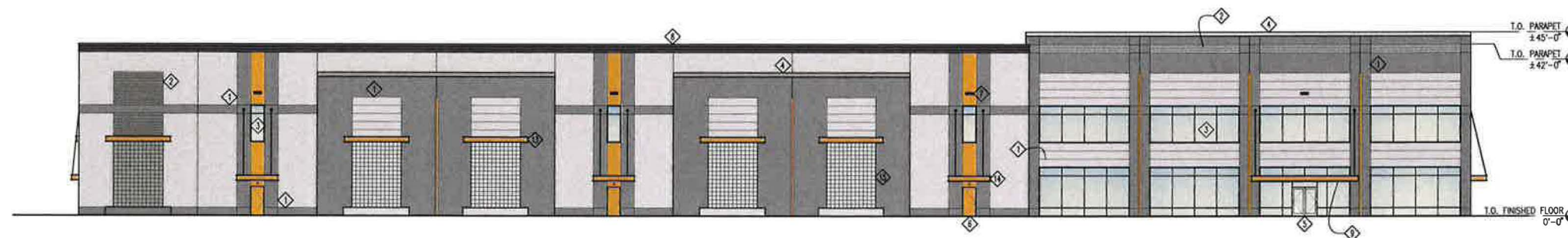
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 (DMCBP-PHASE IV)
 DES MOINES, WASHINGTON

CONSULTANT



2 EAST ELEVATION BUILDING A
1/16" = 1'-0"



1 WEST ELEVATION BUILDING A
1/16" = 1'-0"

Submittals/Revisions:

PUD ELEVATIONS 03/31/17

Sheet Title: BUILDING A

EXTERIOR ELEVATIONS

Date: 03/29/16

Design: TES

Drawn:

Project No: K-078

Approved: KCR

Building No:

Sheet No: **A3.1**
126

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GENERAL NOTES:

1. ALL WALLS TO BE PAINT TILT UP CONCRETE U.N.O

PANATTONI

PAINT LEGEND:

- PAINT - PT1
SHERWIN WILLIAMS "DORIAN GRAY" SW7017
- PAINT - PT2
SHERWIN WILLIAMS "GAUNILET GRAY" SW7019
- PAINT - PT3
SHERWIN WILLIAMS "URBANE BRONZE" SW7048
- PAINT - PT4
SHERWIN WILLIAMS "FORSYTHA" SW6807

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15. GREEN WALL, TYP.

PANATTONI-FURNEY
(DMCBP-PHASE IV)
DES MOINES, WASHINGTON

CONSULTANT

Submittals/Revisions:

DESIGN REVIEW 03/29/17

Sheet Title: BUILDING A

EXTERIOR ELEVATIONS

Date: 03/29/16

Design: TES

Drawn:

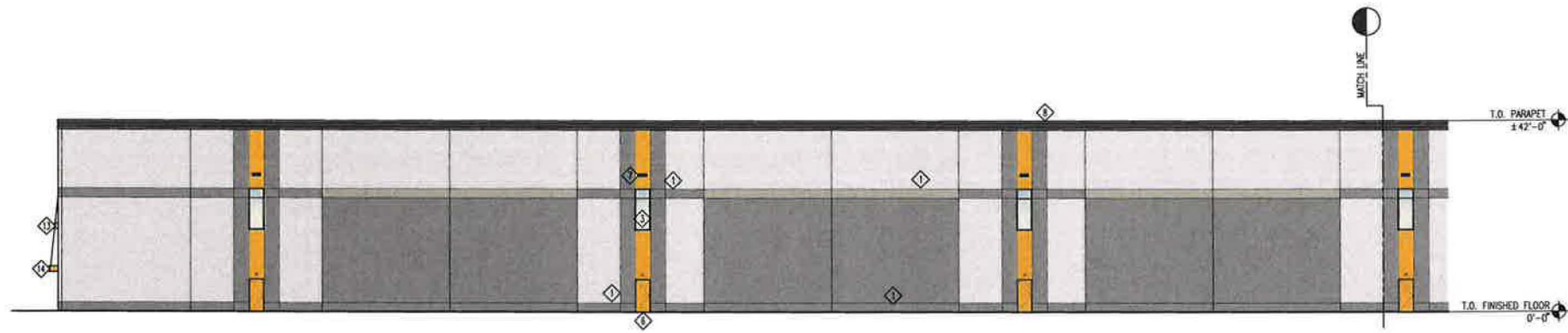
Project No: K-078

Approved: KCR

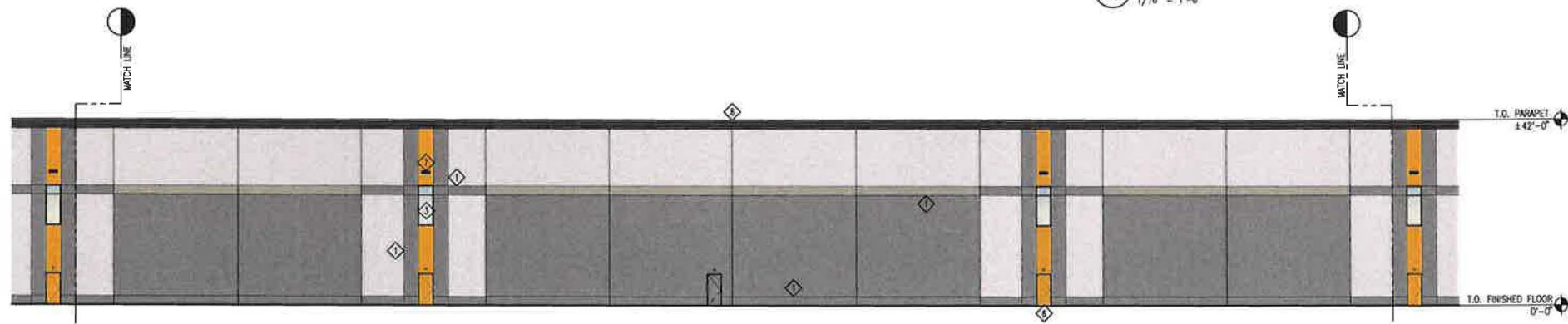
Building No:

Sheet No: **A3.2**

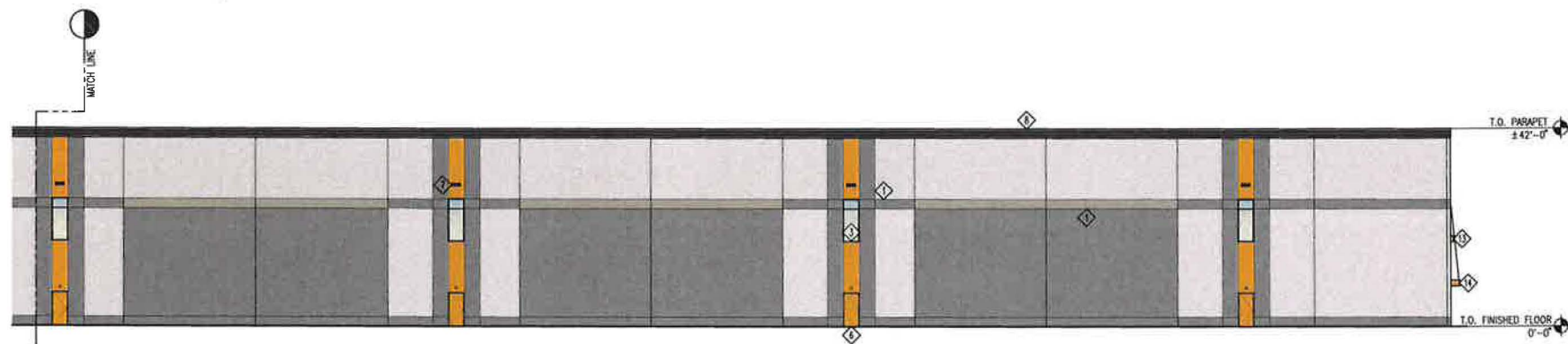
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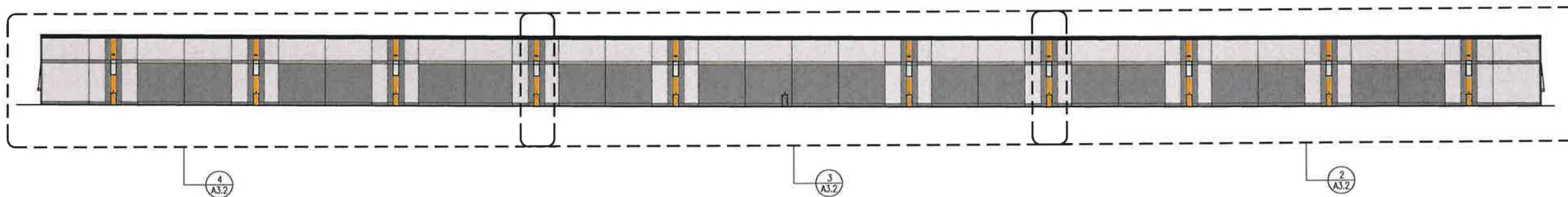
4 PARTIAL NORTH ELEVATIONS BUILDING A
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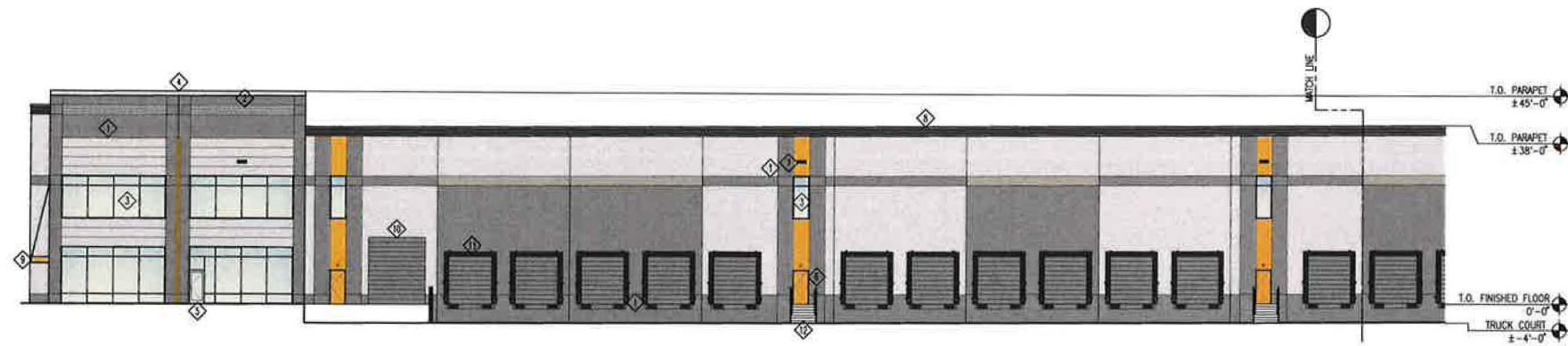
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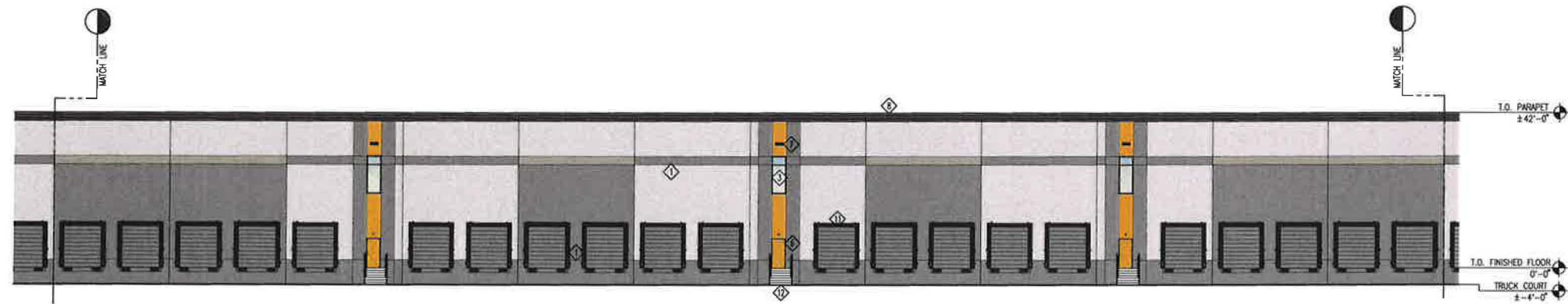
2 PARTIAL NORTH ELEVATIONS BUILDING A
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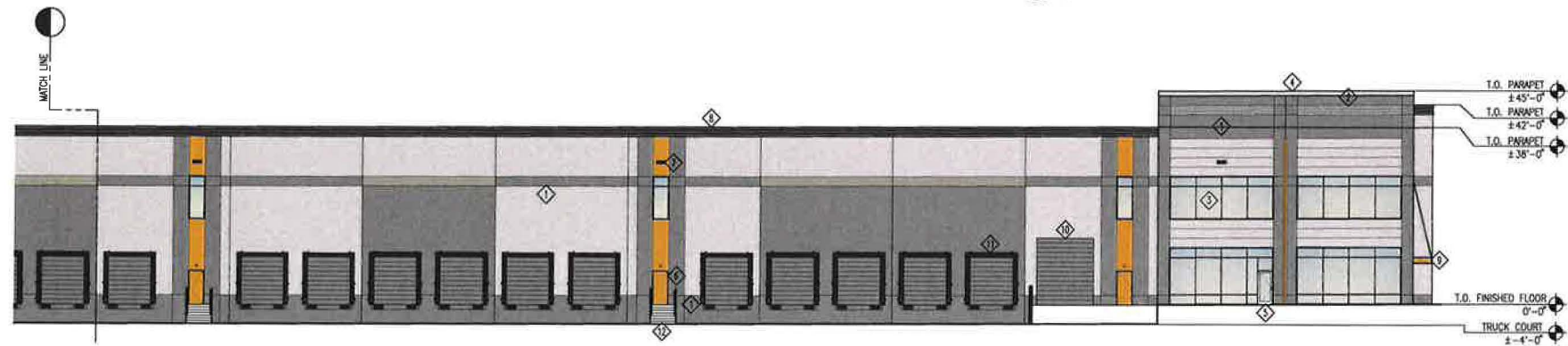
1 OVERALL NORTH ELEVATIONS BUILDING A
1/32" = 1'-0"



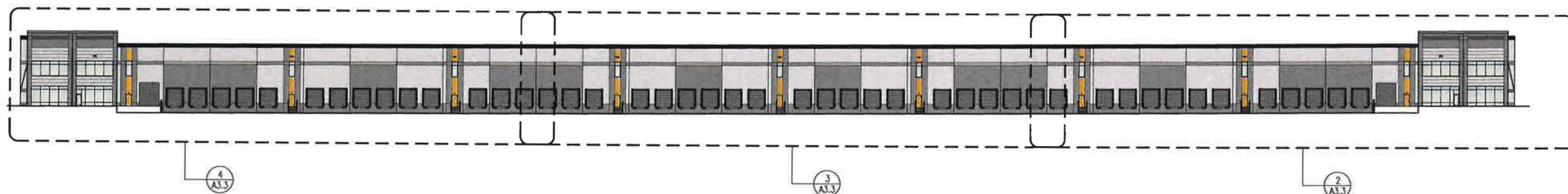
④ PARTIAL SOUTH ELEVATIONS BUILDING A
1/16" = 1'-0"



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SHERWIN WILLIAMS "GAUNTLET GRAY" SW7019
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SHERWIN WILLIAMS "URBANE BRONZE" SW7048
- PAINT - PT4
SHERWIN WILLIAMS "FORSYTHA" SW6907

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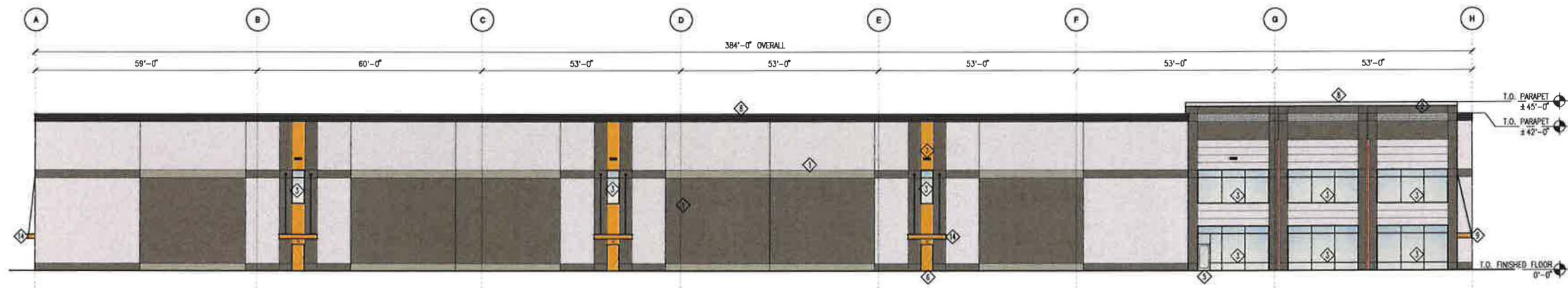
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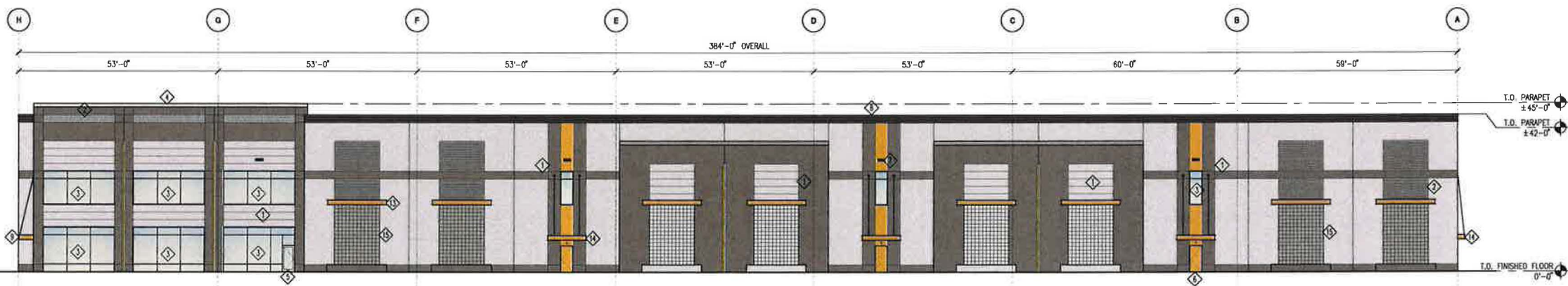
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Submittals/Revisions:

PUD ELEVATIONS 03/31/17

Sheet Title: BUILDING B

EXTERIOR ELEVATIONS

Date: 03/29/16

Design: TES

Drawn:

Project No: K-078

Approved: KCR

Building No:

Sheet No: **A34**

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PANATTONI

CRAFT architects

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Drawn:

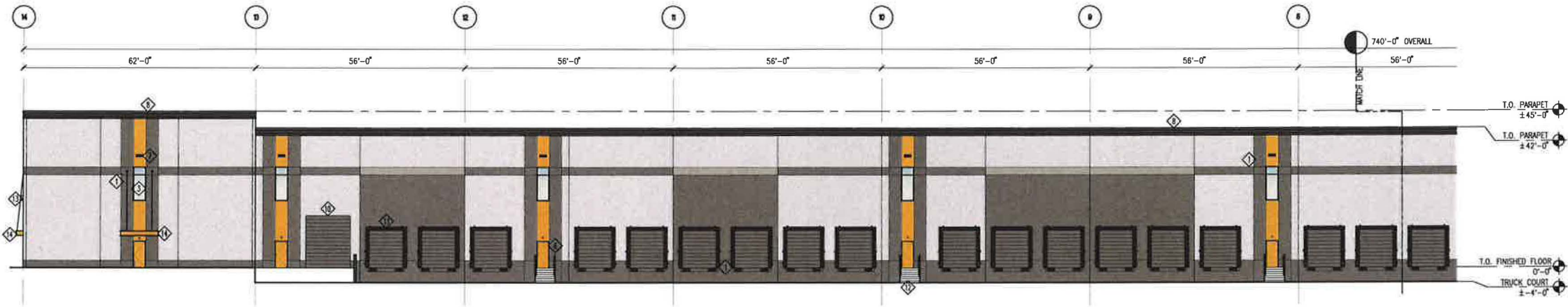
Project No: K-078

Approved: KCB

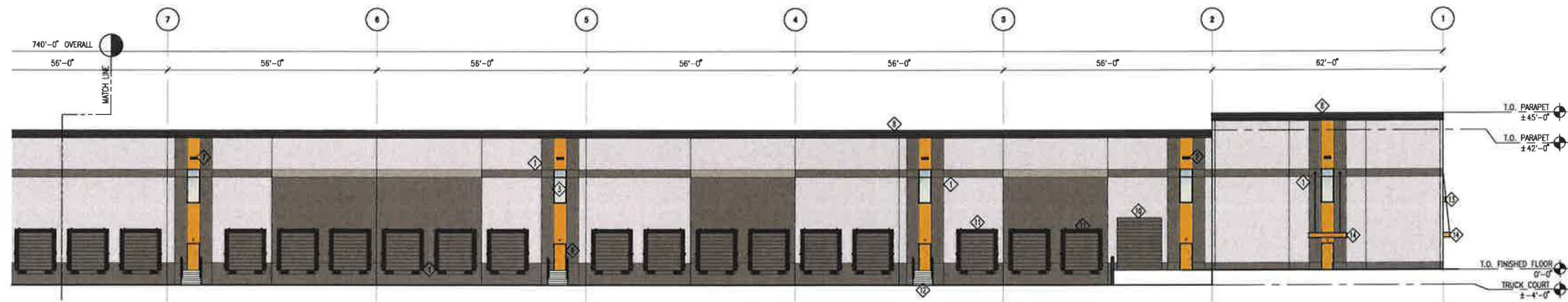
Building No:

Sheet No: **A3.5**
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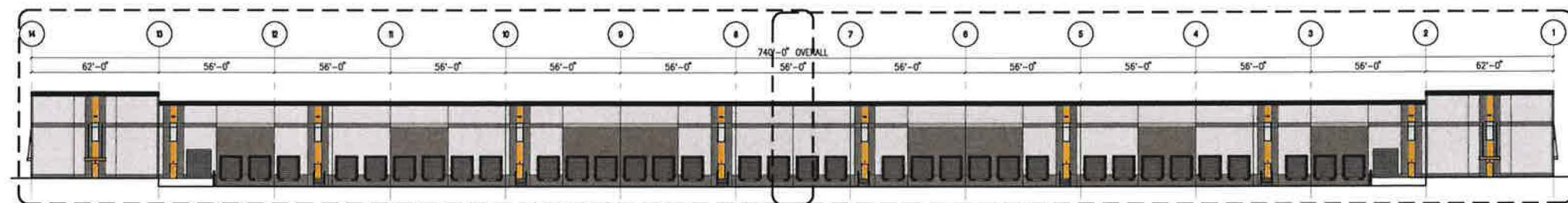
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3 PARTIAL EAST ELEVATIONS BUILDING B
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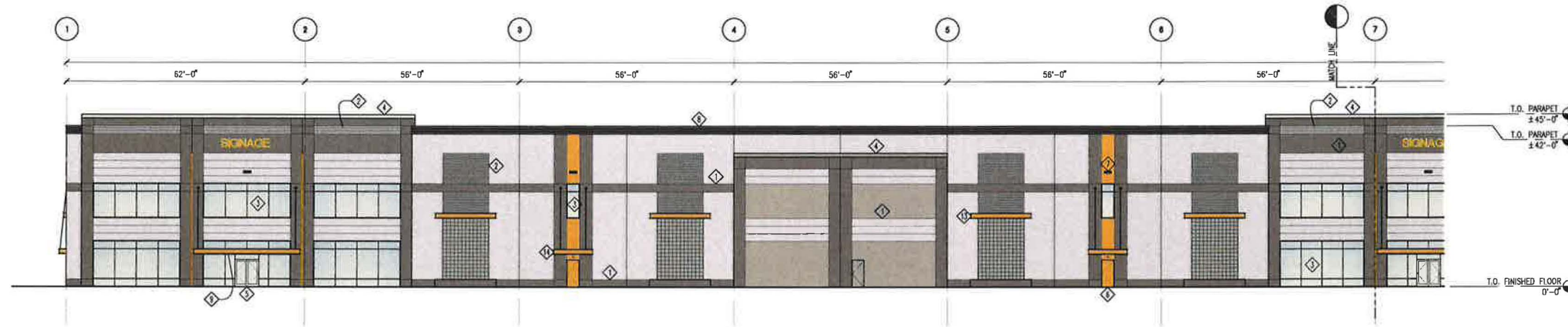
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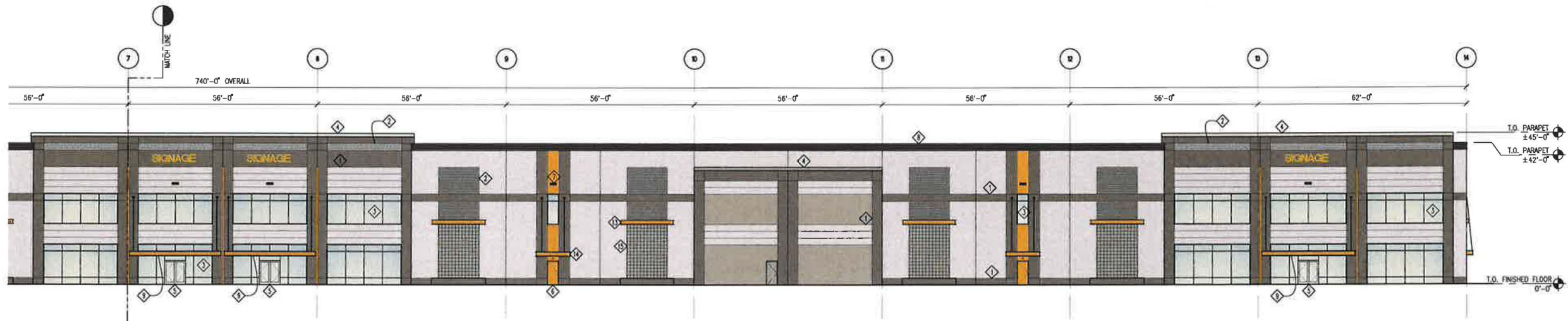
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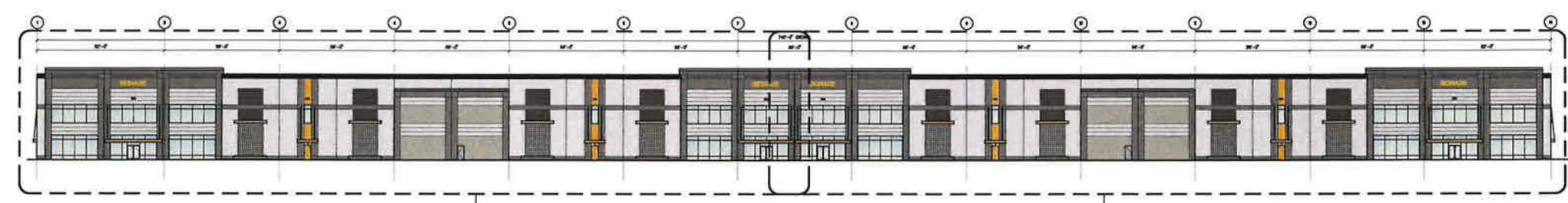
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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Ordinance 17-029 related to
Gambling Taxes

ATTACHMENTS:

1. Draft Ordinance No. 17-029
2. January 25, 2017 Correspondence from
Great American Gaming Corp.

FOR AGENDA OF: April 13, 2017

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: April 5, 2017

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- Legal JD
- Finance DM
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: DM

Purpose and Recommendation

The purpose of this agenda item is for City Council to consider Draft Ordinance No. 17-029 which would modify the gambling tax schedule for cardrooms codified in DMMC 5.40.010.

Suggested Motion

Motion 1: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 17-029 on first reading."

Motion 2: "I move to enact Draft Ordinance No. 17-029, extending the date for cardrooms to be eligible for the graduated gambling tax schedule to August 31, 2017, and amending the graduated gambling tax structure applicable to public card rooms."

Background

The state legislature authorizes cities to impose gambling taxes upon public cardrooms up to 20% of gross revenues conducted in accordance with chapter 9.46 RCW.

In September of 2002, the City Council enacted Ordinance 1305 that established a 10% tax on gross receipts for public cardrooms as a commercial stimulant.

In anticipation of a cardroom opening at what was then known as the Artemis Hotel property, in October of 2012, the City Council enacted Ordinance 1549-A, establishing a graduated tax structure for newly established card rooms. The graduated tax structure was set at 1% for the first year the business license is issued, 4% for the second year, 7% for the third year, and 9% thereafter. This graduated tax structure was only available to those public cardrooms that receive a business license prior to December 31, 2016.

Based on a number of different circumstances, the cardroom at what is now known as the Four Points Sheraton, was unable to receive an initial business license prior to December 31, 2016.

As a result, the City Council, through Ordinance 1670, extended the deadline for a business license to June 30, 2017 but also set the initial tax rate at 4% for the first 12 months of operation. The tax would then be increased to 7% and then finally to 9% after two years.

Discussion

The Great American Gaming Corp, (owner and operator of the cardroom at the 4 Points) has requested that the City Council amend Ordinance 1670 to reinstate the 1% tax rate for the remainder of 2017 and then move to 4% for 2018, 7% for 2019, and then to 9%. (Attachment 2).

City staff is recommending moving the initial business license requirement date to August 31, 2017 to ensure that sufficient time is allowed to address any unforeseen circumstances. Currently, Great American is anticipating an opening date in May of 2017.

Alternatives

The City Council may:

1. Decline to enact the proposed Draft Ordinance. Under this alternative, Great American would begin with an initial 4% tax rate for the first 12 months of operation if they obtained a license by June 30, 2017.
2. Enact the proposed Draft Ordinance as written.
3. Enact the proposed Draft Ordinance with modifications.

Financial Impact

Without amending DMMC 5.40.010, the tax rate for a cardroom that receives their initial business license by June of 2017 would be 4% for the first 12 months of operation. If the Draft Ordinance is approved, the tax rate would be 1% for the remainder of 2017 and then switch to 4% on January 1, 2018.

Recommendation or Conclusion

Staff recommends that the City Council enact Draft Ordinance No. 17-029 as written.

CITY ATTORNEY'S FIRST DRAFT 03/20/2017**DRAFT ORDINANCE NO. 17-029**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, relating to the City's imposition of gambling taxes, and amending DMMC 5.40.010 and section 1 of Ordinance No. 1670 (uncodified) to provide a graduated tax structure for public cardrooms as a commercial stimulant.

WHEREAS, the state legislature authorizes cities to impose gambling taxes upon public cardrooms up to twenty percent (20%) of gross revenues conducted in accordance with chapter 9.46 RCW, and

WHEREAS, Ordinance No. 1305 was adopted by the City Council on September 27, 2002, amending Ordinance No. 361 and establishing a new tax rate of ten percent (10%) of gross receipts, less the amount awarded as cash or merchandise, for public cardrooms operated as a commercial stimulant, and

WHEREAS, Ordinance No. 1549-A was adopted by the City Council on October 4, 2012, amending Ordinance No. 361, Ordinance 1305, and Ordinance 1549 by establishing a new tax rate of nine percent (9%) and establishing a graduated tax schedule for those public cardrooms that receive a business license prior to December 31, 2016 as commercial stimulant, and

WHEREAS, Ordinance No. 1670 was adopted by the City Council on January 5, 2017 extending the graduated tax structure for public cardrooms to June 30, 2017 and adjusting the tax structure accordingly, and

WHEREAS, encouraging business continues to be of economic benefit to the City and provides increased tax revenues to support municipal services, and

WHEREAS, the City Council finds that it is in the best interest of the City to amend section 1 of Ordinance No. 1670 to extend that date for public cardrooms to be eligible for the graduated tax schedule, and to modify the tax rates applicable to public cardrooms, now therefore,

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

Ordinance No. _____
Page 2 of 3

Sec. 1. DMMC 5.40.010 and section 1 of Ordinance No. 361, as amended by section 4 of Ordinance No. 1305, as amended by section 1 of Ordinance No. 1549, as amended by section 1 of Ordinance No. 1549-A, as amended by section 1 of Ordinance No. 1670 (uncodified) are amended to read as follows:

Taxes imposed. In accordance with chapter 9.46 RCW as presently constituted or as may be subsequently amended, there is levied upon all persons who have been duly licensed by the Washington State Gambling Commission to conduct or operate:

(1) Public cardrooms operated as a commercial stimulant, a tax of nine percent (9%) of the gross receipts shall be imposed; except those cardrooms that receive an initial business license prior to ~~June 30~~ August 31, 2017, a tax of one percent (1%) of the gross receipts in the year 2017 shall be imposed, four percent (4%) of the gross receipts in the year 2018 ~~first twelve months of an initial business license issuance shall be imposed;~~ a tax of seven percent (7%) of the gross receipts in the year 2019 ~~second twelve months from the date of initial business license issuance shall be imposed;~~ and a tax of nine percent (9%) of the gross receipts shall be imposed thereafter. Transfers of ownership or change of business name or location will not affect the date of initial business license issuance used to calculate the tax percentage.

(2) Punchboards and pulltabs, a tax of five percent (5%) of the gross receipts.

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.

Ordinance No. _____
Page 3 of 3

(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 five (5) days after its passage, approval, and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines this 5th day of January, 2017 and signed in authentication thereof this 5th day of January, 2017.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

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GREAT AMERICAN GAMING CORPORATION

12715 4th Ave W., Everett, WA 98204 Phone: (253) 480-3000 Fax: (253) 480-3025

January 25, 2017

Via Email and mail

Mayor Pina and Council
21630 11th Ave S., Suite A
Des Moines, WA 98198-6398

Dear Mr. Mayor and Council:

I'm writing to request that Council consider an amendment to Ordinance 1670 which was recently enacted. While I'm grateful that Council extended the cut-off date for the business license to June 30, 2017 for the graduated gambling tax rate, the adjusted schedule removed the 1% tax rate in the first year. I'm asking Council to consider reenacting the 1% tax rate for the balance of 2017 and then fixing the rate at 4% for 2018, 7% for 2019 and then 9% thereafter. Essentially, I'm requesting Council go back to the previous ordinance and simply extend the time frame for the Business License to June 30, 2017.

The removal of the 1% tax rate has some unintended consequences, especially in light of the minimum wage increase that was effective January 1st of this year. It will make it much more challenging for us to establish a solid business foundation for our long term success.

When I first came before Council in 2012 to speak to the tax incentives being considered, I pointed out that the incentive provided real value and sent a message that you're a business friendly Council. The House Banked Card Room (HBCR) industry is highly competitive and has been in steady decline, shrinking from a high of 105 to only 60 locations in 2012. Fast forward to today; an additional 11 locations have gone out of business leaving 49 operating HBCRs.

The 16% increase in minimum wage this year is estimated to add an annual cost to our operation of \$250,000. The increase in the tax rate through the passage of Ordinance 1670, will impact our business by an estimated \$250,000 in the first 3 years. Together, this additional \$1,000,000 in costs over 3 years will put our operation at risk and will make it more difficult to allocate the funds we need to effectively market and establish our business. Note that the gambling tax is calculated on gross receipts or "sales" before deducting any operating expenses such as payroll, marketing, operating supplies, rent or utilities. No other business enterprise pays this type of significant tax on sales.

My goal is to establish a long term partnership with the City of Des Moines, one that will be both successful and mutually beneficial. We're moving as quickly as possible to open in late April/early May this year and hope that Council will consider my request. I'd appreciate an opportunity to discuss this at an upcoming Council meeting.

Sincerely,
GREAT AMERICAN GAMING CORPORATION

David Fretz
President

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Wasson Property – Continued
Discussion

ATTACHMENTS:

1. March 2, 2017 Council Packet
2. March 2, 2017 Council Presentation
3. Scope of Fee for SMP Limited Amendment

FOR AGENDA OF: April 13, 2017

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: April 6, 2017

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DJS

- Legal AB
 Finance DM
 Courts _____
 Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to confirm Council direction provided at the March 2, 2017 meeting, and to facilitate continued discussion on the disposition, potential reuse, and redevelopment options for the City-owned property located at 22047 Cliff Avenue South (also referred to as the “Wasson Property”).

Suggested Motions:

(Motions 1a, 2a, and 3a are recommended by staff).

Permitting

Motion 1a: “I move to direct administration to pursue a limited amendment to the Shoreline Master Program to include Water Dependant and Water Enjoyment commercial use to the Shoreline Conservancy Zone, and to bring forward a budget amendment in the amount of \$20,000.00 to reflect this 2017 work program item.”

Or,

Motion 1b: “I move to direct administration to pursue an amendment to the Shoreline Master Program that would change the Shoreline designation of the Wasson Property from Urban Conservancy to High Intensity, and to bring forward a budget amendment in the amount of \$50,000.00 to reflect this work program item 2017, and to include this as a budget item in the 2018 budget.”

And,

Immediate Disposition of the non-conforming Structure

Motion 2a: “I move to direct administration to leave the existing house in place until a permanent use is identified and permitted for this property.”

Or,

Motion 2b: “I move to direct administration to demolish the existing non-conforming structure and grade the site as necessary to facilitate interim use as a public plaza with grass, and to bring forward a 2017 budget amendment in the amount of \$50,000.00 to cover the associated costs.”

And,

Interim Use

Motion 3a: “I move to direct administration to consider repurposing portions of the existing house for temporary use as recreational support uses (water-dependent recreation or water-enjoyment recreation), and to bring back proposals and cost estimates at an upcoming council meeting for the Council’s consideration.”

Or,

Motion 3b: “I move to direct administration to pursue temporary use of the existing nonconforming structure as a residence in 2017 and to bring forward a budget amendment in the amount of \$50,000.00 to cover necessary safety and building upgrades.”

Background

On March 2, 2017, staff provided a discussion of the Wasson property at the Council Study Session. A copy of that Council packet is provided as Attachment 1, and the presentation provided at the meeting is provided as Attachment 2, for background.

Discussion

The City is evaluating the feasibility of different uses for the upland portion of the subject property. The upland portion of the site that does not contain Cliff Avenue South is roughly 80 feet by 50 feet (4,000 square feet). Potential uses that have been suggested can generally be categorized as follows:

1. Maintain the current use (residential).
2. Convert the existing use and house to a commercial use, such as a restaurant or retail sales (such as a general store).
3. Remove of the existing house to facilitate a public plaza and/or promenade along the existing bulkhead which would enhance the connection between the Marina located south of the site and the portion of Beach Park north of the site.
4. Add some commercial use associated with the public plaza, either within the existing house, or within a new structure located in the same general vicinity (Beach Park Promenade).

The Wasson Property is currently in an area designated as Urban Conservancy (upland of the ordinary high water mark) and Aquatic (below the ordinary high water mark) by the Des Moines Shoreline Master Program (SMP). This is the same designation as relevant areas of the Beach Park. While the SMP is administered by the City, any revisions to the SMP must be approved by the Washington State Department of Ecology. In addition, any applications for proposed uses of land regulated by the SMP, while processed through the City, must be reviewed and approved by the Washington State Department of Ecology. Under the current SMP, the City is not allowed to use the Wasson Property for any form of commercial use; not even on a temporary basis. There are no variance or administrative remedy processes available to the City under the current SMP.

At the March 2, 2017 Council meeting, staff derived the following from the discussion with the Council:

- 1) Continued use of the Wasson Property as a residential use (renting to one individual family as a home) is not in the best interest of the City.

Note: If this is not the will of the Council, please direct staff otherwise. At this point staff does not intend to pursue leasing this property as a residence, even on a temporary basis. The non-conforming residential use of the property will expire in June 2017 unless occupied as a residence.

- 2) That the Council decided not to pursue a change to the SMP designation from Urban Conservancy to High Intensity, given the cost and probable “unapproved” outcome by the Washington State Department of Ecology.

Note: Department of Ecology staff stated that such an amendment would likely not be accepted or approved by the Washington Department of Ecology since the site does not meet the definition for High Intensity and due to past analysis for the SMP.

- 3) That Council would like staff to pursue the possibility of a limited amendment to the SMP that would modify the uses of lands designated as Urban Conservancy, to include water dependant and water enjoyment commercial uses.

Note: Staff would work diligently with the Department of Ecology to be as liberal as possible on the definitions of water dependant and water enjoyment commercial uses, so that the City can have the maximum flexibility of commercial uses to the extent possible under Urban Conservancy designation.

- 4) Until such time that a new use is proposed for the general area, the existing house is not to be removed. At that time, the Council can decide whether to remove the existing house, or repurpose the existing house to fit the proposed commercial use.

Our consultant has provided a scope and fee for pursuing the limited amendment to the SMP with the Department of Ecology. This is provided as Attachment 3.

The property also has a Comprehensive Plan designation of PARK, and is zoned Residential Suburban Estates (R-SE). The parcel is shown and described as a part of Des Moines Beach Park which is a Special Use Park in the Des Moines Comprehensive Plan. In addition the limited amendment work on the SMP, the City will need to make other revisions to the Comprehensive Plan, the Zoning Code, and the Parks Master Plan, in order to facilitate water dependant and water enjoyment commercial uses.

While staff is working on these modifications to the regulations, the Council could seek temporary use of the existing nonconforming structure by repurposing portions of it for recreational support uses. As long as the structure is not enlarged, it could be used for water-dependent recreation or water-enjoyment recreation (non-commercial) uses. Examples include use of the residence for public restrooms, storage of park programmatic equipment (canoes, kayaks, etc.), and park classes and programs. A shoreline permit would not be required.

Alternatives

Moving forward, there are a couple of critical decisions that the City Council needs to make regarding the existing house:

- 1) If the Council intends to rent the house for residential purposes, on a short term basis or permanent, the City Council will need to ensure the house is rented by June 2017 in order for the existing non-conforming use to remain valid. Significant and costly renovations and upgrading of the existing building would be required.
- 2) If the Council intends to repurpose the house for recreational uses on a permanent basis, the City Council will need repurpose it for some recreational uses by June 2017. Using the existing house as a permanent structure for recreational uses would require significant and costly renovations and upgrading. However, the existing structure could be used for recreational uses on a temporary basis while other alternatives are being evaluated and permitted.
- 3) If the Council intends to remove the existing home, a lot of possibilities are available related to shoreline access, open space, public spaces, and potential revenue generators. Council could pursue the possibility of a limited amendment to allow water-related and water-enjoyment

commercial uses in the Urban Conservancy designation (Des Moines Beach Park and Salt Water State Park), and to eventually remove the existing structure.

Financial Impact

Pursuing the limited amendment to the SMP (Motion 1 a) is estimated to cost \$20,000.00 (including staff and consultant time), and will take the remainder of the year to complete. This work is not included in the adopted 2017 budget and a budget amendment will be needed to complete this work. This would utilize tax revenues and reduce the General Fund's ending Fund Balance by \$20,000.

Pursuing an amendment to the SMP that would change the designation from urban Conservancy to High Intensity will be very expensive and time consuming. It is estimated that the cost in 2017 would be at least \$50,000.00, and work would continue throughout all of 2018. Total costs for this options are unknown at this time.

If the Council would like staff to pursue temporary use of the existing nonconforming structure by repurposing portions of it for recreational support uses (water-dependent recreation or water-enjoyment recreation), staff can develop costs estimates for such uses and bring those back to the Council for further consideration as necessary. This work is not included in the adopted 2017 budget and a budget amendment will be needed to complete this capital work.

If the Council would like staff to pursue temporary use of the existing nonconforming structure as a residence (Motion 3 b), a budget amendment will be needed for necessary capital improvements to the existing home to make it safe and marketable to rent. Enhancements would include replacement of the deck, updating the interior including new carpeting, paint, plumbing fixtures, and appliances. This work will cost at least \$50,000. This would utilize tax revenues and reduce the General Fund's ending Fund Balance by \$50,000.

Recommendation

Staff recommends that the Council approve motions 1a, 2a, and 3a.

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Wasson Property

FOR AGENDA OF: March 2, 2017

DEPT. OF ORIGIN: Community Development

ATTACHMENTS:

DATE SUBMITTED: February 21, 2017

1. Aerial View - 22047 Cliff Avenue South
(parcel 2009003245)
2. Wasson Property Feasibility Review

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- Legal _____
- Finance
- Courts _____
- Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for Staff to present information and the City Council to discuss the disposition, potential reuse, and redevelopment options for the City-owned property located at 22047 Cliff Avenue South (parcel 2009003245) in Des Moines, WA (also referred to as the “Wasson property”).

No motion is provided, however staff will be seeking direction from the Council on next steps related to the future use of this property.

Background

Attachment 1 depicts the subject parcel (referred to as the Wasson property). The 0.31-acre parcel is developed with a single-family residence located along the shoreline of Puget Sound. Up until June 2016, the property had been rented as a single family residence. Since that time, City Council members have toured the building with staff and discussed potential options for reuse and redevelopment of the building and/or property.

The property is in an area designated as Urban Conservancy upland of the ordinary high water mark and Aquatic below the ordinary high water mark by the Des Moines Shoreline Master Program (SMP). The property has a Comprehensive Plan designation of PARK and is zoned Residential Suburban Estates (R-SE). The parcel is shown and described as a part of Des Moines Beach Park which is a Special Use Park in the Des Moines Comprehensive Plan.

The 2016 Parks, Recreation and Senior Services Master Plan capital program for Des Moines Beach Park includes: park land acquisition, facility renovation and repair; new facility development and interlocal projects development. Recent update of the 2016 Parks, Recreation and Senior Services Master Plan included significant community outreach that included a survey to identify the recreation needs of the city's residents, businesses, employees, and visitors. Citizens placed the highest importance on waterfront resources such as the Des Moines Beach Park, Marina and Fishing Pier, and Des Moines Creek Trail.

Discussion

The City is evaluating the feasibility of different uses for the upland portion of the subject property. The upland portion of the site that does not contain Cliff Avenue South is roughly 80 feet by 50 feet (4,000 square feet). Potential uses that have been suggested include:

1. The current use (residential).
2. Conversion of the existing structure to a commercial use, such as a restaurant.
3. A public plaza and/or promenade along the existing bulkhead which would enhance the connection between the marina located south of the site and the portion of Beach Park north of the site.
4. Adding some commercial use associated with the public plaza.

The City hired environmental consultant Theresa Dusek, who is a recognized expert in environmental and shoreline permitting and has extensive experience working with the Department of Ecology, to research and evaluate the permitting requirements as it relates to the SMP for these various options. The report is provided as Attachment 2. The following is a summary of the conclusions of the report:

1. Leave the existing nonconforming structure and use it for residential purposes. It is important to note that if the residence remains vacant for 12-months, the nonconforming rights to use the house as a residence will expire and any subsequent use will need to be conforming to the current regulations. The non-conforming use will expire in June 2017, unless occupied as a residence.
2. Leave the existing nonconforming structure but repurpose it for recreational uses. As long as the structure is not enlarged, it could be used for water-dependent recreation or water-enjoyment recreation (non-commercial uses). Examples include use of the residence for public restrooms, storage of park programmatic equipment (canoes, kayaks, etc.), and park classes and programs. A shoreline permit would not be required.
3. The SMP specifically prohibits commercial uses such as restaurants in the Urban Conservancy designation associated with the site and the use is not eligible for a variance or conditional use permit.

4. Ecology staff stated that a limited amendment to change the environmental designation of the Wasson property from Urban Conservancy to High Intensity (to match the designation of the adjacent Marina) would likely not be accepted or approved by the Washington Department of Ecology since the site does not meet the definition for High Intensity and due to past analysis for the SMP.
5. Removal of the residence and construction of a public plaza and/or promenade would require a Shoreline Substantial Development Permit, Shoreline Conditional Use Permit for fills associated with the modification, and a Shoreline Variance for alteration to the 115-foot marine buffer. The SMP specifically prohibits commercial uses in the Urban Conservancy designation associated with the site and commercial uses are not eligible for a variance or conditional use permit. However, construction of the public plaza with the ability to have temporary booths or food trucks use the plaza during events may be possible.
6. A limited amendment to allow water-related and water-enjoyment commercial uses in the Urban Conservancy designation (Des Moines Beach Park and Salt Water State Park) may be possible per Washington State Department of Ecology staff. Full review of the SMP and Comprehensive Plan will be required to make sure there are not conflicts with this proposal. If this change were to occur a Shoreline Substantial Development Permit, Shoreline Conditional Use Permit for fills associated with the modification, and Shoreline Variance for alteration of the 115-foot marine buffer would be required.

Alternatives

Moving forward, there are a couple of critical decisions that the City Council needs to make regarding the existing house:

- 1) If the Council intends to rent the house for residential purposes, on a short term basis or permanent, the City Council will need to ensure the house is rented by June 2017 in order for the existing non-conforming use to remain valid. Significant and costly renovations and upgrading of the existing building would be required.
- 2) If the Council intends to repurpose the house for recreational uses on a permanent basis, the City Council will need repurpose it for some recreational uses by June 2017. Using the existing house as a permanent structure for recreational uses would require significant and costly renovations and upgrading. However, the existing structure could be used for recreational uses on a temporary basis while other alternatives are being evaluated and permitted.
- 3) If the Council intends to remove the existing home, a lot of possibilities are available related to shoreline access, open space, public spaces, and potential revenue generators. Council could pursue the possibility of a limited amendment to allow water-related and water-enjoyment commercial uses in the Urban Conservancy designation (Des Moines Beach Park and Salt Water State Park), and to eventually remove the existing structure.

At the Council meeting staff will present further details related to these alternative, and seek Council direction is regarding future actions or options to be considered moving forward.

Financial Impact

There are both negative and positive financial implications depending on the chosen path forward. While not fully analyzed, the following can be assumed:

1. Maintaining the existing structure as a single family residence or for recreational purposes would require extensive and costly renovations and upgrades (easily over \$50,000) plus cost for insurance and ongoing maintenance. It would likely take several years or more to recoup the initial investment through property rentals and/or reuse of the facility for recreational purposes.
2. Removing the residence and redevelopment of the site for recreational and/or commercial uses would also require initial cost for demolition of the property, permitting and capital improvements associated with redevelopment of the site. Demolition of the structure is expected to cost around \$40,000 while permitting could range from around \$3,000 to upwards of \$15,000, not including the necessary staff time and consultant support.
3. Future revenues associated with ongoing use of the redeveloped site and adjacent area would likely be in the form of pay parking revenues, and lease revenues from any commercial space that might be developed in accordance with the limited amendment to allow water-related and water-enjoyment commercial uses in the Urban Conservancy designation (Des Moines Beach Park and Salt Water State Park).

Recommendation

Staff recommends that the Council pursue the possibility of a limited amendment to allow water-related and water-enjoyment commercial uses in the Urban Conservancy designation (Des Moines Beach Park and Salt Water State Park), and to eventually remove the existing structure. While pursuing this, staff recommends that the existing non-conforming structure be used for recreational uses (including options like storage of park programmatic equipment (canoes, kayaks, etc.), and perhaps park classes and programs).

Aerial View of Wasson Property – 22047 Cliff Avenue S. (Parcel ID 2009003245)



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THERESA R. DUSEK

Assessment, Management and Regulatory Permitting

128 Rainbow Lane
Packwood, WA, 98361
(253) 861-3355

February 3, 2017

Attn: Denise Lathrop, Community Development Director
City of Des Moines
21630 11th Avenue South, Suite D
Des Moines, Washington 98198-6398

RE: Wasson Property Regulatory Feasibility Review

Dear Denise,

We understand that the City of Des Moines (City) owns the property located at 22047 Cliff Avenue South (parcel 2009003245) located in Des Moines, Washington (Sec 8, T22N, R4E, W. M.). Figure 1 depicts the subject parcel (also referred to as the Wasson property). The 0.31-acre parcel is developed with a single-family residence located along the shoreline of Puget Sound. The property is in an area designated as Urban Conservancy upland of the ordinary high water mark and Aquatic below the ordinary high water mark by the Des Moines Shoreline Master Program (DMSMP). The upland area currently has an underlying zone of Residential Suburban Estates (R-SE). The parcel is shown and described as a part of Des Moines Beach Park which is a Special Use Park in the Des Moines Comprehensive Plan. The City is evaluating the feasibility of different uses for the upland portion of the site. The upland portion of the site that does not contain Cliff Avenue South is roughly 80 feet by 50 feet (4,000 sf). Potential uses suggested by the City include: (1) the current use, (2) potential commercial use as a restaurant, (3) public plaza and/or promenade along the existing bulkhead which would enhance the connection between the marina located south of the site and the portion of Beach Park north of the site, and (4) some commercial use associated with the public plaza. Since the DMSMP currently does not allow commercial uses we also provide information regarding the potential to complete a limited amendment to the DMSMP to allow water-related and water-enjoyment commercial uses in areas designated as Urban Conservancy which includes Des Moines Beach Park and Salt Water State Park.



Figure 1: Wasson parcel in yellow.

Current Use and Shoreline Master Program

The site is currently developed with a 2,740 sf single family residence which contains a concrete bulkhead along the 50-foot shoreline frontage and a concrete boat launch (Figures 2 and 3). The residence was legally constructed in 1967.



Figure 2: Current use of the site with a residence, concrete boat launch and bulkhead.



Figure 3: view of west side of residence.

The Shoreline Master Program Urban Conservancy designation associated with the site allows for the following uses to be permitted as shown in Table 1 below: (a) parking (accessory), (b) water-dependent¹ recreational, (c) water-enjoyment² recreational, (d) transportation and (e) utilities (primary). All other uses are prohibited and not eligible for a shoreline variance or shoreline conditional use permit. Clearing and grading may be permitted but placement of fill would require a shoreline conditional use permit. Residential structures are not allowed in the Urban Conservancy designation. This means that the existing residential use and structure on the site are nonconforming with regard to the DMSMP regulations.

In accordance with DMSMP 6.3.2, uses and developments that were legally established and are nonconforming with regard to the use regulations of the master program may continue as legal nonconforming uses. In accordance with WAC 173-27-080(9) and DMSMP 6.3.2, if a nonconforming use is discontinued for twelve consecutive months or for twelve months during any two-year period, the nonconforming use rights shall expire and any subsequent use shall be conforming. We understand that the residence has been vacant since June 2016. On June 2017, if the residence is still vacant the nonconforming rights will expire and any subsequent use will need to be conforming to the current regulations. Future use of the land or structures must conform to the DMSMP policies and regulations.

In accordance with DMSMP 6.23.2 (6)

"A structure which is being or has been used for a nonconforming use may be used for a different nonconforming use only upon the approval of a Conditional Use Permit. A Conditional Use Permit may be approved only upon a finding that:

- a. No reasonable alternative conforming use is practical; and*
- b. The proposed use will be at least as consistent with the policies and provisions of the SMP and as compatible with the uses in the area as the preexisting use.*
- c. In addition, such conditions may be attached to the permit as are deemed necessary to assure compliance with the above findings, the requirements of the master program and the SMA and to assure that the use will not become a nuisance or a hazard."*

Per the DMSMP other uses in the Urban Conservancy Designation are prohibited and not eligible for a shoreline variance or shoreline conditional use permit. Therefore, this portion of the code would not apply on this site since non-conforming uses are currently not eligible for shoreline conditional use permits.

If the non-conforming residential structure is not enlarged, it could be modified to have a conforming use such as a recreational water-dependent or recreational water-enjoyment use which is allowed by the DMSMP. Examples include use of the residence for public restrooms, storage of park programmatic equipment (canoes, kayaks, etc.), and park classes and programs. This would not require a shoreline permit.

¹ **"Water-dependent use"** means a use that requires direct access to the water to accomplish its primary function. In other words, a use or portion of a use, which cannot exist in a location that is not adjacent to the water and which is dependent on the water by reason of the intrinsic nature of its operations.

² **"Water-enjoyment use"** means a use that does not require access to the water, but is enhanced by a waterfront location. This includes uses that facilitate public access to the shoreline as a primary characteristic of the use; or uses that provide for recreational use or aesthetic enjoyment of the shoreline for a substantial number of people. The use must be open to the general public and the shoreline-oriented space within the project must be devoted to the specific aspects of the use that fosters shoreline enjoyment.

SHORELINE USE	High-Intensity	Urban Conservancy	Shoreline Residential	Aquatic
Agriculture	X	X	X	X
Commercial Aquaculture	X	X	X	X
Boating facilities				
Public marinas and launch ramps	P	X	X	P*
Private marinas and launch ramps	C	X	X	P*
Commercial:				
Water-dependent	P	X	X	C*
Water-related, water-enjoyment	P	X	X	X
Non-water-oriented	C	X	X	X
Parking (accessory)	P	P	P	X
Parking (primary, including paid)	X	X	X	X
Recreation:				
Water-dependent	P	P	P	P
Water-enjoyment	P	P	P	P
Non-water-oriented	C	X	P	X
Single-family residential	X	X	P	X
Multifamily residential	X	X	P	X
Outdoor Advertising and Signs	P	X	X	X
Solid Waste Disposal	X	X	X	X
Transportation	P	P	P	C
Utilities (primary)	P	P	P	C
P = May be permitted C = May be permitted as a conditional use only X = Prohibited; the use is not eligible for a variance or conditional use permit				

Table 1: Permitted Use Table from the Des Moines Shoreline Master Program

Restaurant Commercial Use

The DMSMP specifically prohibits commercial uses such as restaurants in the Urban Conservancy designation associated with the site and the use is currently not eligible for a variance or conditional use permit.

Public Plaza and/or Promenade Along Existing Bulkhead

Removing the existing residence from the site and providing a recreational public plaza with or without a promenade along the existing bulkhead would be an allowable use in accordance with DMSMP. The promenade would provide a public link between the park and marina to the south. Per a Park Recreation and Senior Master Plan for Des Moines Beach Park the public plaza may contain a water feature, seating, play area, and waterfront access for pedestrians and non-motorized boats. In accordance with DMSMP 6.1.1(2) a minimum marine buffer of 115 feet from the marine ordinary high water mark shall be maintained in areas designated as Urban Conservancy.

Shoreline modifications to construct a public plaza and/or promenade would require the following.

- Shoreline Substantial Development Permit.
- Shoreline Conditional Use Permit for fills associated with the modification. Fills are allowed in areas designated as Urban Conservancy in accordance with DMSMP 6.2.6.
- Shoreline Variance since development would occur in the 115-foot marine buffer.

In accordance with DMSMP 6.3.7 recreational development is permitted in all shoreline environments, except aquatic, when the following standards are met:

1. Parking areas shall be located inland away from the immediate water's edge and recreational beaches. Access shall be provided by walkways or other non-motorized methods.
2. Recreational developments shall not create significant adverse effects on residential uses of private property, the environmental quality or natural resources of the shoreline area.
3. Valuable shoreline resources and fragile or unique areas such as estuaries and accretion beaches shall be used only for non-intensive and nonstructural recreation activities.
4. All permanent recreational structures and facilities shall be located outside the one hundred- year (100-year) flood plain, although the City may grant exceptions for non-intensive accessory uses (e.g., picnic tables, play areas, etc.).
5. Accessory use facilities such as restrooms, recreation halls and gymnasiums, commercial services, access roads and parking areas shall be located inland from shoreline areas unless it can be shown that such facilities are shoreline dependent. These areas shall be linked to the shoreline by walkways.
6. In approving shoreline recreational developments, the City shall ensure that the development will maintain, enhance or restore desirable shoreline features, including unique and fragile areas, scenic views and aesthetic values. To this end, the City of Des Moines may adjust and/or prescribe project dimensions, location of project components on the site, intensity of use, screening, parking requirements and setbacks as deemed appropriate to achieve the intent of this program.
7. Proposals for recreational development shall include a landscape plan in which native, self- sustaining vegetation is preferred.
8. The removal of on-site native vegetation shall be limited to the minimum necessary for the development of picnic areas, selected view or other permitted structures or facilities.

Some Commercial Use associated with the Public Plaza

The DMSMP specifically prohibits commercial uses in the Urban Conservancy designation associated with the site and the use is not eligible for a variance or conditional use permit. However, construction of the public plaza with the ability to have temporary booths or food trucks use the plaza during events may be possible.

Shoreline Master Program Limited Amendment to Change the Environmental Designation from Urban Conservancy to High Intensity

The current Des Moines Shoreline Master Program defined High-Intensity environments as “*shoreline areas that currently support high-intensity uses related to commerce, transportation or navigation; or are suitable and planned for high-intensity water- oriented uses.*” The Wasson property did not meet this definition and was analyzed and placed in the Urban Conservancy designation. In the previous Shoreline Master Program, it was analyzed and designated as Conservancy.

Based on Table 6-1 of the current Des Moines Shoreline Master Program Permitted Use Table modifying the Wasson property to a High-Intensity designation would gain the ability of the property to be used for public marinas and launch ramps, commercial water dependent and water-related, water enjoyment uses, and with a conditional use permit private marinas and launch ramps and commercial non-water oriented uses, and non-water oriented recreation.

The City of Des Moines Shoreline Master Program was comprehensively updated with an effective date of November 1, 2010. The Des Moines Shoreline Master Program is required by RCW 90.58.080 to be update again on or before June 30, 2019. Local governments, such as Des Moines, may periodically amend their shoreline programs with a limited amendment when there is a change in law, zoning, or other local conditions (WAC 173-26-090).

All proposals for changes in environment designation shall provide written justification for such based on existing development patterns, the biophysical capabilities and limitations of the shoreline being considered, and the goals and aspirations of the local citizenry as reflected in the locally adopted comprehensive land use plan. Given that this was completed with the 2010 Des Moines Shoreline Master Program update and that there have been no specific changes in law, zoning or other local conditions since the comprehensive update it is unlikely that a limited amendment to change the environmental designation of the Wasson property to High Intensity would be accepted or approved by the Washington Department of Ecology.

If the City of Des Moines choses to submit a limited amendment to modify the Shoreline designation of the Wasson property from Urban Conservancy to the High-Intensity designation the process and timelines are described in WAC 173-26. Note the process and timelines are under review and anticipated to be modified in June of 2017 (<http://www.ecy.wa.gov/programs/sea/rules/1506docs.html>).

Overall, in accordance with WAC 173-26 the local agency must implement a public participation plan that shall provide for early and continuous public and agency participation through broad dissemination of informative materials, proposals and alternatives, opportunity for written comments, public meetings after effective notice, provision for open discussion, and consideration of and response to public comments. The degree of public and agency involvement sought by local government should be gauged according to the level of complexity, anticipated controversy, and range of issues covered in the draft proposal. A master program limited amendment proposed by local government shall be submitted to the department for its review and formal action after implementing the public participation plan. The submittal shall be in the form of a signed ordinance or resolution and must meet the requirements of WAC 173-26-110. Based upon limited amendments to shoreline codes approved by Ecology in the last 3 years this process could take at least one year to complete if accepted by Ecology.

According to Misty Blair it is unlikely that a limited amendment to change the environmental designation of the Wasson property would be accepted or approved by the Washington Department of Ecology since it does not meet the High-Intensity definition and analysis.

Shoreline Master Program Limited Amendment to Allow Recreational Commercial Use

A limited amendment to allow water-related and water-enjoyment commercial uses in the Urban Conservancy designation, which includes Des Moines Beach Park and Salt Water State Park, may be possible per Misty Blair at the Washington State Department of Ecology. Water-related and water enjoyment commercial uses may include food and beverage facilities at public beaches, and rentals of equipment for kayaking, paddle boarding, wind surfing, biking, skin diving, snorkeling, fishing, etcetera. Full review of the SMP and Comprehensive Plan will be required to make sure there are not conflicts with this proposal.

The City of Des Moines Shoreline Master Program was comprehensively updated with an effective date of November 1, 2010. The Des Moines Shoreline Master Program is required by RCW 90.58.080 to be update again on or before June 30, 2019. Local governments, such as Des Moines, may periodically amend their shoreline programs with a limited amendment when there is a change in law, zoning, or other local conditions (WAC 173-26-090).

All proposals for changes in environment designation shall provide written justification for such based on existing development patterns, the biophysical capabilities and limitations of the shoreline being considered, and the goals and aspirations of the local citizenry as reflected in the locally adopted comprehensive land use plan. Given that this was completed with the 2010 Des Moines Shoreline Master Program update and that there have been no specific changes in law, zoning or other local conditions since the comprehensive update it is unlikely that a limited amendment to change the environmental designation of the Wasson property to High Intensity, to allow commercial use, would be accepted or approved by the Washington Department of Ecology.

If the City of Des Moines choses to submit a limited amendment to allow water oriented commercial uses in the Urban Conservancy designation the process and timelines are described in WAC 173-26. Note the process and timelines are under review and anticipated to be modified in June of 2017 (<http://www.ecy.wa.gov/programs/sea/rules/1506docs.html>).

Overall, in accordance with WAC 173-26 the local agency must implement a public participation plan that shall provide for early and continuous public and agency participation through broad dissemination of informative materials, proposals and alternatives, opportunity for written comments, public meetings after effective notice, provision for open discussion, and consideration of and response to public comments. The degree of public and agency involvement sought by local government should be gauged per the level of complexity, anticipated controversy, and range of issues covered in the draft proposal. A master program limited amendment proposed by local government shall be submitted to the department for its review and formal action after implementing the public participation plan. The submittal shall be in the form of a signed ordinance or resolution and must meet the requirements of WAC 173-26-110. Based upon limited amendments to shoreline codes approved by Ecology in the last 3 years this process could take at least one year to complete if accepted by Ecology.

In summary, the Wasson could feasibly have the following uses.

1. Leave the existing nonconforming structure and use it for recreational purposes. If the structure is not enlarged, it could be used for water-dependent recreation or water-enjoyment recreation. A shoreline permit would not be required.
2. If the residence remains vacant for 12-months, the nonconforming rights to use the house as a residence will expire and any subsequent use will need to be conforming to the current regulations.
3. If the non-conforming residential structure is not enlarged, it could be modified to have a conforming use such as a recreational water-dependent or water-enjoyment use. Examples include use of the

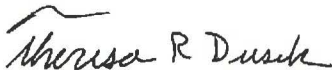
residence for public restrooms, storage of park programmatic equipment (canoes, kayaks, etc.), and park classes and programs. This would not require a shoreline permit.

4. The DMSMP specifically prohibits commercial uses such as restaurants in the Urban Conservancy designation associated with the site and the use is not eligible for a variance or conditional use permit.
5. Removal of the residence and construction of a public plaza and/or promenade would require a Shoreline Substantial Development Permit, Shoreline Conditional Use Permit for fills associated with the modification, and a Shoreline Variance for alteration to the 115-foot marine buffer. The DMSMP specifically prohibits commercial uses in the Urban Conservancy designation associated with the site and the use is not eligible for a variance or conditional use permit. However, construction of the public plaza with the ability to have temporary booths or food trucks use the plaza during events may be possible.
6. Misty Blair at Ecology stated that a limited amendment to change the environmental designation of the Wasson property from Urban Conservancy to High Intensity would likely not be accepted or approved by the Washington Department of Ecology since the site does not meet the definition for High Intensity and due to past analysis for the DMSMP.
7. A limited amendment to allow water-related and water-enjoyment commercial uses in the Urban Conservancy designation (Des Moines Beach Park and Salt Water State Park) may be possible per Misty Blair at the Washington State Department of Ecology. Full review of the SMP and Comprehensive Plan will be required to make sure there are not conflicts with this proposal. If this change were to occur a Shoreline Substantial Development Permit, Shoreline Conditional Use Permit for fills associated with the modification, and Shoreline Variance for alteration of the 115-foot marine buffer would be required.

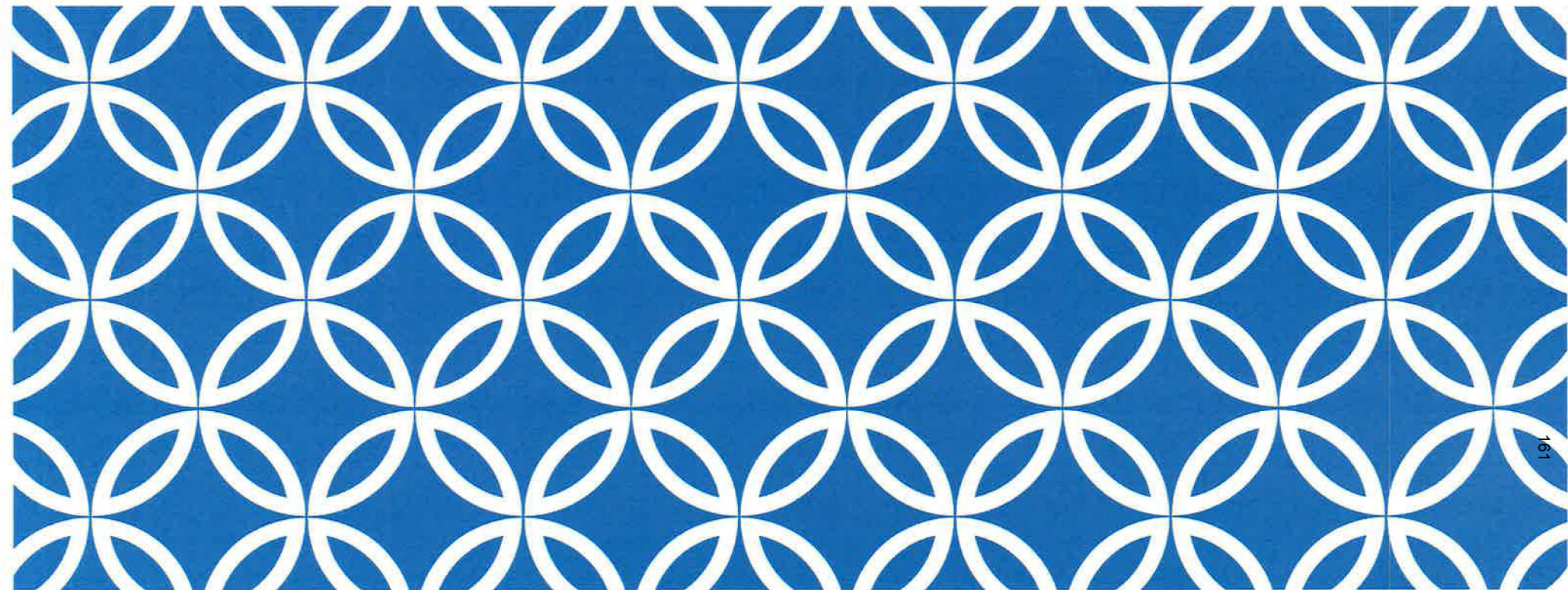
If you have further questions my cell number is 1-253-861-3355.

Sincerely,

THERESA R. DUSEK



Theresa R. Dusek
Natural Resource Ecologist



WASSON PROPERTY REUSE/REDEVELOPMENT

Michael Matthias, City Manager
Dan Brewer, Chief Operations Officer
Denise Lathrop, Community Development Mgr.

INTRODUCTION

- ❑ Need for Integration
- ❑ Connecting Multiple Nodes and Functions
- ❑ Finding the Sweet Spot:
 - Cost
 - Regulatory Considerations (Land Use, Shoreline Master Program & Building)
 - Value of Public Space (Relative to Everything: Marina, Beach Park & Surrounds)
- ❑ Catalyst to Generate Revenue
- ❑ Provide Council an opportunity to discuss options for the disposition, potential reuse and development options for the Wasson property.



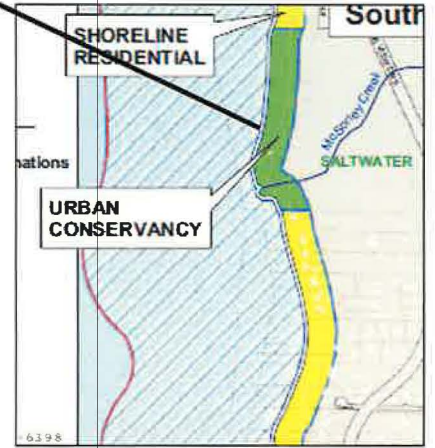
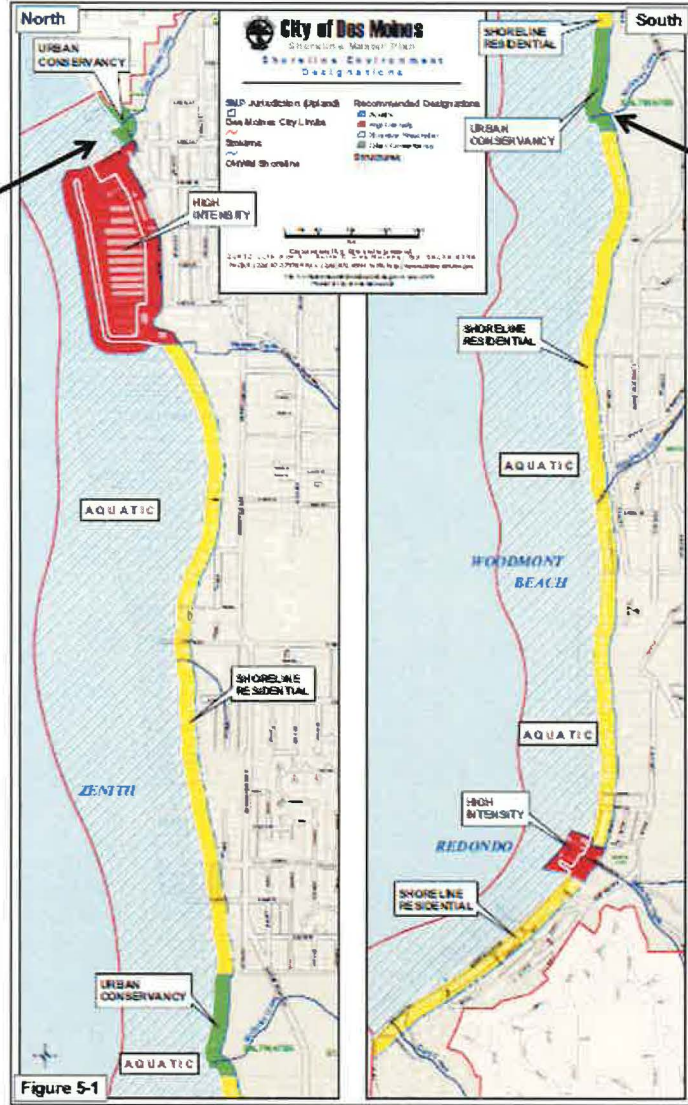
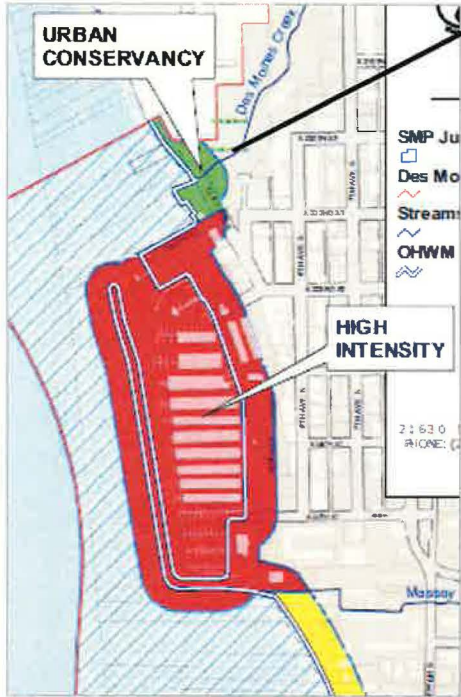
BACKGROUND



- ❑ 22047 Cliff Avenue South
 - 0.31-acre and developed with a SFR
 - upland portion approx. 80 ft x 50 ft/4,000 (excluding Cliff Ave S)
- ❑ Residential Suburban Estates (R-SE) Zone
- ❑ Des Moines Shoreline Master Program (SMP)
 - Aquatic below the ordinary high water mark (OHWM)
 - Urban Conservancy upland of OHWM
- ❑ The parcel is shown and described as a part of Des Moines Beach Park which is a Special Use Park in the Des Moines Comprehensive Plan.



SHORELINE DESIGNATIONS



SHORELINE PERMITTED USES

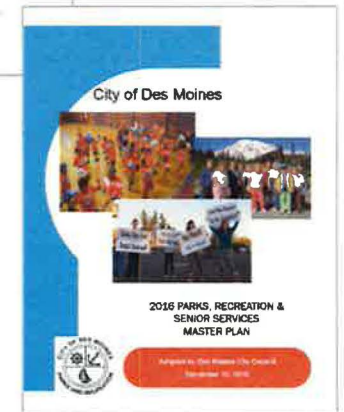
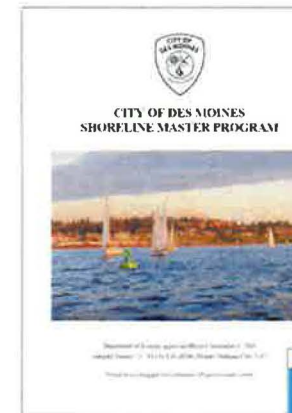
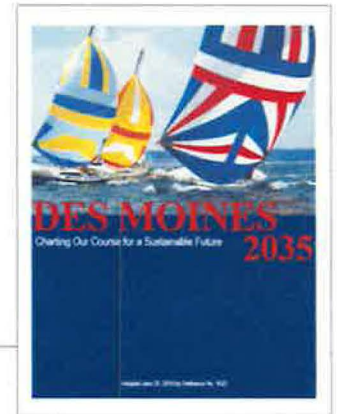
- P = May be permitted
- C = May be permitted as a conditional use only
- X = Prohibited; the use is not eligible for a variance or conditional use permit

**Table 6-1 Shoreline Master Program
Permitted Use Table**

SHORELINE USE	High-Intensity	Urban Conservancy	Shoreline Residential	Aquatic
Agriculture	X	X	X	X
Commercial Aquaculture	X	X	X	X
Boating facilities				
Public marinas and launch ramps	P	X	X	P*
Private marinas and launch ramps	C	X	X	P*
Commercial:				
Water-dependent	P	X	X	C*
Water-related, water-enjoyment	P	X	X	X
Non-water-oriented	C	X	X	X
Parking (accessory)	P	P	P	X
Parking (primary, including paid)	X	X	X	X
Recreation:				
Water-dependent	P	P	P	P
Water-enjoyment	P	P	P	P
Non-water-oriented	C	X	P	X
Single-family residential	X	X	P	X
Multifamily residential	X	X	P	X
Outdoor Advertising and Signs	P	X	X	X
Solid Waste Disposal	X	X	X	X
Transportation	P	P	P	C
Utilities (primary)	P	P	P	C

ADOPTED VISION & POLICY FRAMEWORK

- ❑ Past Council actions have defined future use of the property through policies and development regulations:
 - Comprehensive Plan
 - Parks, Recreation & Senior Services Master Plan
 - Shoreline Master Program
 - Zoning/Development Regulations
- ❑ Key policies focus on identifying and increase opportunities for public access to the public shoreline of Puget Sound and the number and variety of recreational and cultural opportunities provided at waterfront parks and the Marina.



AMENDMENTS AND CHANGES

- ❑ Preferred Land Use and Zoning
- ❑ Parks Master Plan
- ❑ Comprehensive Plan
 - ✓ All Adopted under Council Authority
 - ✓ Can be amended with Appropriate Public Comment and Process

- ❑ Shoreline Master Program – not so much
 - Must be approved by Department of Ecology

DISPOSITION/REUSE/REDEVELOPMENT OPTIONS

1. The current use.
2. Potential commercial use as a restaurant.
3. Public plaza and/or promenade along the existing bulkhead which would enhance the connection between the marina located south of the site and the portion of Beach Park north of the site.
4. Some commercial use associated with the public plaza.

Existing SFR Use/ Recreation Use

- Building permits associated with tenant improvements
- Needs to complete to allow occupancy by June 2017

Public Plaza w/ Recreation Related Commercial

- Add recreation-related commercial as an allowed use in Urban Conservancy
- Requires "Limited Amendment" to SMP
- Associated permitting for plaza/commercial use
- About 1+ year to complete amendment & permitting

Commercial Use e.g., Restaurant

- Change shoreline designation from Urban Conservancy to High Intensity
- Requires SMP Amendment
- Not likely supported by Ecology
- About 2+ years

REGULATORY FRAMEWORK & TIMELINES

FINDING THE SWEET SPOT... COST/BENEFIT

- ❑ **Maintaining existing structure:**
 - \$50K building & site improvements to meet building code
 - Ongoing maintenance costs + insurance
 - Potential loss of opportunity costs
 - Revenues from monthly rent
 - 8-10 year return on investment (ROI)

- ❑ **Plaza with Recreation-related Commercial**
 - \$25K Staff/Consultant costs for SMP Amendment & Permitting
 - \$25K to demo house
 - \$?? Design/construction costs associated with Plaza
 - Indirect revenues from pay parking/rentals by more people using plaza area/Marina/Beach Park and associated shoreline

- ❑ **Commercial Use**
 - \$100K + in staff/consultant costs associated with SMP Amendment
 - Higher Risk given that Ecology will not likely support
 - Direct revenues from commercial lease but longer ROI

SPATIAL PERSPECTIVE

Wasson Property & Adjacent Parkland



North Plaza Area



South Plaza Area



SPATIAL PERSPECTIVE

Wasson ~4,700 SF developable area overlaid on Marina plaza/open space rea















IMAGINING THE POSSIBILITIES...



STOREFRONT STUDIO PERSPECTIVES



180



180

CREATING PEOPLE PLACES AND SPACES





IMPROVING PUBLIC ACCESS TO THE SHORELINE



NEXT STEPS

- Council Direction:
 - Property Disposition
 - Options to Carry Forward

- Refine options and report back via future Administrative Reports/Study Sessions

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Authorization For Services

To: Ms. Denise Lathrop
 City of Des Moines
 21630 11th Avenue South, Suite D
 Des Moines, WA 98198-6398
 1-206-870-6563
DLathrop@desmoineswa.gov

Date: March 30, 2017
Project Number: H-2015-13
Project Name: Shoreline Limited Amendment

From: Theresa R. Dusek
 128 Rainbow Lane
 Packwood, WA. 98361
 1-253-861-3355
theresadusekconsulting@hotmail.com

RE: Shoreline Limited Amendment

Thank you for the opportunity to submit this scope and fee for the above referenced project. This project will be a task under the Community Development On-call Services Contract. The City is proposing to complete a limited amendment to allow water-related and water-enjoyment commercial uses in the Shoreline Urban Conservancy designation, which includes Des Moines Beach Park and Salt Water State Park. Water-related and water enjoyment commercial uses may include food and beverage facilities at public beaches, and rentals of equipment for kayaking, paddle boarding, wind surfing, biking, skin diving, snorkeling, fishing, etcetera.

Full review of the SMP and Comprehensive Plan will be required to make sure there are not conflicts with this proposed change to the Des Moines Shoreline Master Program. Local governments, such as Des Moines, may periodically amend their shoreline programs with a limited amendment when there is a change in law, zoning, or other local conditions (WAC 173-26-090). All proposals for changes in environment designation shall provide written justification for such based on existing development patterns, the biophysical capabilities and limitations of the shoreline being considered, and the goals and aspirations of the local citizenry as reflected in the locally adopted comprehensive land use plan. The process and timelines are described in WAC 173-26. Note the process and timelines are under review and anticipated to be modified in June of 2017 (<http://www.ecy.wa.gov/programs/sea/rules/1506docs.html>). Overall, in accordance with WAC 173-26 the local agency must implement a public participation plan that shall provide for early and continuous public and agency participation through broad dissemination of informative materials, proposals and alternatives, opportunity for written comments, public meetings after effective notice, provision for open discussion, and consideration of and response to public comments. The degree of public and agency involvement sought by local government should be gauged per the level of complexity, anticipated controversy, and range of issues covered in the draft proposal. A master program limited amendment proposed by local government shall be submitted to Ecology for its review and formal action after implementing the public participation plan. The submittal shall be in the form of a signed ordinance or resolution and must meet the requirements of WAC 173-26-110.

Our scope of services and fee are listed below:

Task 1: SMP Limited Amendment Preparation

We propose to assist you with the shoreline limited amendment through full review of the SMP and Comprehensive Plan to make sure there are not conflicts with this proposed change to the Des Moines Shoreline Master Program. We propose, with your assistance, to complete a packet for presentation by you to the City Council and preparation of the packet to be provided to Ecology. **The fee will be on a time and expense basis, not to exceed \$8,000. We have estimated 80 hours for this task.**

Task 2: Project Coordination

This task includes answering any questions, attending up to two meetings which will include City Council meetings and a public hearing, and responding to comments from Ecology, if any. We anticipate time during the preparation process to coordinate with Ecology to streamline the project and process. **The fee will be on a time and expense basis, not to exceed \$2,500. We have estimated 25 hours for this task.**

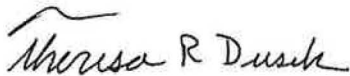
We agree to retain all nonpublic information obtained from you, as the client, as confidential. We agree not to release or discuss any of such information unless we obtain the prior written consent from you, as the client, or are otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority.

If you have any questions or would like to discuss this scope and fee in further detail, please feel free to contact me. We appreciate the opportunity to provide our services to you and look forward to working with you on this project.

If you have further questions my cell number is 1-253-861-3355.

Sincerely,

THERESA R. DUSEK



Theresa R. Dusek
Natural Resource Ecologist

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Additions/changes to Special Revenue Funds.

ATTACHMENTS:

1. Draft Ordinance No. 17-036

FOR AGENDA OF: April 13, 2017

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: April 5, 2017

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- Legal 76
 Finance DM
 Courts _____
 Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for City Council to create authorization for, and legally create, two new special revenue funds (Development Fund and Waterfront Zone Fund) as well as dedicate the water and sewer utility franchise payments (newly created in 2016) to the Paving Fund. This authority is necessary in order for the City to report the activity in Special Revenue funds.

Suggested Motion

Motion 1: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 17-036 on first reading."

Motion 2: "I move to enact Draft Ordinance No. 17-036 amending DMMC 3.51.102 to dedicate water and sewer utility franchise payments to the Paving Fund and to create two new special revenue funds in chapter 3.51 DMMC."

Background

Title 3 DMMC authorizes and provides the legal definition of “funds” used for budgeting and reporting City financial activity. During the creation and adoption of the 2017 Operating and Capital Budget City Council made two changes which affect special revenue funds. The first change was to restrict, starting January 1, 2017, the water and sewer utility franchise payments (new source of revenue created in 2016) to the Street Paving Fund. The second change was to create budgets for a new Waterfront Zone Special Revenue fund.

The third Title 3 change moves the accounting of certain development, construction management, permitting and licensing activities from the General Fund to a newly created Special Revenue Fund.

All three changes are effective January 1, 2017.

Discussion

The first two changes codify the changes already approved by City Council with the adoption of the 2017 Operating and Capital Budget.

The third change has its origins in the 2017-2022 Financial Plan and related discussion. The 2017-2022 Financial Plan separated major activities which occur in the General Fund and matched revenues to the costs for which they were dedicated. One of those areas was the General Fund’s Planning Building and Public Works Department.

Placing development activity inside a Special Revenue fund will provide several benefits. First, it has its own fund balance which can be utilized to manage resources and expenditures over the long term. Revenue from development permits and fees are required at the beginning of a project. Many projects are not completed within the calendar year in which the fee is paid. Thus payment is received in one year and the costs to provide the related service may occur in the subsequent one and even two year time frame. Additionally, development revenues are not constant and can significantly fluctuate between years and through changes in general economic cycles. As more services are needed, City staffing and contract staffing increase, as the demand for services decline then City staffing and contract staffing decrease. The bundle of revenues and services to be included in the new special revenue fund are diversified enough to help provide “smoothing” of impacts of changes in one type of fee (say building permits) from other types (say Engineering plan reviews). Likewise, the group of staff included in the new special revenue fund provide a wide base of employee expertise (planning, engineering, inspection, licensing, etc.) such that when a prolonged decrease in development activity necessitates a decrease in staffing, the choice and method of staff downsizing can be accomplished without unduly affecting just one service area.

Placing the volatile, fee based, development activity in its own fund provides for much more stable, predictable General Fund activity as well as to help provide visibility and clarity to General Fund tax supported activities.

Alternatives

Council could decide to amend the 2017 Operating and Capital budget and have some or all of the activities’ revenues and expenses be maintained in the General Fund rather than creating/changing the Special Revenue funds.

Financial Impact

The recommended changes have no impact on the total amount of resources or uses of funds flowing into or out of the City.

Recommendation

Staff recommends Council enact Draft Ordinance No 17-036 establishing and defining the new Special Revenue funds and to restrict the water and sewer utility franchise payments.

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CITY ATTORNEY'S FIRST DRAFT 03/20/2017**DRAFT ORDINANCE NO. 17-036**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to special revenue funds, amending DMMC 3.51.102, adding two new sections as DMMC 3.51.105 and DMMC 3.51.141, and codifying two new sections in chapter 3.51 DMMC.

WHEREAS, the Des Moines City Council expressed its intent with the adoption of the 2017 Operating and Capital Budget to add a new special revenue fund and to restrict certain funding sources, and

WHEREAS, certain public and private development revenues can significantly fluctuate from year to year, and

WHEREAS, certain development revenues are paid up front for services which may take several years to fully perform and may require the City to incur costs in excess of revenues received in a given year, and

WHEREAS, the Des Moines City Council desires to restrict certain revenues and maintain a fund balance separate from the general funds' fund balance by creating a new special revenue fund, and

WHEREAS, the City Council finds that the amendments contained in this Ordinance are appropriate and necessary for the preservation of the public health and welfare; now therefore,

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

Sec. 1. DMMC 3.51.102 and section 1 (part) of Ordinance No. 1638 are amended to read as follows:

Street pavement fund.

- (1) There is created a "street pavement fund."
- (2) The purpose of the street pavement fund is for the receipt and expenditure of moneys used to

Ordinance No. _____
Page 2 of 4

reconstruct or preserve (chip seal, micro seal, overlay, etc.) street pavement.

(3) Moneys for the street pavement fund consist of funds received from the second \$20.00 of the car tab fee collected pursuant to chapter 36.73 RCW and chapter 12.30 DMMC, from water and sewer franchise payments as new sources of funding effective January 2017, and from such other sources as the City Council may determine.

NEW SECTION. Sec. 2. A new section is added as DMMC 3.51.105 to read as follows:

Development fund.

(1) There is created a "Development fund."

(2) The purpose of the development fund is for the receipt and expenditures of moneys relating to provision of public and private development services by the Planning, Building, Inspection, Permitting, Business Licensing and Engineering functions.

NEW SECTION. Sec. 3. A new section is added as DMMC 3.51.141 as follows:

Waterfront zone fund.

(1) There is created a "waterfront zone fund".

(2) The purpose of the waterfront zone fund is for the receipt and expenditures relating to provision of services and public access to the fishing pier, the waterfront area of the Beach Park and related parking lots, and to the space on the upland areas not designated as part of the Marina enterprise fund.

(3) Moneys for the waterfront zone consist of parking revenue, rental revenue and other such activity revenues created from within this zone.

(4) The moneys created within this zone are to first be used to cover operating costs. Remaining moneys can be used for

Ordinance No. _____
Page 3 of 4

capital improvements within the zone, for capital improvements in the marina enterprise fund or for unrestricted transfer to the general fund.

NEW SECTION. Sec. 4. Codification.

(1) Section 2 of this Ordinance shall constitute a new section as DMMC 3.51.105 entitled "Development fund".

(2) Section 3 of this Ordinance shall constitute a new section as DMMC 3.51.141 entitled "Waterfront zone fund."

NEW SECTION. Sec. 5. 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. 6. Effective date. This Ordinance shall take effect and be in full force five (5) days after its final passage by the Des Moines City Council in accordance to law and the changes contained herein are retroactive to January 1, 2017.

PASSED BY the City Council of the City of Des Moines this _____ day of _____, 2017 and signed in authentication thereof this _____ day of _____, 2017.

M A Y O R

APPROVED AS TO FORM:

Ordinance No. _____
Page 4 of 4

City Attorney

ATTEST:

City Clerk

Published: _____

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Construction Contract Award and Consultant Agreement for Construction Administration & Inspection Services for the 16th/17th Place Storm Connections Project to South 268th Street Project

ATTACHMENTS:

1. Public Works Contract – Reed Trucking
2. Task Order - Parametrix
3. Contract Bid Tabulation
4. Reed Trucking & Excavation Bid Proposal
5. Proposed Project Budget Worksheet

FOR AGENDA OF: April 13, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: April 7, 2017

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DJB

Legal [Signature]

Finance [Signature]

Courts N/A

Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the Construction Contract with Reed Trucking & Excavating, Inc. (Attachment 1) for a new storm drainage project on 16th Place and 17th Place South that has developed in conjunction with the South 268 Street Project. This emergent work is needed in order to address some minor street flooding, and to coordinate the timing of these storm drainage improvements with our franchise utilities, who are preparing to make final pavement restorations on these streets. Administration is also seeking approval of a Task Order with Parametrix for the Construction Services for the Project (Attachment 2).

Suggested Motions

Motion 1: “I move to approve the Public Works Contract with Reed Trucking & Excavating, Inc. for the 16th /17th Place Storm Connections Project, in the amount of \$94,725.00, authorize a project contingency in the amount of \$10,000, and further authorize the City Manager or his designee to sign said Contract substantially in the form as submitted.”

Motion 2: “I move to approve Task Order 2016-06.01 with Parametrix for the Construction Administration and Inspection Services of the 16th /17th Place Storm Connections Project in the amount of \$27,378.54, and authorize the City Manager or his designee to sign said Task Order substantially in the form as submitted.”

Motion 3: “I move to direct administration to bring forward a budget amendment to the 2017-2022 Capital Improvement Plan and the 2017 Capital Budget to include the 16th / 17th Place Storm Connections Project as shown in Attachment 5.”

Background

Some storm drainage issues have been identified in the cul-de-sacs located on 16th Place and 17th Place just to the north of South 268th Street. Each of these cul-de-sacs currently drain to drywell style catch basins which are intended to infiltrate storm water into the ground. However, during heavy rain events these basins are now becoming inundated which has caused some standing water. The drywells are no longer able to handle the amount of storm water and are causing issues with adjacent private properties and could cause damage to the pavement within those streets.

This proposed project will provide new drainage within 16th Place and 17th Place and connect to the newly installed storm drainage system within South 268th Street with approximately 390 linear feet of enclosed storm piping, four new catch basin structures, the restoration of disturbed curb, gutter, driveways, and hot mix asphalt roadway patching. Additionally, the construction project will include consultant Construction Administration and Inspection Services. Following this work, the cul-de-sacs will be paved by Highline Water District’s contractor as part of their water system improvements. All project approvals and permits are acquired.

Discussion

Construction Contract (Motion #1)

The Project was sent to contractors selected from the MRSC small works roster and/or Public Works contractors that have done prior work with the City, to participate in an Invitation to Bid (ITB). The ITB was distributed on March 9th, 2017 and Bids were opened on March 23rd, 2017.

A total of (4) bids for the project were received. Bids from the contractors are summarized below and the Bid Tabulation is shown in Attachment 3. The submitted proposal from the low bidder is provided in Attachment 4.

BID RESULTS

Engineer's Estimate	\$119,911.00
<u>Contractor Name</u>	<u>Bid Proposal</u>
Reed Trucking & Excavating, Inc.	\$94,725.00 (Low Bid)
Scarsella Bros. Inc.	\$109,594.20
Road Construction Northwest, Inc.	\$128,731.00
SCI Infrastructure, LLC	\$137,437.50

The Contractor will receive Notice to Proceed on this project as soon as possible after Council approval to award and receipt of all the necessary contract paperwork from the Contractor. The Contractor will have 20 working days to complete this project, and construction is expected to begin within 10 days following the Notice to Proceed.

Construction Administration and Inspection Services (Motion#2)

Engineering consultants are needed in order to supplement and expand the capability of City staff for construction inspection and management of the Project. These services are proposed to be provided by Parametrix, the Engineer of Record for the project, as provided in Attachment 2. Staff believes that Parametrix has satisfactorily met engineering expectations for the project and have demonstrated their qualifications for these services on other projects within the City of Des Moines. Parametrix will be able to maintain valuable overall project history and consistency with the previous phases of work.

AlternativesMotion #1

Council could decide not to award the contract at this time, and direct staff to re-submit for construction bids at a later time. However, there is no reason to believe project bids would be lower given the present extremely busy bidding climate, and the City would incur additional costs, due to lack of coordination with Highline Water District.

Motion #2

Due to current work load, the City does not have adequate staffing to perform the necessary construction administration and inspection duties for the project. Council could direct staff to solicit for proposals from other consultants within the City's consultant on-call roster, but this would likely cause a project delay impacting the construction schedule. Additionally, solicitation for other proposals will result in potentially (2) separate contracts, one for the construction management and inspection work and one for the Engineer of Record (Parametrix). By utilizing the Engineer of Record to fulfill these services, the City will benefit from consolidated services.

Financial Impact

The proposed budget for the project is \$175,000 to be paid using SWM Capital Funds transferred from the available Operating Fund balance. Finance has reviewed the ending fund balance of the SWM Utility to assure that sufficient reserve funds remain following this transfer.

Recommendation or Conclusion

Staff recommends Council to approve the suggested motions.

Concurrence

Finance, Legal, and Public Works concur.

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**PUBLIC WORKS CONTRACT
between City of Des Moines and**

REED TRUCKING AND EXCAVATION, INC.

THIS CONTRACT is made and entered into this day of [Enter Month], [Year], by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Reed Trucking and Excavation, Inc. organized under the laws of the State of Washington, located and doing business at 2207 Inter Ave Ste. A, Puyallup, WA 98372, (253) 841-4837 (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope and Schedule of Work, attached hereto and incorporated herein by reference.

The 16th Place – 17th Place Storm Connections project is located along 16th Place South and 17th Place South, north of South 268th Street.

The Contractor shall provide emergency access along 268th Street and all adjacent streets at all times. Local access to private property shall be maintained at all times. The Contractor will provide a traffic control plan for review with their submittal of a Right-of-Way Permit.

Work to be contemplated shall include, but not be limited to, project temporary traffic control, installation of enclosed storm sewer, removal and replacement of driveways, curb, and gutter, Class 1/2" PG 64-22 HMA removal and placement, and all incidental items necessary to complete the Work as described herein and in the Plans and Specifications.

The Contractor agrees to furnish all materials, tools, labor, and other incidentals, and to perform all services and work as described in this Contract and the contract documents, which consist of this Contract and the following items, which are by this reference incorporated herein:

Standard Specifications for Road, Bridge, and Municipal Construction, 2016 prepared by the Washington State Department of Transportation and the



American Public Works Association - Washington State Chapter, including current Amendments to the Standard Specifications.

Attachments:
Contract Plans
Special Provisions
Wage Rates

- a. Contractor represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.
- b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for those items mentioned therein to be furnished by the City.
- c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated.

In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) shall perform any changes in the work in accord with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 1. Terms and provisions of the Contract
- 2. Addenda,
- 3. Proposal Form,
- 4. Special Provisions, including APWA General Special Provisions, if they are included,
- 5. Contract Plans,
- 6. Amendments to the Standard Specifications,
- 7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
- 8. Contracting Agency's Standard Plans (if any), and
- 9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit A attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within twenty (20) working days. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed Ninety Five Thousand Seven Hundred Twenty Five & 00/100 (\$94,725.00), plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place, road, highway, etc. as defined in WAC 458-20-171,

then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.
- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.
- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

IV. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Planning, Building and Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

V. TERMINATION. The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this Contract.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Contract.

If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract until the Contract work is completed. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

VI. Liquidated Damages. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and

Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of \$ **710.44** shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

VII. PREVAILING WAGES. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised

Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

VIII. Hours of Labor. Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

IX. Compliance with Wage, Hour, Safety, and Health Laws. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

X. Days and Time of Work. Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 7:00 p.m.

Saturday, Sunday and Holidays: 8:00 a.m. to 5:00 p.m.

XI. Workers' Compensation. The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers' Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.

The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within seven (7) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to

agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

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

XIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within seven (7) calendar days of the occurrence of the events giving rise to the claims, or within seven (7) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

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

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

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Contractor's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Contract that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

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

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

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

XV. WARRANTY. Upon acceptance of the contract work, Contractor must provide the City a warranty bond for one year in the amount of the contract value specified in Section III above and in a form acceptable to the City. In the event any defects are found within the first year, the warranty bond shall be extended for an additional year. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XVI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion,

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

XVII. INDEMNIFICATION. Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

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

No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on 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, products-completed

operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. 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 using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

E. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

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

XX. Bond - Separate Payment and Performance Bond Required. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish both a performance bond and a payment bond to the City, both in the full amount of the bid with a surety company as surety. The purpose of the bonds is to ensure that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bonds shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company providing such bond shall agree to be bound to the laws of the state of Washington, and subjected to the jurisdiction of the state of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bond is supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$35,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bond, elect to have the City retain 50% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

XXI. Debarment. The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

XXII. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XVII of this Contract.

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

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives

its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

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

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

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

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

I. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

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

K. Severability. If any one or more sections, sub-sections, or sentences of this Contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Contract and the remainder shall remain in full force and effect.

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

<p>CONTRACTOR:</p> <p>By: _____</p>	<p>CITY OF DES MOINES:</p> <p>By: _____</p>
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<p style="text-align: right;"><i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____</p> <p style="text-align: right;"><i>(Title)</i></p> <p>DATE: _____</p>	<p style="text-align: right;"><i>(signature)</i></p> <p>Print Name: <u>Michael Matthias</u></p> <p>Its <u>City Manager</u></p> <p style="text-align: right;"><i>(Title)</i></p> <p>DATE: _____</p> <p style="text-align: right;">Approved as to Form:</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">City Attorney</p> <p style="text-align: right;">DATE: _____</p>
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<p>NOTICES TO BE SENT TO:</p> <p>CONTRACTOR:</p> <p>[Insert Contact Name] [Insert Company Name] [Insert Address] [Address - Continued]</p> <p>[Insert Telephone Number] (telephone) [Insert Fax Number] (facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES:</p> <p>Loren Reinhold City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206-870-6524 (telephone) 206-870-6596 (facsimile)</p>
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Formal Task Assignment Document

Task Number 2016-06.01

The general provisions and clauses of Agreement On-Call Svcs. shall be in full force and effect for this Task Assignment

Location of Project: Des Moines, WA

Project Title: 16th Place-17th Place Storm Connections Construction Services

Maximum Amount Payable Per Task Assignment: \$27,378.54

Completion Date: June 30, 2017

Description of Work:
(Note attachments and give brief description)

See attached Scope of Work and Budget Summary and Budget Detail.

Agency Project Manager Signature.

Date:

Oral Authorization Date:

See Letter Dated:

Consultant Signature:



Date: 3-28-17

Agency Approving Authority:

Date:

SCOPE OF WORK

City of Des Moines 16th Place-17th Place Storm Connections Construction Services

INTRODUCTION

The City of Des Moines (City) has requested a task assignment for construction services for the 16th Place-17th Place Storm Connections project.

These services are intended to assist the City of Des Moines (AGENCY) in administering the contract for construction, monitoring the performance of the Construction Contractor (“Contractor”), and verifying that the Contractor’s work is in substantial compliance with the Contract Documents. These services are based upon the understanding that the AGENCY will contract directly with the Contractor for the construction project work. The AGENCY will lead the construction process and will make decisions, provide approvals, and perform other actions as needed for completion of construction. These services are also based upon the AGENCY executing a contract for construction with the Contractor that is consistent with the Consultant Agreement and with these services, and which provides the requisite authority for Parametrix (CONSULTANT) to fulfill its responsibilities. The services provided by the CONSULTANT are limited to the items listed in the scope of services below. Additional services may be provided upon request.

Period of Performance

The services included in this scope of services will commence upon the receipt of a Notice to Proceed and extend through final completion and acceptance of the construction project by the AGENCY, completion and acceptance of the project documentation by the AGENCY, or **June 30, 2017**.

CONSULTANT’s services are also based upon the schedule or duration of construction of **20 working days** with an estimated 5 additional days due to potential changes or delays. Deviations from the anticipated schedule or duration of construction will affect the scope of these services and CONSULTANT’s compensation for the services, and may require an amendment. CONSULTANT will not perform services beyond the agreed upon contract amount without written authorization from the AGENCY. The level of effort to perform the work described is based on a standard 5-day work week and standard 8-hour workday.

PHASE 1 – CONSTRUCTION SERVICES

Task 01 – Project Management and Construction Engineering

1.1 General Project Management

This task includes overall project management of CONSULTANT’s contract with the City of Des Moines including the following:

- *Project Planning* – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordination of project team and issues throughout the project, including

SCOPE OF WORK (continued)

inspection, engineering, answering questions regarding contract administration, and offering advice to the City on construction issues.

- *Budget and Schedule Tracking* – Track the consultant project budget using CONSULTANT’s in-house tools to verify that progress is keeping pace with spending. Issues or changes that may arise will be proactively communicated and documented with the AGENCY’S Project Manager.
- *Monthly Progress Reports* – Prepare monthly progress reports for distribution to the AGENCY. Prepare a monthly invoice for services performed by CONSULTANT and its subconsultants (if applicable).
- *Correspondence* – Prepare written correspondence as needed to document project management issues and/or concerns.

1.2 Pre-Construction Conference

CONSULTANT shall assist City staff to prepare for and conduct a pre-construction conference with the Contractor prior to the Contractor beginning work. The CONSULTANT will develop a draft agenda and relevant project distribution information for the AGENCY’S review and approval prior to the Conference. The meeting will be held at a location designated by the AGENCY.

1.3 Submittals

The CONSULTANT’s scope of work includes the review and approval of Request for Approval of Materials (RAMs) when requested by the AGENCY. All contractor submittals to AGENCY staff and or Engineer of Record will be submitted for approval, including proposed designs, construction methods and procedures for various components of the structures, formwork and false work submittals, catalog cuts, and shop drawings for compliance with Contract Documents. The CONSULTANT will seek technical expertise from the Engineer of Record when required for clarification or resolution on Contract Drawings.

The CONSULTANT will review and respond on the Spill Prevention, Control, and Countermeasures (SPCC)/Erosion Control Plan and will monitor the Contractor’s administration of this plan.

CONSULTANT’s review of shop drawings, samples, and submittals shall be for conformance with the design concept and compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples, and submittals is free from errors, inconsistencies, or omissions.

CONSULTANT’s scope shall be based upon the scope of work in the contract for construction and shall include a maximum of two submissions by the Contractor for each shop drawing, sample, or submittal.

1.4 Requests for Information

The CONSULTANT’s scope of work includes review of the Contractor’s requests for information or clarification of the contract for construction. For budgeting purposes, it is assumed that up to five requests for information will be made by the Contractor.

CONSULTANT shall assist the AGENCY in reviewing and responding to the Contractor’s requests for substitution of materials and equipment during construction. CONSULTANT will review such requests and advise the AGENCY as to the acceptability of such substitutions.

SCOPE OF WORK (continued)

1.5 Progress Payment

CONSULTANT will receive and review the initial Contractor's request for payment. CONSULTANT will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. The CONSULTANT will track installed quantities, review Contractor's invoices for materials, and provide a monthly pay estimate for the AGENCY to make payment to the Contractor based on measured quantities of work performed for each bid item. CONSULTANT shall provide recommendations to the AGENCY as to the acceptability of the requests. CONSULTANT will advise the AGENCY as to the status of the total amounts requested, paid and remaining to be paid, under the terms of the contract for construction. CONSULTANT assumes that following the initial pay estimate that the AGENCY will receive and review subsequent requests for payment.

Deliverables

- Monthly Progress Reports (three reports assumed based on contract end date specified above).
- Preparation of Pre-Construction Conference Agenda.
- Preparation of Pre-Construction Conference Meeting Minutes.
- Pre-Construction Photographs.
- Preparation and maintenance of submittal response(s).
- Preparation of written responses to requests for information.
- Initial Draft Request for Payment (MS Word/Excel Format).

Assumptions

- The presence or duties of CONSULTANT's personnel at a construction site, whether as on-site representatives or otherwise, do not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to the AGENCY and/or the Contractors or other entities, and do not relieve the Contractors or any other entities of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- When appropriate, CONSULTANT's project authority shall be as prescribed for the Project Engineer in Section 1-05.2 of the Washington State *Standard Specifications for Road, Bridge, and Municipal Construction*, 2016 Edition. CONSULTANT has no authority to exercise any control over others' health and safety but will notify affected personnel of any site conditions posing an imminent danger to them which CONSULTANT observes.
- The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to the AGENCY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept, as reflected in the construction documents, has been implemented and preserved by the Contractor(s).
- The AGENCY agrees to include in all construction contracts any provisions providing Contractor indemnification of AGENCY for Contractor's negligence as equal indemnification of CONSULTANT and CONSULTANT personnel.

SCOPE OF WORK (continued)

- The AGENCY shall require Contractor(s) to name AGENCY and CONSULTANT as additional insureds on the Contractor's general liability insurance policy.
- Design and engineering services for CONSULTANT to prepare drawings and specifications for issuance to the Contractor as part of significant AGENCY-initiated changes shall be considered as Additional Services, entitling CONSULTANT to additional compensation.
- CONSULTANT will receive and review the Contractor's initial request for payment. CONSULTANT will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. CONSULTANT will not issue decisions on Contractor claims or disputes. CONSULTANT will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.

Task 02 – Construction Observation

CONSULTANT will conduct daily on-site inspections of the Contractor's construction methods, products, materials, and activities for conformance with the project plans, specifications, Contract Documents, submittals and applicable codes and design standards with the ROM. The CONSULTANT will provide a Lead Construction Observer that is assigned to the project for the duration of the project. The lead Construction Observer will be the AGENCY'S representative to coordinate and facilitate the Contractor's work with utilities, and adjacent property owners on the project as the primary point of contact in the field for the AGENCY. The Lead Construction Observer will coordinate the preparation of the written field reports, diaries, or other records required of the construction observations, and transmit the required documentation to the AGENCY within 24 hours. Any non-conformance, deviations, defects, or deficiencies observed will be documented and communicated to the AGENCY.

The CONSULTANT will take daily photographs of the work in progress by the Contractor that will be made available to the AGENCY within 24 hours of taking the photograph. Daily photographs will also document existing conditions that may relate to changed conditions or utility conflicts that are exposed.

The CONSULTANT will review the required wage rates and conduct the required employee wage interviews, if applicable.

The CONSULTANT will track and inspect all material deliveries, storage, and protection for compliance.

The CONSULTANT will document all observed non-conforming work, and as necessary in conjunction with the Engineer of Record make recommendations to the AGENCY for corrective measures. In addition the CONSULTANT will notify the Contractor immediately and proactively work with the Contractor to resolve such issues. Resolution of all nonconforming issues/items, will be tracked to ensure that corrective work is completed. As necessary, disputes will be elevated to the proper level.

The CONSULTANT will prepare Inspector's Daily Reports (IDRs) by utilizing electronic IDR forms that meet Washington State Department of Transportation (WSDOT) criteria documenting weather conditions, labor, equipment, materials used, material and equipment deliveries to the site, phases of work being undertaken with start and stop times, work by bid item number, environmental permit compliance, Contractor contracts made, visitors to the site, quality of work, shortages, requests for change orders, engineer directives and/or clarifications, design issues, safety, traffic management, accidents, notices received, interfaces with other agencies and government officials, identification of different site conditions and contaminated materials, and the

SCOPE OF WORK (continued)

influence of external events such as weather and strikes which may affect the cost or completion schedule for the work. IDRs will be made available to the AGENCY by the end of the next day's shift.

The CONSULTANT will provide daily reports on any Force Account items on forms that meet WSDOT criteria, and document and calculate the amount to be paid for work performed on the Force Account.

The CONSULTANT will use WSDOT form 422-635 to document and record field calculations and notes.

The attached estimated consultant cost spreadsheet includes **100 hours** (4 hours per day for 20 working days and 5 additional working days) of construction inspection services to be provided by the CONSULTANT.

Deliverables

- Daily Observation Reports.
- Field Note Records.
- Daily photographs.

Assumptions

- CONSULTANT observation time has been estimated based on the assumption that construction activity will occur within 10 days of the issuance of the Notice to Proceed and will continue over 20 concurrent working days and will be completed in no more than 5 additional working days. Additional construction observation may be provided if requested by the AGENCY in writing and will require a supplement to the budget prior to the start of additional work.

Client: City of Des Moines
 Project: 16th Place-17th Place Storm Connections
 Project No: TA 2016-06.01

**Construction Services
 Budget Summary**

Phase / Task	Direct Salary Cost	Overhead DSC * 184.88	DSC + OH	Fee Amount DSC * 30.00	Total Including Fee	Expenses	Total
PHASE: 0601 16TH PL-17TH PL CONSTR SVCS							
Task: 01 PM & Construction Engineering							
<i>General Project Management</i>	620.40	1,147.00	1,767.40	186.12	1,953.52	0.00	1,953.52
<i>Pre-Construction Conference</i>	659.00	1,218.36	1,877.36	197.70	2,075.06	0.00	2,075.06
<i>Submittals</i>	589.04	1,089.02	1,678.06	176.71	1,854.77	0.00	1,854.77
<i>RFIs</i>	605.92	1,120.22	1,726.14	181.78	1,907.92	0.00	1,907.92
<i>Progress Payment</i>	427.04	789.51	1,216.55	128.11	1,344.66	0.00	1,344.66
Task: 02 Construction Observation	3,576.00	6,611.31	10,187.31	1,072.80	11,260.11	0.00	11,260.11
Task: EXP Expenses	0.00	0.00	0.00	0.00	0.00	1,982.50	1,982.50
	\$6,477.40	\$11,975.42	\$18,452.82	\$1,943.22	\$20,396.04	\$1,982.50	\$22,378.54
PHASE: 0601MR MANAGEMENT RESERVE							
Task: 01 Management Reserve	0.00	0.00	0.00	0.00	0.00	5,000.00	5,000.00
Project Totals:	\$6,477.40	\$11,975.42	\$18,452.82	\$1,943.22	\$20,396.04	\$6,982.50	\$27,378.54

Client: City of Des Moines
 Project: 16th Place-17th Place Storm Connections
 Project No: TA 2016-06.01

	Austin Fisher				
		John M. Betzvog			
			Tammy R. Seymour		
				Christy Pope	
					Project Accountant
Sr Consultant		Designer III	Project Controls Specialist	Project Controls Specialist	Project Accountant

**Construction Services
 Budget Detail**

Burdened Rates:

Phase	Task	Description	Labor Dollars	Labor Hrs	\$238.49	\$112.60	\$111.78	\$111.40	\$90.62
0601		16th PI-17th PI Constr Services	\$20,396.04	162	18	116	14	10	4
	01	PM & Construction Engineering	\$9,135.93	62	18	16	14	10	4
		General Project Management	\$1,953.52	16	2			10	4
		Pre-Construction Conference	\$2,075.06	14	4	4	6		
		Submittals	\$1,854.77	12	4	8			
		RFIs	\$1,907.92	8	8				
		Progress Payment	\$1,344.66	12		4	8		
	02	Construction Observation	\$11,260.11	100		100			
	EXP	Expenses	(see below)						

DIRECT EXPENSES:

Description	Amount
Mileage	\$1,872.50
Wireless Communications	\$110.00
Expense Total:	\$1,982.50
Management Reserve	\$5,000.00
Project Total:	\$27,378.54

16th/17th Place Storm Connections Project

Bid Tabulation

Bid Opening: March 23, 2017

Item#	Unit	Qty	Reed		SCI		Scarsella		Road Construction NW	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	FA	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
2	LS	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
3	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
4	LS	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00
5	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00
6	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,500.00	\$ 5,500.00
7	LS	1	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00
8	Each	6	\$ 200.00	\$ 1,200.00	\$ 300.00	\$ 1,800.00	\$ 300.00	\$ 1,800.00	\$ 750.00	\$ 4,500.00
9	Each	2	\$ 400.00	\$ 800.00	\$ 250.00	\$ 500.00	\$ 600.00	\$ 1,200.00	\$ 750.00	\$ 1,500.00
10	LF	299	\$ 5.00	\$ 1,495.00	\$ 6.00	\$ 1,794.00	\$ 6.00	\$ 1,794.00	\$ 6.00	\$ 1,794.00
11	SY	150	\$ 10.00	\$ 1,500.00	\$ 4.00	\$ 600.00	\$ 13.50	\$ 2,025.00	\$ 22.00	\$ 3,300.00
12	SY	11	\$ 10.00	\$ 110.00	\$ 18.50	\$ 203.50	\$ 35.00	\$ 385.00	\$ 35.00	\$ 385.00
13	LS	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
14	Ton	25	\$ 300.00	\$ 7,500.00	\$ 190.00	\$ 4,750.00	\$ 225.00	\$ 5,625.00	\$ 300.00	\$ 7,500.00
15	LF	257	\$ 70.00	\$ 17,990.00	\$ 80.00	\$ 20,560.00	\$ 73.65	\$ 18,928.05	\$ 80.00	\$ 20,560.00
16	LF	128	\$ 90.00	\$ 11,520.00	\$ 110.00	\$ 14,080.00	\$ 86.50	\$ 11,072.00	\$ 120.00	\$ 15,360.00
17	Each	4	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	\$ 750.00	\$ 3,000.00	\$ 750.00	\$ 3,000.00
18	Each	2	\$ 500.00	\$ 1,000.00	\$ 350.00	\$ 700.00	\$ 500.00	\$ 1,000.00	\$ 750.00	\$ 1,500.00
19	Each	3	\$ 1,200.00	\$ 3,600.00	\$ 1,250.00	\$ 3,750.00	\$ 1,500.00	\$ 4,500.00	\$ 1,300.00	\$ 3,900.00
20	Each	1	\$ 3,000.00	\$ 3,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,850.00	\$ 2,850.00	\$ 4,000.00	\$ 4,000.00
21	Each	2	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 250.00	\$ 500.00	\$ 600.00	\$ 1,200.00
22	CY	25	\$ 10.00	\$ 250.00	\$ 55.00	\$ 1,375.00	\$ 40.00	\$ 1,000.00	\$ 5.00	\$ 125.00
23	LS	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,600.00	\$ 2,600.00	\$ 1,500.00	\$ 1,500.00
24	Day	15	\$ 1.00	\$ 15.00	\$ 100.00	\$ 1,500.00	\$ 0.01	\$ 0.15	\$ 75.00	\$ 1,125.00
25	CY	10	\$ 75.00	\$ 750.00	\$ 70.00	\$ 700.00	\$ 50.00	\$ 500.00	\$ 75.00	\$ 750.00
26	SY	75	\$ 15.00	\$ 1,125.00	\$ 20.00	\$ 1,500.00	\$ 10.00	\$ 750.00	\$ 15.00	\$ 1,125.00
27	LF	299	\$ 30.00	\$ 8,970.00	\$ 25.00	\$ 7,475.00	\$ 35.00	\$ 10,465.00	\$ 38.00	\$ 11,362.00
28	SY	11	\$ 100.00	\$ 1,100.00	\$ 100.00	\$ 1,100.00	\$ 100.00	\$ 1,100.00	\$ 245.00	\$ 2,695.00
29	Each	2	\$ 750.00	\$ 1,500.00	\$ 1,250.00	\$ 2,500.00	\$ 500.00	\$ 1,000.00	\$ 550.00	\$ 1,100.00
30	Each	4	\$ 250.00	\$ 1,000.00	\$ 750.00	\$ 3,000.00	\$ 250.00	\$ 1,000.00	\$ 300.00	\$ 1,200.00
Total Bid				\$ 94,725.00		\$ 137,437.50		\$ 109,594.20		\$ 128,731.00

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BID PROPOSAL

The following bid prices shall include all material, labor, tools, equipment and all taxes. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

Bid Item	Spec Section	ITEM DESCRIPTION	Total Qty	Unit	Unit Price	Total Price
A1	1-04	Unanticipated Site Conditions	1	FA	\$15,000.00	\$15,000.00
A2	1-05	Record Drawings (Min. Bid \$500)	1	LS	500.00	500.00
A3	1-05	Roadway Surveying	1	LS	1,500.00	1,500.00
A4	1-07	SPCC Plan	1	LS	500.00	500.00
A5	1-09	Mobilization	1	LS	5,000.00	5,000.00
A6	1-10	Project Temporary Traffic Control	1	LS	5,000.00	5,000.00
A7	2-01	Clearing and Grubbing	1	LS	500.00	500.00
A8	2-02	Pothole Existing Utility	6	Each	200.00	1,200.00
A9	2-02	Removing Drainage Structure	2	Each	400.00	800.00
A10	2-02	Removing Cement Conc. Curb and Gutter	299	LF	5.00	1,495.00
A11	2-02	Removing Asphalt Conc. Pavement	150	SY	10.00	1,500.00
A12	2-02	Removing Cement Concrete Driveway	11	SY	10.00	110.00
A13	2-09	Shoring or Extra Excavation Class B	1	LS	500.00	500.00
A14	5-04	HMA CL 1/2 In. PG 64-22	25	Ton	300.00	7,500.00
A15	7-04	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam Incl. Trench and Backfill	257	LF	70.00	17,990.00
A16	7-04	Ductile Iron Storm Sewer Pipe 12 In. Diam. Incl. Trench and Backfill	128	LF	90.00	11,520.00
A17	7-04	Connection to Drainage Structure	4	Each	250.00	1,000.00
A18	7-04	Connection to Drainage Pipe	2	Each	500.00	1,000.00
A19	7-05	Catch Basin Type 1L	3	Each	1,200.00	3,600.00
A20	7-05	Catch Basin Type 2 48 In. Diam	1	Each	3,000.00	3,000.00
A21	7-08	Plugging Existing Pipe	2	Each	150.00	300.00
A22	7-08	Removal and Replacement of Unsuitable Material	25	CY	10.00	250.00
A23	8-01	Erosion/Water Pollution Control	1	LS	500.00	500.00
A24	8-01	ESC Lead	15	Day	1.00	15.00
A25	8-02	Top Soil Type A	10	CY	75.00	750.00
A26	8-02	Sod Installation	75	SY	15.00	1,125.00
A27	8-04	Cement Conc. Traffic Curb and Gutter	299	LF	30.00	8,970.00
A28	8-06	Concrete Pavement for Driveways	11	SY	100.00	1,100.00
A29	8-18	Mailbox Support Type 2	2	Each	750.00	1,500.00
A30	8-18	Relocate Mailbox	4	Each	250.00	1,000.00

Total Bid Price (in figures) \$ 94,725.00

Total Bid Price (in words) Thirty-four thousand-seven hundred twenty-five + Fifty Cents

Signed Shawn Reed

Title Shawn Reed, President

Name of Bidder Reed Trucking & Excav Inc

Date of Bid 3/23/2017

BID PROPOSAL (Continued)

Registration or license, Division of Professional Licensing:

1. License Number REEDTET0116JW

2. Date March 23, 2017

3. Contractor's Signature Shawn Reed

4. Title Shawn Reed, President

Address of Bidder: 2307 Tinter Ave Ste A, Puyallup 98372
Street City Zip

Telephone Number of Bidder 253 841-4837 253 405-3905
Office Home

Email Contacts Sreed@reedtracking.com
Joni@reedtracking.com

Non-Collusion Affidavit

CITY OF DES MOINES

STATE OF WASHINGTON)

) ss.

County of King)

Shawn J. Reed, being first duly sworn on his oath, says he is President and that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham quote, or any other person or corporation to refrain from quoting; and that said Bidder has not in any matter sought by collusion to secure to (her)(him)self an advantage over any other Bid or Bidder.

Shawn J. Reed

SIGNATURE

Subscribed and sworn to before me this 23rd day of March, 2017.

Brandi M. Hall

Notary Public in and for the State of Washington,

Residing at Pierce County

My commission expires 5/1/19



Certification of Non-Segregated Facilities

The Bidder certifies that s/he does not maintain or provide for his/her employees any segregated facilities at any of her/his establishments, and that s/he does not permit her/his employees to perform their services at any locations under her/his control where segregated facilities are maintained. The undersigned certifies further that s/he will not maintain or provide for her/his employees any segregated facilities at any of her/his establishments, and that s/he will not permit her/his employees to perform their services at any location under her/his control where segregated facilities are maintained. The undersigned agrees that a breach of this certification will be in violation of the Equal Opportunity clause set forth in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

The undersigned agrees that, except where s/he has obtained identical certification from subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that s/he will obtain identical certifications from subcontractors and that s/he will retain such certifications in her/his files.

DATE: March 23, 2017
 Signature: *Strawn J. Reed*
 Name/Title: Strawn J. Reed, President
 Contractor Name: Reed Trucking & Excavating, Inc
 Address: 2207 Inter Ave., Suite A
 City/State/Zip: Puyallup, WA 98372

Statement of Bidders Qualifications

Each Bidder submitting a proposal on this work shall prepare and submit as part of this bid the following schedule:

1. Name of Bidder: Reed Trucking & Excavating, Inc
2. Business address and telephone number:
2207 Inter Ave
Suite A
Puyallup, WA 98372
3. How many years has said Bidder been engaged in the contracting business under present firm name:
19 years
4. Contracts now in hand (gross amount):
\$ 1 mil
5. General character of work performed by said company:
General Contractor, Civil, W&Utilities
6. List of more important projects constructed by said company, including approximate costs and dates:
See Attachment A

7. List of company's major equipment:

See Attachment A

8. Bank references:

Banner Bank - 253-415-1000
13605 Mendenhall E., Puyallup, WA 98373

9. Dept. of Labor and Industries' firm number:

983,104-00

10. Dept. of Revenue registration number:

91-1938552

11. Construction method(s) to be utilized as part of this Contract:

Put pipe in one piece at a time

Name of Bidder: Reed Trucking & Excavating, Inc

By: Shawn Reed

Title: Shawn Reed, President

Date: March 23, 2017



2207 Inter Ave. Ste A
 Puyallup, WA 98372
 Office 253-841-4837
 Fax 253-841-4816
 Shawn Reed, President
sreed@reedtrucking.com
 King County SCS Certification No. 989

Qualifications Information

List of major construction projects by name to include owner, contract amount, scope, percent complete and scheduled completion date:

Project:	South Tacoma Way – Stellacoom Blvd to 88th Street
Owner/Contractor:	City of Lakewood
Contact:	Troy Pokswinski
Scope:	Curb, gutter, sidewalk, illumination, traffic signal and related street improvements
Bonded:	Yes
Contract Amount:	\$1,321,816
% of work completed to date:	20%
Scheduled Completion:	June - 2017
Project:	Woodmont School Walkway Improvement
Owner/Contractor:	City of Des Moines
Contact:	Tommy Owen
Scope:	Curb, Gutter, Sidewalk, Underground Utilities
Bonded:	Yes
Contract Amount:	\$649,000
% of work completed to date:	90%
Scheduled Completion:	April - 2017
Project:	136th Street East
Owner/Contractor:	Pierce County
Contact:	Mike Smith
Scope:	Curb, Gutter, Sidewalk, Underground Utilities,
Bonded:	Yes
Contract Amount:	\$343,000
% of work completed to date:	100%
Scheduled Completion:	October - 2016
Project:	Lower Massey Creek Improvements
Owner/Contractor:	City of Des Moines
Contact:	Loren Reinhold
Scope:	Drainage Improvements, Pump Station, Clearing, Grubbing, Channel Excavation, Pile

Attachment A

Bonded: wall
Contractor Amount: Yes
\$915,000
% of work completed to date: 100%
Scheduled Completion: October - 2016

Project: **Corporate Fuel Yard Facility**
Owner/Contractor City of Puyallup
Contact: Steve Carstens
Scope: Excavation & Utilities
Bonded: Yes
Contract Amount: \$129,000
% of work completed to date: 100%
Scheduled Completion: December – 2015

Project: **Ridge Road Water Main Replacement Phase 6**
Owner/Contractor King County Water District 19
Contact: Jeff Lakin
Scope: Installation of 870' of 8" PVC pipe and related valves, fittings, couplings etc.
Bonded: Yes
Contract Amount: \$112,769.70
% of work completed to date: 100%
Scheduled Completion: May - 2016

Project: **Andrain Water Main**
Owner/Contractor: Tacoma Water
Contact: Ryan Flynn
Scope: Excavation and Utilities
Bonded: Yes
Contract Amount: \$600,000
% of work completed to date: 100%
Scheduled Completion: December - 2015

Project: **Lemons Beach Road**
Owner/ Contractor: City of University Place
Contact: Gary Cooper
Scope: Excavation and utilities.
Bonded: Yes
Contract Amount: \$280,000
% of work completed to date: 100%
Scheduled Completion Date: July - 2015

Project: **Soldier Home Levee Modification**
Owner/ Contractor: Pierce County
Contact: Randy Brake
Scope: Excavation and utilities.
Bonded: Yes
Contract Amount: \$158,000
% of work completed to date: 100%

Attachment A

Scheduled Completion Date: June - 2015

Project: Stoneway Apartments
Owner/ Contractor: BN Builders
Contact: Ron Montoya
Scope: Excavation and utilities.
Bonded: No
Contract Amount: \$2,800,000.00
% of work completed to date: 100%
Scheduled Completion Date: May - 2016

Project: SeaMar
Owner/ Contractor: Construction Enterprises & Contractors (CE&C)
Contact: Tom Romberg
Scope: Clearing, grubbing, roadway excavation, storm water treatment facilities.
Bonded: Yes
Contract Amount: \$1,000,000.00
% of work completed to date: 100%
Scheduled Completion Date: September - 2015

Project: Columbia 26 – Phase 1
Owner/ Contractor: Gall Construction
Contact: Danny Belcher
Scope: Clearing, grubbing, roadway excavation, storm water treatment facilities.
Bonded: Yes
Contract Amount: \$17,866.00
% of work completed to date: 100%
Scheduled Completion Date: 50 working days

Project: Baltimore Street Improvements
Owner/ Contractor: City of Ruston
Contact: Thomas Leyrer (JWMA)
Scope: Clearing, grubbing, roadway excavation, storm water treatment facilities.
Bonded: Yes
Contract Amount: \$56,075.00
% of work completed to date: 100%
Scheduled Completion Date: 50 working days

Project: Pacific Avenue Stormwater Treatment Facility
Owner/ Contractor: City of Olympia
Contact: Craig Anderson
Scope: Clearing, grubbing, roadway excavation, storm water treatment facilities.
Bonded: Yes
Contract Amount: \$421,933.05
% of work completed to date: 100%
Scheduled Completion Date: 50 working days

Project: Nisqually Road SW / JBLM Mounts Road Gate
Owner/ Contractor: Pierce County

Attachment A

Contact: Henry Gertje
Scope: Clearing, grubbing, roadway excavation, storm water treatment facilities, paving, permanent signing, traffic signal and control systems.

Bonded: Yes
Contract Amount: \$539,322.15
% of work completed to date: 100%
Scheduled Completion Date: 50 working days

Project: **17th Ave. SW Pedestrian Improvements**
Owner/ Contractor: King County
Contact: David Watson, Project Engineer - 206-205-5212
Scope: Storm & Pedestrian improvements within the ROW
Bonded: Yes
Contract Amount: \$217,564.00
% of work completed to date: 100%
Scheduled Completion Date: March 2013

Project: **Retention Ponds & Access Trail**
Owner/ Contractor: Gordon Trucking
Contact: Norm Timmermans
Scope: Excavate water detention pond and trail.
Bonded: No
Contract Amount: \$83,000.00
% of work completed to date: 100%
Scheduled Completion Date: January 2013

Project: **White Center Greenway Reg. R/D Pond Retrofit, Ph. 2**
Owner/ Contractor: Pierce County
Contact: David Watson, Project Engineer -206-205-5212
Scope: Water quality improvements to an existing surface water detention pond facility
Bonded: Yes
Contract Amount: \$434,250.00
% of work completed to date: 100%
Scheduled Completion Date: October 2012

Project: **Spanaway Creek Outfall Retrofit**
Owner/ Contractor: Pierce County
Contact: Helmut Schmidt CE- 253-798-6164
Scope: Storm retrofit water quality treatment device.
Bonded: Yes
Contract Amount: \$142,388.50
% of work completed to date: 100%
Scheduled Completion Date: August 2012

Project: **Ruddell Road Water Improvements**
Owner/ Contractor: City of Lacey
Contact: Kevin Cools 360-413-4343
Scope: Installation of Water Main
Bonded: Yes

Attachment A

Contract Amount: \$113,320.84
% of work completed to date: 100%
Scheduled Completion Date: May 2012

Project: Stewart Rd/Thornton Ave. Improvements
Owner/ Contractor: City of Pacific
Contact: Gerry Smith/ Skilling's Connelly 800-454-7545
Scope: Preload, storm drainage
Bonded: Yes
Contract Amount: \$396,000.00
% of work completed to date: 100%
Scheduled Completion Date: February 2012

Project: Deschutes Way Outfall Retrofit Project
Owner/ Contractor: City of Tumwater
Contact: Dan Smith 360-754-4140
Scope: Storm drainage, irrigation systems
Bonded: Yes
Contract Amount: \$45,460.00
% of work completed to date: 100%
Scheduled Completion Date: October 2011

Project: Harrison Shooting Range
Owner/ Contractor: City of Tacoma
Contact: Travis Tucker 253-594-7969
Scope: Site prep, irrigation systems
Bonded: Yes
Contract Amount: \$114,195.00
% of work completed to date: 100%
Scheduled Completion Date: October 2011

Project: 12th Ave Sidewalk Improvements
Owner/ Contractor: City of Kirkland
Contact: Barry Scott 425-587-3123
Scope: Roadway and pedestrian improvements, street drainage, irrigation systems
Bonded: Yes
Contract Amount: \$206,000.00
% of work completed to date: 100%
Scheduled Completion Date: October 2011

Project: Fife Library
Owner/ Contractor: Pierce County Library /Beisley Inc.
Contact: 360-275-5783
Scope: Site work & underground utilities
Bonded: No
Contract Amount: \$ 192,000.00
% of work completed to date: 100%
Scheduled Completion Date: October 2011

Attachment A

Project: Pearl Street Storm water Upgrade
Owner/ Contractor: City of Centralia
Contact: Patty Page 360-330-7512
Scope: Underground utilities
Bonded: Yes
Contract Amount: \$360,000.00
% of work completed to date: 100%
Scheduled Completion Date: October 2011

Project: Hampton Inn & Suites
Owner/ Contractor: Rushforth Construction Co. Inc.
Contact: 253-922-1884
Scope: Site work & underground utilities
Bonded: No
Contract Amount: \$950,000.00
% of work completed to date: 100%
Scheduled Completion Date: October 2011

Project: 7th Ave Pump Station Meter Vault
Owner/ Contractor: Midway Sewer District
Contact: 206-824-4960
Scope: Underground Utilities
Bonded: Yes
Contract Amount: \$64,618.14
% of work completed to date: 100%
Scheduled Completion Date: September 2011

Project: South216th / SR 509 Drainage Improvements
Owner/ Contractor: City of Normandy Park
Contact: Peter Landry 206-248-8269
Scope: Roadway improvements, street drainage, irrigation systems
Bonded: Yes
Contract Amount: \$21,600.00
% of work completed to date: 100%
Scheduled Completion Date: June 2011

Project: Taxlway E Catch Basin
Owner/ Contractor: Port of Olympia
Contact:
Scope: Roadway and pedestrian improvements, site prep, street drainage, irrigation systems
Bonded: Yes
Contract Amount: \$20,000.00
% of work completed to date: 100%
Scheduled Completion Date: May 2011

Project: Ridge Road Water Main Replacement
Owner/ Contractor: Water District 19
Contact: 253-931-3010

Attachment A

Scope: Water main replacement
Bonded: Yes
Contract Amount: \$76,881.20
% of work completed to date: 100%
Scheduled Completion Date: March 2011

Project: **Storm Drainage Repair/Replacement**
Owner/ Contractor: City of Auburn
Contact: 253-931-3010
Scope: Storm drainage repairs; removal of approximately 14,020 sy. Of wildlife netting and 2,035 cy of accumulated sediment from Storm Detention Reservoirs; replacement of 25 lf of CMP storm pipe including 125 lf of saw cutting, backfill and asphalt patching.
Bonded: Yes
Contract Amount: \$126,407.90
% of work completed to date: 100%
Scheduled Completion Date: January 2011

Project: **Carriage Wood Water Service Replacement**
Owner/ Contractor: Soos Creek Water District
Contact: Kent Zettle, 425-531-4128
Scope: Replacement of existing service lines, meter boxes, and saddles; asphalt patching, surface restoration; and installing, maintaining, and removing temporary erosion and sedimentation control facilities.
Bonded: Yes
Contract Amount: \$139,009.16
% of work completed to date: 100%
Scheduled Completion Date: Aug. 2010

Project: **Steam Pipe Vaults Drainage Correction**
Owner/ Contractor: The Evergreen State College
Contact: Robert Holcomb PE 360-292-7230
Scope: 293 lf of Ductile iron storm pipe 6" in diam. and 1 Type 1 manhole.
Bonded: Yes
Contract Amount: \$32,864.45
% of work completed to date: 100%
Scheduled Completion Date: May 2010

Project: **Mohawk Plastics Wetland Mitigation Improvements**
Owner/ Contractor: City of Auburn
Contact: Leah Dunsdon 253-931-4013 Fax 253-931-3053
Scope: 2.2 acres of wetland creation and approx. 0.4 acres of wetland enhancement
Bonded: Yes
Contract Amount: \$258,677.94
% of work completed to date: 100%
Scheduled Completion Date: Dec. 2009

Project: **Gilliam Creek Basin Storm Water Overflow**
Owner/ Contractor: City of Tukwila

Attachment A

Contact: Michael Mathia 206-431-2446 Fax 206-433-7164
Scope: Storm drain pipe & structures within the right of way. Traffic loop and striping restoration.

Bonded: Yes
Contract Amount: \$360,530.00
% of work completed to date: 100%
Scheduled Completion Date: Dec. 2009

Project: NE 80th Street Repair
Owner/ Contractor: City of Redmond
Contact: John Mork / 425-Fax 425-556-2727
Scope: Pavement and sidewalk repair
Bonded: Yes
Contract Amount: \$28,580.00
% of work completed to date: 100%
Scheduled Completion Date: Sept. 2009

Project: Spokane Street UST Removal
Owner/ Contractor: WSDOT
Contact: Phet Sinthavong /360-705-7858
Scope: Removal of two underground storage tanks
Bonded: Yes
Contract Amount: \$8,280.00
% of work completed to date: 100%
Scheduled Completion Date: Sept. 2009

Project: Rainier Avenue TIB Carter St. to Lynch St. Sidewalk Improvements
Owner/ Contractor: Town of Eatonville
Contact: Dan Osier/ 360-352-9456 Fax: 360-832-3977
Scope: Sidewalk & Drainage Improvements
Bonded: Yes
Contract Amount: \$101,417.80
% of work completed to date: 100%
Scheduled Completion Date: Sept. 2009

Project: WLSP Drainage Improvements
Owner/ Contractor: City of Redmond
Contact: Mike Haley / 425-556-2843 Fax 425-556-2727
Scope: Drainage & Pedestrian Improvements
Bonded: Yes
Contract Amount: \$135,923.45
% of work completed to date: 100%
Scheduled Completion Date: Aug. 2009

Project: WQSCA Soil Haul
Owner/ Contractor: WSDOT
Contact: Phet Sinthavong /360-705-7858
Scope: Haul 5,500 CY soil

Attachment A

Bonded: Yes
Contract Amount: \$82,500.00
% of work completed to date: 100%
Scheduled Completion Date: June 2009

Project: **Military Rd. South**
Owner/ Contractor: King County
Contact: David Watson / 206- 205-5212 Fax 206-296-0565
Scope: Pedestrian improvements & drainage system
Bonded: Yes
Contract Amount: \$153,483.90
% of work completed to date: 100%
Scheduled Completion Date: June 2009

Project: **Kent Meridian Water Main**
Owner/ Contractor: Kent School District
Contact: Fred Long / 253- 373-7526 Fax 253-373-7410
Scope: Water Main replacement
Contract Amount: \$257,654.20
Bonded: Yes
% of work completed to date: 100%
Scheduled Completion Date: May 2009

Project: **Valley View Professional Office**
Owner/ Contractor: Landon Construction Company
Contact: Rick Whitworth / 206-838-8499 Fax 206-764-7005
Scope: Demo, clear & grub, storm, water, sewer, footings, capp break, grading for asphalt and concrete.
Bonded: No
Contract Amount: \$1,000,000.00
% of work completed to date: 100%
Scheduled Completion Date: May 2009

Project: **80th Ave. Pump Station**
Owner/ Contractor: City of Tacoma
Contact: Carl Every / 253-396-3323 Fax 253-502-8694
Scope: Installation of prefab pump station, concrete and electrical sub-contractors
Contract Amount: \$106,000.00
Bonded: Yes
% of work completed to date: 100%
Scheduled Completion Date: July 2009

Project: **Kent Meridian Gym Fire Line**
Owner/ Contractor: Kent School District / Serpanok Construction
Contact: Igor Kunitsa/ 253-606-1734
Scope: Install Fire Line
Contract Amount: \$14,300.00
% of work completed to date: 100%
Scheduled Completion Date: April 10, 2009

Attachment A

Project: 144th. St. Retail
Owner/ Contractor: Walgreens/ J. Lahfdany
Contact: Mark Lahfdany / 253-584-5308
Scope: Demo, clear & grub, storm, water, sewer, footings, cap break, grading for asphalt and concrete.
Bonded: No
Contract Amount: \$69,389.80
% of work completed to date: 100%
Scheduled Completion Date: April 2009

Project: Walgreens - Graham
Owner/ Contractor: Walgreens/ J. Lahfdany
Contact: Mark Lahfdany / 253-584-5308 Fax 253-584-6921
Scope: Demo, clear & grub, storm, water, sewer, footings, cap break, grading for asphalt and concrete. Grind and overlay.
Bonded: No
Contract Amount: \$616,431.03
% of work completed to date: 100%
Date of Completion: May 2008

Project: Frederickson Project
Owner/ Contractor: J. Lahfdany
Contact: Mark Lahfdany / 253-584-5308
Scope: Importing and stockpiling of pit run.
Bonded: No
Contract Amount: \$70,736.00
% of work completed to date: 100%
Date of Completion: May 2008

Project: Walgreens - Puyallup
Owner/ Contractor: Walgreens/ J. Lahfdany
Contact: Mark Lahfdany / 253-584-5308
Scope: Demo, clear & grub, storm, water, sewer, footings, cap break, grading for asphalt and concrete.
Bonded: No
Contract Amount: \$454,400.00
% of work completed to date: 100%
Date of Completion: November 2007

Project: Water Main Replacement
Owner: City of Kent
Contact: Paul Kuehne / 253-856-5543 Fax 253-856-6500
Scope: Install water main, fire hydrants, residential services, asphalt and restoration
Contract Amount: \$235,920.14
Bonding: Yes
% of work completed to date: 100%
Date of Completion: November 2007

Attachment A

Project: Garnero Child Care Center
Owner/ Contractor: Lincoln Construction
Contact: Dan Lincoln / 253-847-6414
Scope: Demo, clear & grub, storm, water, sewer, footings, capp break, grading for asphalt and concrete.
Bonded: No
Contract Amount: \$220,016.00
% of work completed to date: 100%
Date of Completion: November 2007

Project: Seattle Mental Health
Owner/ Contractor: Express Construction
Contact: Gerry Serdick / 206-230-8500
Scope: Demo, clear & grub, storm, water, sewer, footings, cap break, grading for asphalt and concrete.
Bonded: No
Contract Amount: \$608,879.00
% of work completed to date: 100%
Date of Completion: October 2007

Project: Spring Creek Retirement
Owner/ Contractor: Maddox Construction
Contact: John Maddox / 503-624-1555 Fax 503-624-1775
Scope: Demo, clear & grub, storm, water, sewer, footings, cap break, grading for asphalt and concrete.
Bonded: No
Contract Amount: \$977,453.22
% of work completed to date: 100%
Date of Completion: December 2006

Project: Walgreens Shoreline
Owner/ Contractor: Powell Construction
Contact: Mike Brehem / 425-828-4774
Scope: Demo, clear & grub, storm, water, sewer, footings, capp break, grading for asphalt and concrete.
Bonded: No
Contract Amount: \$340,175.16
% of work completed to date: 100%
Date of Completion: August 2006

Project: Park Vista Retirement
Owner/ Contractor: Maddox Construction
Contact: John Maddox / 503-624-1555
Scope: Demo, clear & grub, storm, water, sewer, footings, cap break, grading for asphalt and concrete.
Bonded: No
Contract Amount: \$447,549.35
% of work completed to date: 100%
Date of Completion: January 2006

Attachment A

Construction experience and present commitments of the key individuals of Reed Trucking & Excavating, Inc.

Shawn J. Reed: President /Owner

Shawn Reed: Project Manager /Estimator

Melissa Reed: Treasurer

Joni Dombrowski: Contract Administrator /Project Manager

Rick Fardig: Foreman

List of Major Equipment Owned:

2015 CB24B Caterpillar Asphalt Compactor

2015 SM300 Laymore Sweeper

2008 PC 300 Excavator

2002 PC 200 Excavator

2005 WA 250 Loader

2002 JD310 Backhoe

2002 JD550 Dozer

2002 Tilt Top Trailer

(3) 8 Axle Dump Truck & Trailers

2002 F-450 Utility Truck

2005 F-450 Utility Truck

1998 International Water Truck

1998 Sakai 84" Drum Roller

17th /19th Pl Storm Connections

Project # 451.830

Summary Project Description:

Project Manager:

TOTAL PROJECT SCOPE				PROJECT ALLOCATIONS BY YEAR					
Expenditures	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/16	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
Design									
External Engineering -		3,300	3,300	-	3,300				
Internal Engineering/Project Mgmt		3,900	3,900	-	3,900				
Permits		-	-	-					
Other Misc (Advertise, Postage, Etc.)	-	-	-	-					
Prop/ROW/Easements									
Other Miscellaneous	-	-	-	-					
Construction									
External Engineering		27,400	27,400	-	27,400				
Internal Engr-Proj Mgmt/ Inspect		4,000	4,000	-	4,000				
Construction Contract -		104,700	104,700	-	104,700				245
Other									
Interfund Financial Services		1,700	1,700	-	1,700				
Contingencies		30,000	30,000	-	30,000				
Total Project Expense Budget:	-	175,000	175,000	-	175,000	-	-	-	-

Funding Sources	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/16	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021
Transfer in fund 450	-	-	-	-					
SWM Capital Fund Balance		175,000	175,000	-	175,000				
Total Project Revenue Budget:	-	175,000	175,000	-	175,000	-	-	-	-

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CITY COUNCIL REGULAR MEETING

Speaker Sign-Up Sheet

April 13, 2017

Presiding Officers Report

NAME (PLEASE PRINT)	ADDRESS	TOPIC	PHONE/E-MAIL ADDRESS
RICHARD PROCTER	POINT ROBERTS WA 98281	GAMING TAX	360-306-2804 RPROCTER@RIVERROCK.COM
* LISA M SLAVIK	22030 7th Ave S #200	FRIEND ^{to} FRIEND ^{PO}	BFF 206-406-0839
* Matt Mahoney	21036 4th Ave S. Des Moines WA 98198	Speed	425-941-0090 mateo831@gmail.com
* Mitchell Thuyng	21217 4th Ave S Des Moines WA 98198	Speed trailer	206-251-1792 michcart@msn.com
BART BRYNSTAD	806 BARR CT GIG HARBOR	PUD	206 459-0807 BBRYNSTAD@PANTOWN.COM
TODD SCHWIZ	2506 3RD AVE. SUITE 324 SEATTLE WA 98121	PUD	206 720-7001 toddecraftarchitects.com
Alice Madsen	4503 NE 97th St Seattle WA 98115	KCD grant interest with City of Des Moines + Highline College	amadsen@highline.edu
* Rick Johnson	28624 Redmond Beach Dr S	Red Light cameras	redondorick@comcast.net
* Stuart Jenner	200 SW 178th St Normandy Park 98166	Schools	stuartjenner@comcast.net

City of Des Moines



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



April 13, 2017

Re: **Furney Property Preliminary Traffic Impact Analysis**

Dear Mr. Palisoc,

Thank you for submitting comments concerning the Furney Property Preliminary Traffic Impact Analysis. The City's comments to your memorandum dated April 12, 2017 are as follows:

Comment 1:

The proposed development is a permitted use in the Pacific Ridge-Commercial Zone north of South 216th Street. In January 2017, City Ordinance No. 1672 amended the permitted uses in the Pacific Ridge-Commercial Zone to add light industrial, distribution and associated professional offices.

Comment 2:

As a condition of the Planned Unit Development approval, the developer will be required to submit an amended Traffic Impact Analysis. The City agrees that the trip distribution and assignments should reflect a higher proportion of trips to/from the south with less trips assigned to the local network. This comment will be forwarded to the applicant for inclusion in the amended Traffic Impact Analysis.

Comments 3-10:

Comments will be forwarded to the applicant to be included with the amended Traffic Impact Analysis.

If you have further questions or comments please contact me at (206) 870-6870.

Sincerely,

Thomas Owen, P.E., P.T.O.E.
Civil Engineer II

c.c. Daniel Brewer, P.E., P.T.O.E., Chief Operations Officer
Brandon Carver, P.E., P.T.O.E., Public Works Director
Andrew Merges, P.E., Engineering Services Manager
Laura Techico, A.I.C.P., Senior Planner
Edward Koltonowski, Gibson Traffic Consultants



April 12, 2017

TO: Ramin Pazooki / Felix Palisoc
Sno-King Development Services, MS 240

FROM: Sarah Ott / Maan Sidhu
NWR - King Area Traffic Analysis, MS 120

SUBJECT: SR 99 (Pacific Hwy S) and S 216th St
Furney Property
Preliminary Traffic Impact Analysis

Northwest Region Traffic has reviewed the preliminary Traffic Impact Analysis (TIA) report submitted March 31, 2017. The Furney Property development is comprised of two proposed buildings in Des Moines, WA with property adjoining the west side of State Route 99 just north of S 216th St. The preliminary TIA provides trip generation, distribution, assignment and LOS for nearby intersections and segments. The comments are as follows.

Major Comments

1. The land use chosen for this development is not acceptable. Please evaluate trip generation using ITE Land Use Codes (LUC) that correspond with the City of Des Moines zoning map and approved 2015 comprehensive plan. The comprehensive plan emphasizes the incorporation of new retail and office buildings along SR 99/Pacific Hwy S in the Pacific Ridge area. It also shows an area designated as a high priority pedestrian network. The existing land use in the vicinity of SR 99 and S 216th includes a grocery store, commercial eateries, and other retail services; furthermore, future users have not been identified. The chosen land uses of manufacturing and warehouse are inconsistent with the city's vision and out of alignment with the area's current land use. Please use LUCs with a more realistic trip generation.
2. Please submit a complete TIA with updated trip distribution and assignments. The Transportation Solutions Inc. (TSI) operations analysis from 2012 is not applicable to the current TIA given the updated planning and constructed developments in south King County since 2012. Also, the 2012 TSI data included in the TIA does not reflect the City of Des Moines comprehensive plan, which has stated goals for multistory residential and mixed-use buildings within the Pacific Ridge area. The resulting trip distribution and assignment should reflect a higher proportion of trips to/from the south with less trip assignment to the local network.

3. Please include an evaluation of the weekday AM peak period.
4. Please extend the analysis to include any state highway intersections or access connections where there is an addition of 25 or more AM or PM peak-hour vehicle trips. Please see Development Services Manual M 3007.00, 4.1.05. For example, Figure 2 shows 37 outbound trips between S 208th St and S 204th St. Trip distribution and assignments should be extended until those peak-hour trips are below the 25-threshold value.
5. Please include an analysis and results from Trafficware SimTraffic. Provide average vehicular movement delay and 95th percentile queuing results based on an average of 5 simulation runs. Include in the results the 95th percentile queue length in order to determine impacts to other access connections and intersections.

General Comments

6. Please update the TIA with the included trips from the Waterview Crossing Apartments as stated in the TIA.
7. Please update the TIA with the traffic data counts for April 2017 as stated in the TIA.
8. Page 6: please clarify the note about improved operation of SR 99 at S 216th St. Please provide data and analysis to support statement.
9. Please state assumptions used in the model. For example, please include signal timing parameters in the existing and future scenarios.
10. Please state and illustrate the access connection to SR 99 and add it as a node in the model analysis.

If you have any questions regarding the review comments, please contact Sarah Ott at 206-440-4387 or Maan Sidhu at 206-440-4417.

SEO:mss

cc: File

Public Hearing

Des Moines Creek Business Park Phase IV

Preliminary PUD

APRIL 13, 2017

DENISE LATHROP, AICP – COMMUNITY DEVELOPMENT MGR.

LAURA TECHICO, AICP – SENIOR PLANNER

BART BRYNESTAD, PANATTONI DEVELOPMENT CO.

TODD SCHUTZ, CRAFT ARCHITECTS



Purpose & Context

To consider Draft Ordinance No. 17-044 related to the Planned Unit Development (PUD) entitled Des Moines Creek Business Park Phase IV, in accordance with chapter 18.230 DMMC.

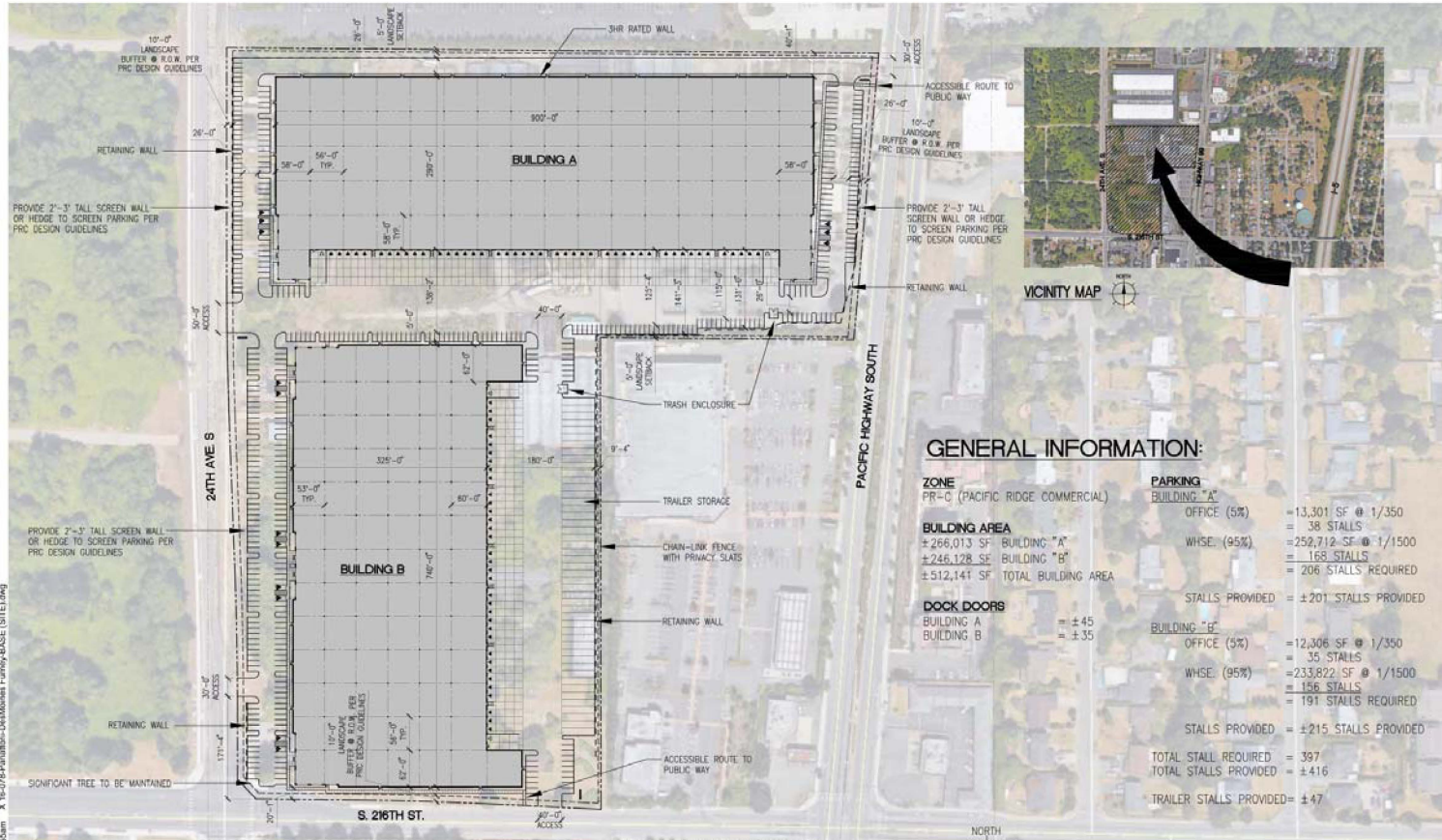
- A PUD is both a type of development and a regulatory process.
- PUD purpose is to allow greater flexibility in the configuration of buildings and/or uses on a site and to produce a development that is as good or better than that resulting from standard zoning provisions.
- Reviewed by City Council as a quasi-judicial matter and as such is classified as a Type IV Land Use Action (DMMC 18.20.190) and requires a public hearing with the City Council pursuant to DMMC 18.20.190.

The focus of the City Council's efforts will be to:

- Review the project application and the approval criteria for a PUD;
- Determine if the proposed project satisfies the criteria; and
- Either approve, approve with conditions, or deny the PUD.



DES MOINES CREEK BUSINESS PARK
Sierra Construction
01.15.2017



GENERAL INFORMATION:

ZONE	PR-C (PACIFIC RIDGE COMMERCIAL)	PARKING	
BUILDING AREA		BUILDING "A"	
±266,013 SF	BUILDING "A"	OFFICE (5%)	= 13,301 SF @ 1/350
±246,128 SF	BUILDING "B"	WHSE. (95%)	= 252,719 SF @ 1/1500
±512,141 SF	TOTAL BUILDING AREA		= 168 STALLS
			= 206 STALLS REQUIRED
DOCK DOORS		STALLS PROVIDED = ±201	STALLS PROVIDED
BUILDING A	= ±45	BUILDING "B"	
BUILDING B	= ±35	OFFICE (5%)	= 12,306 SF @ 1/350
			= 35 STALLS
		WHSE. (95%)	= 233,822 SF @ 1/1500
			= 156 STALLS
			= 191 STALLS REQUIRED
		STALLS PROVIDED = ±215	STALLS PROVIDED
		TOTAL STALL REQUIRED = 397	
		TOTAL STALLS PROVIDED = ±416	
		TRAILER STALLS PROVIDED = ±47	

04/04/17 - 10:55am X:\18-079\Panattoni Development Furney Base (SITE).dwg



**PANATTONI DEVELOPMENT
FURNEY PROPERTY (FINAL SITE PLAN - OPTION 11)
DES. MONES, WA
04/04/17 1"=150'**





BUILDING A

BUILDING B

24TH AVE. S.

S 216TH STREET

BUILDING ELEMENTS, DETAILS AND MATERIALS

- Street facing facades employ strong vertical and horizontal reveals and three dimensional detail using applied steel channels and green trellis walls in order to create shadow lines and break up flat surfaces and creating a more pedestrian friendly facade.
- Thickened panel sections help bring the scale of the façade down to a more human level.
- Required fire department access doors are highlighted and set off with applied steel channels and connecting vertical tie rods
- Modulation is provided at the main office entrances of each building. A 4' step as well as a change in roof height is provided where glazing indicates a change in internal function.
- Main office entry doors will be are highlighted with a canopy in an accent color, held off the building with vertical tie rods in a contemporary, industrial aesthetic.
- Color contrast is provided through the use of three base paint colors plus an accent color.



Existing Conditions

	Existing Land Use	Zoning	Preferred Land Use
North	Commercial	Aviation Business (SeaTac)	Aviation Business Center (SeaTac)
		Community Business in Urban Center (SeaTac)	Commercial High Density (SeaTac)
South	Multi-Family	RM-2400	Multi-Family
East	Multi-Family (SeaTac)	UH-900 (SeaTac)	Residential High Mixed Use (SeaTac)
	Commercial (SeaTac)		
West	Business Park	B-P	Business Park



Review Process

PUD Approval

- City Council reviews and approves/approves with conditions/denies PUD
- Preliminary PUD review establishes conditions of approval (as necessary)
- Final PUD would be reviewed for compliance with the PUD conditions

SEPA

- A SEPA Planned Action Ordinance was adopted in conjunction with the *Pacific Ridge Neighborhood Improvement Plan (Neighborhood Plan)* and Environmental Impact Statement (EIS)
- A SEPA Checklist is required to be submitted and reviewed to ensure proposed development fits within the range of uses and development capacity evaluated in the EIS for the Neighborhood Plan but no formal determination is required.

Design Review

- Process and criteria by which development projects are reviewed for their aesthetic, architectural, or urban design quality and compatibility with nearby development.
- Focuses on the appearance of new construction, site planning, landscaping, signage, and other aesthetic issues.
- Decisions to approve, conditionally approve or deny a design review application are based on the criteria established in DMMC 18.235.100 as well as the Pacific Ridge Neighborhood Design Guidelines.
- Design review is a Type I Land Use Action that is made by the City Manager or designee and is appealable to the Hearing Examiner.

PUD Conditions

The conditions of approval are summarized as follows:

1. The Applicant shall submit a Design Review Application pursuant to chapter 18.235 DMMC. The proposal shall be reviewed for substantial compliance with the provisions of the Zoning Code and other ordinances and codes of the City with the exceptions of deviations approved under the PUD.
2. The Applicant shall submit a Lot Line Adjustment or Short Subdivision Application in accordance with Title 17 DMMC consistent with the approved PUD layout.
3. A Technical Information Report prepared by a licensed civil engineer to be submitted with civil site plans.
4. An addendum to the Traffic Impact Analysis shall be prepared after traffic counts are collected in April 2017 by the Applicant and the City for the Furney Nursery site (parcels 0922049069, 0922049126, 0922049135, 0922049320, 0922049083, and 0922049053).
5. Additional roof and/or building modulation, color changes, or windows shall be incorporated at the northeast and northwest corners of Building A and the southeast corner of Building B to provide a more unified design concept along the street frontages consistent with PRNDG 2.A. and 2.C.
6. Additional architectural elements such as green screens, material/color changes, and vertical/horizontal reveals shall be incorporated into the north façade of Building A to further break up the mass of this long wall and provide a positive visual transition to the adjacent commercial property to the north consistent with PRDG 1.D. and 2.C.
7. Additional pedestrian access points shall be provided from Building B to the corner of South 216th Street and along 24th Avenue South to make it easier, safer and more comfortable to walk from the street to the building entries and for pedestrians and disabled persons to access nearby transit facilities and neighboring businesses and services consistent with PRNDG 1.H.
8. Additional amenities that are attractive to employees shall be incorporated near office areas consistent with PRNDG 1.I.

Council Motions

Motion 1A: “I move to suspend City Council Rule 26(a) in order to enact Draft Ordinance No. 17-044 on first reading.”

Motion 1B: “I move to enact Draft Ordinance No. 17-044 approving the Planned Unit Development entitled “Des Moines Creek Business Park Phase IV” filed with the Des Moines Planning, Building and Public Works Department under file number LUA2017-0006, subject to the conditions of approval contained therein.”

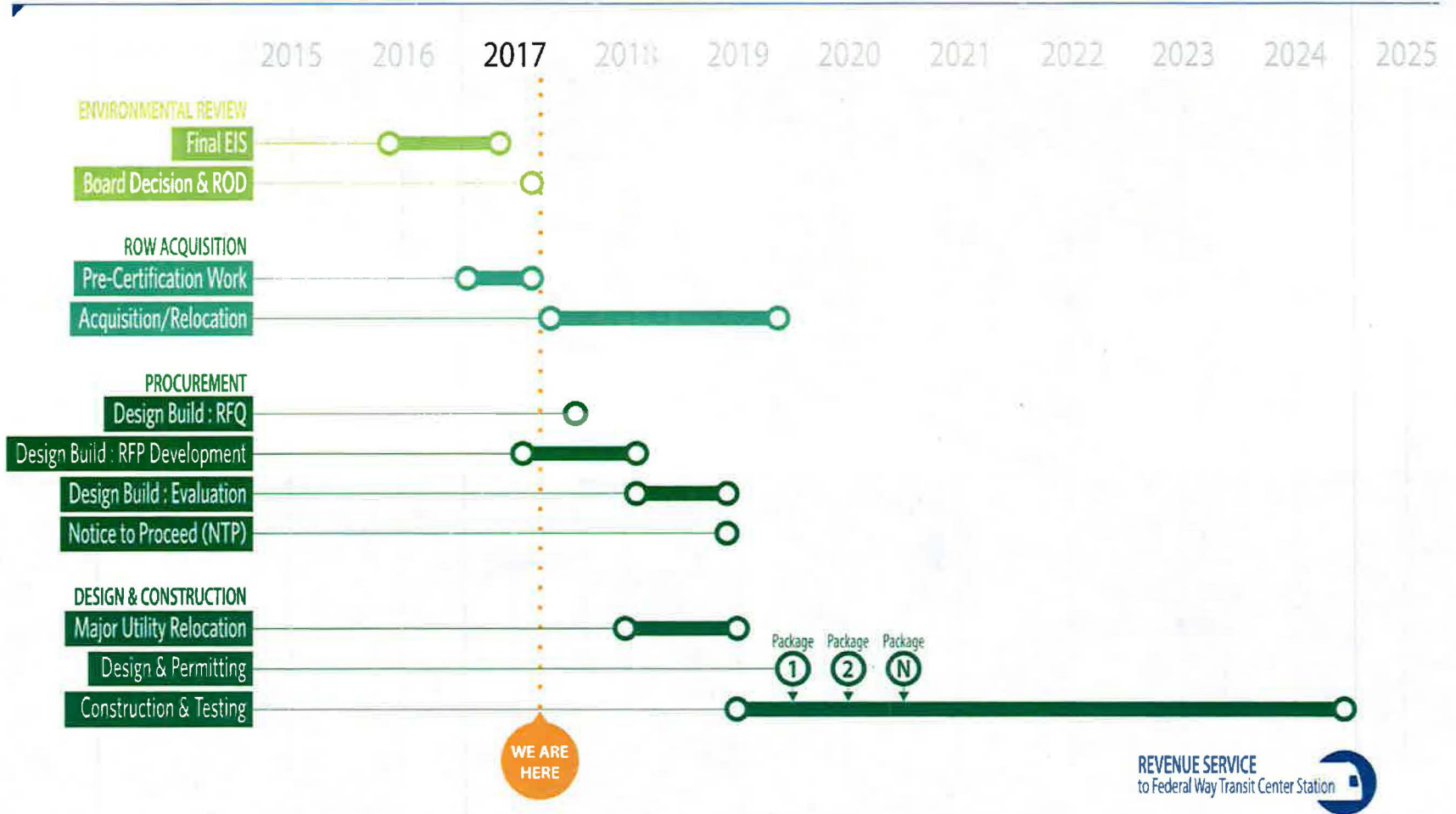


Federal Way Link Extension

Project Update

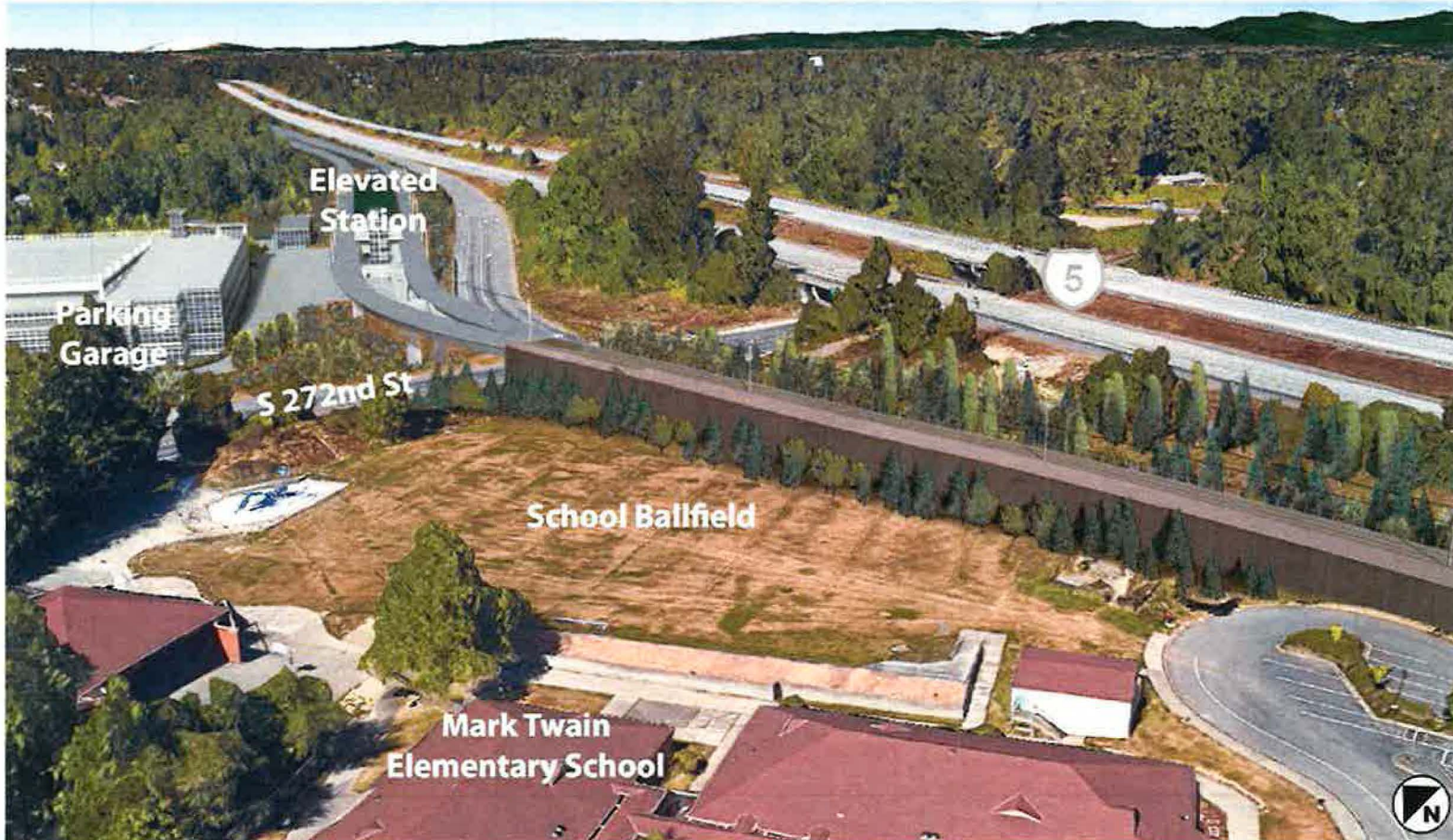


Federal Way Link Extension Project Timeline



Federal Way Link Extension

S 272nd Star Lake Elevated Option



Elevated Option

Sound Transit Board Selected Project to build January 26, 2017

Federal Way Link Extension S 317th Elevated Alignment Option

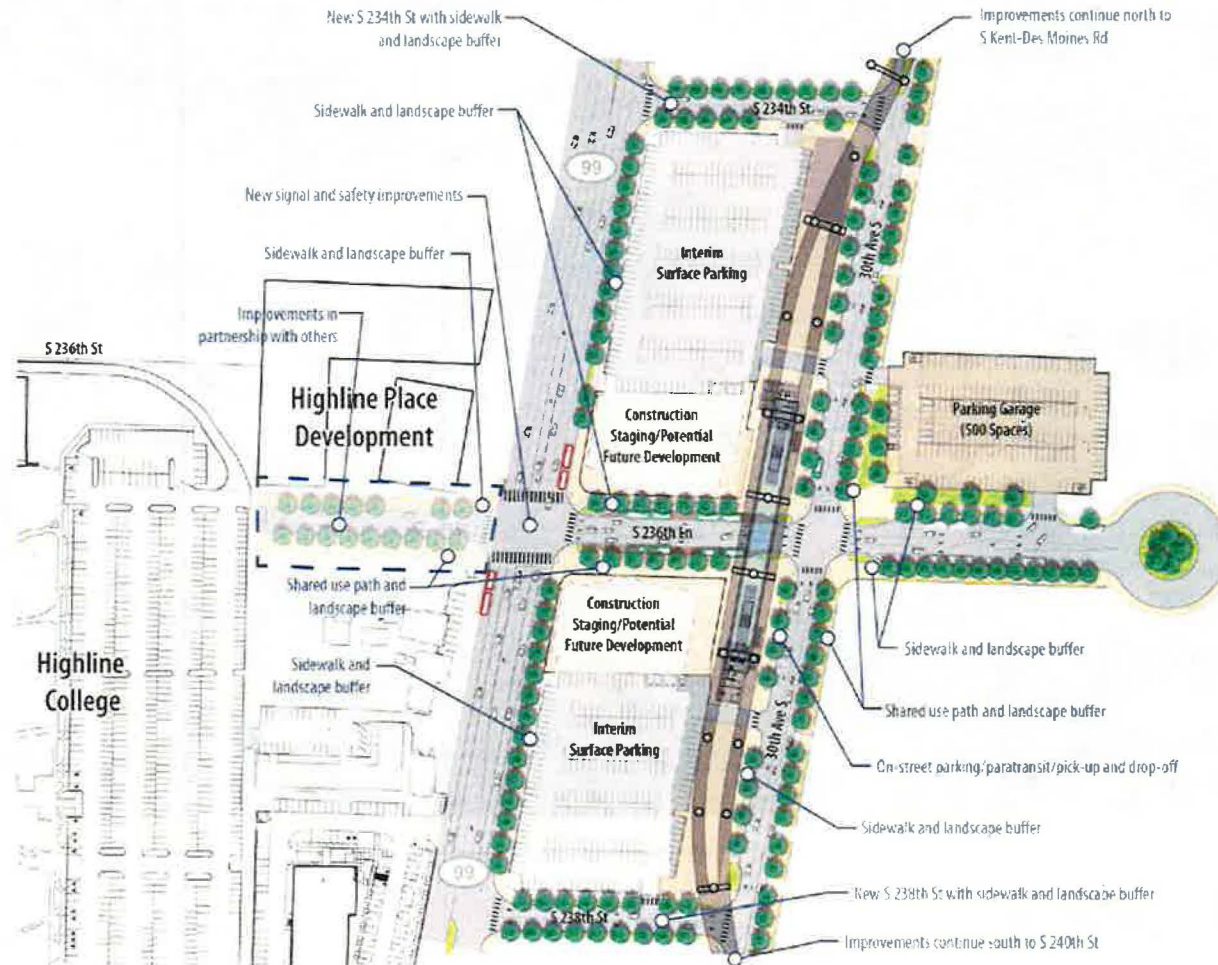
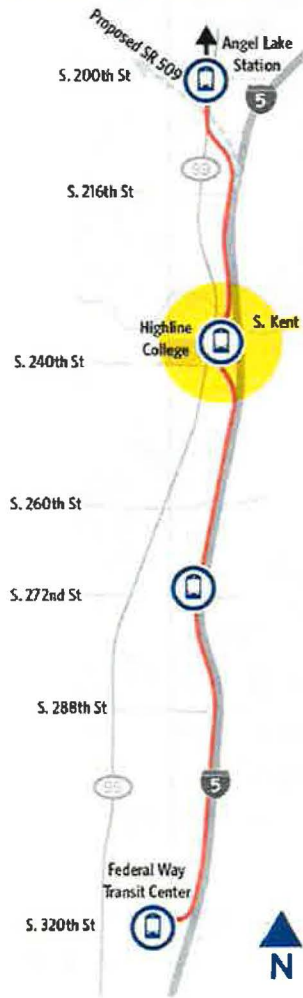


Elevated Option

Sound Transit Board Selected Project to build January 26, 2017

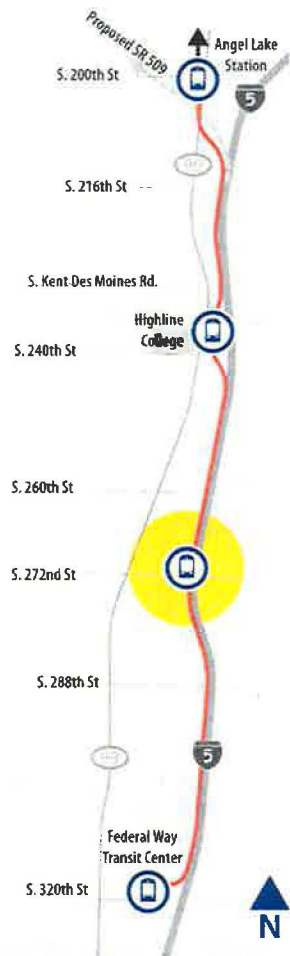
Federal Way Link Extension

Station Concept - Kent/Des Moines Station



Federal Way Link Extension

Station Concept - S 272nd Street Station



Note: Includes Access Improvements by Sound Transit.

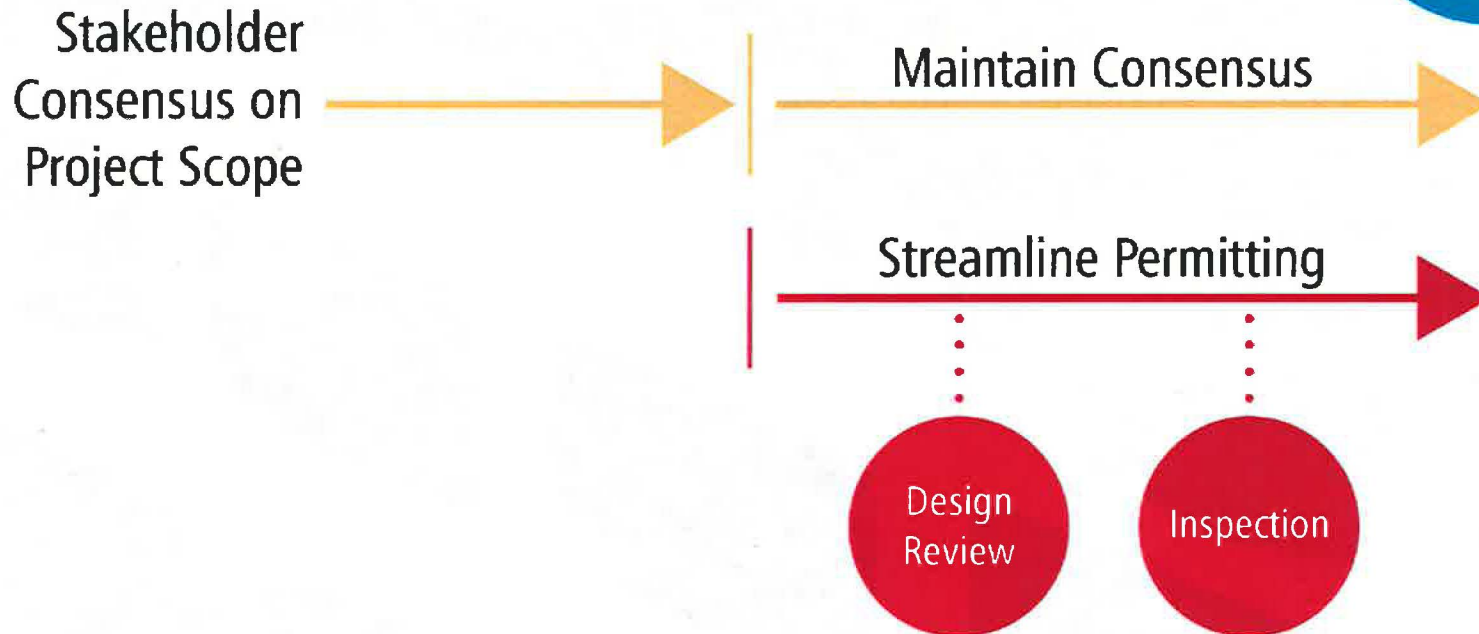
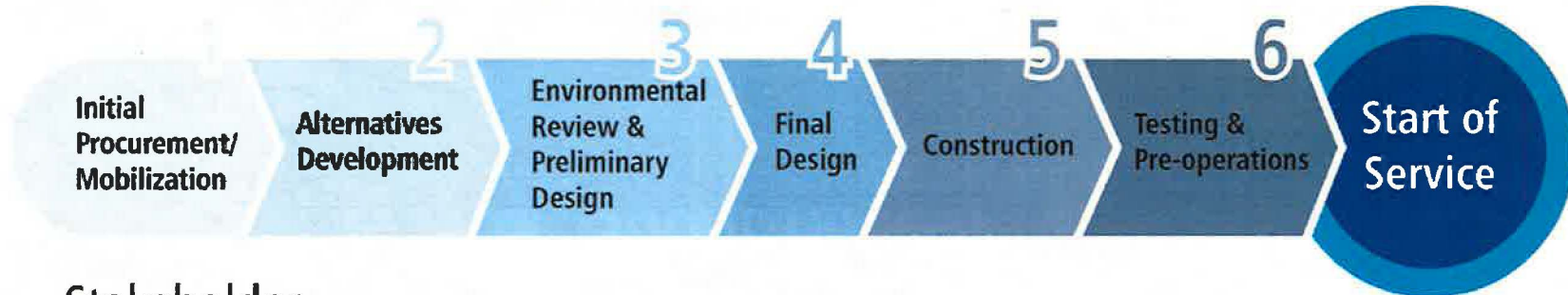
Federal Way Link Extension

Station Concept - Federal Way Transit Center Station



Federal Way Link Extension

Reducing Project Delivery Time





 **SOUNDTRANSIT**
RIDE THE WAVE

SOUND TRANSIT