

HIGHLINE WATER DISTRICT King County, Washington

RESOLUTION 24-5-1B

RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DES MOINES AND HIGHLINE WATER DISTRICT RELATING TO PROJECT 24-2 DES MOINES MEMORIAL DR AND S 208TH ST WATER MAIN RELOCATION

WHEREAS, the City is undertaking stormwater improvements along Des Moines Memorial Drive from S 208th St to S 212th St herein known as the DMMD 208th to 212th Stormwater Improvements (the Project); and,

WHEREAS, the Project will be performed within the City right-of-way and the District is subject to the relocation provisions as described in Des Moines Ordinance 1651, more commonly known as Franchise Agreement ("Franchise Agreement") between parties; and,

WHEREAS, the City identified utility conflicts between the Project and the District's existing water infrastructure and subsequently notified the District to relocate its infrastructure to accommodate the Project; and,

WHEREAS, the Franchise Agreement includes a provision for the District to propose alternative designs to avoid the need to relocate the existing water infrastructure and requires the City to give the proposed alternatives full and fair consideration; and,

WHEREAS, the District offered to compensate the City for the increased cost to design and construct its proposed stormwater improvements in an alternative location to avoid the need to relocate the District's existing water infrastructure; and

WHEREAS, the City and its consultants evaluated the proposal and prepared an estimate for the increase in the cost of the Project to accommodate the District's water infrastructure and the District agrees the estimate to be fair and reasonable; and

WHEREAS, the Parties are authorized by the Interlocal Cooperation Act, Chapter 39.34 RCW, to undertake joint and cooperative action; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs, and liabilities regarding this undertaking.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Commissioners authorizes the General Manager or designee to execute an Interlocal Agreement with City of Des Moines (**Attachment #1** incorporated herein).
2. The General Manager or designee is authorized to issue the amount in lieu of water relocation as described in the Interlocal Agreement.
3. The General Manager and/or the District's legal counsel are authorized to make minor changes to the Interlocal Agreement if required.

HIGHLINE WATER DISTRICT King County, Washington

RESOLUTION 24-5-1B

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **1st** day of **May 2024**.

BOARD OF COMMISSIONERS

DocuSigned by:

Kathleen Quong-Vermeire

Kathleen Quong-Vermeire, President

DocuSigned by:

Polly Daigle

Polly Daigle, Commissioner

DocuSigned by:

Daniel Johnson

Daniel Johnson, Commissioner

DocuSigned by:

Vince Koester

Vince Koester, Secretary

DocuSigned by:

Todd Fultz

Todd Fultz, Commissioner

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made by and between Highline Water District, a municipal corporation ("District"), and the City of Des Moines, a municipal corporation ("Des Moines" or "City"), (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

Section 1: Recitals

1.01 The City is undertaking stormwater improvements along Des Moines Memorial Drive from S 208th St to S 212th St. herein known as the DMMD 208th to 212th Stormwater Improvements (the "Project").

1.02 The Project will be performed within the City right-of-way and the District is subject to the relocation provisions as described in Des Moines Ordinance 1651, more commonly known as Franchise Agreement ("Franchise Agreement") between the Parties.

1.03 The City identified utility conflicts between the Project and the District's existing water infrastructure and subsequently notified the District to relocate its infrastructure to accommodate the Project.

1.04 The Franchise Agreement includes a provision for the District to propose alternative designs to avoid the need to relocate the existing water infrastructure and requires the City to give the proposed alternatives full and fair consideration.

1.05 The District offered to compensate the City for the increased cost to design and construct its proposed stormwater improvements in an alternative location to avoid the need to relocate the District's existing water infrastructure.

1.06 The City and its consultants evaluated the proposal and prepared an estimate for the increase in the cost of the Project to accommodate the District's water infrastructure and the District agrees the estimate to be fair and reasonable.

1.07 The purpose of this Agreement is to provide for the terms and conditions of the Parties' agreement to not require the District to relocate its existing infrastructure in consideration of the District's payment of an agreed amount to the City as part of the Project.

1.08 The Parties are authorized by the Interlocal Cooperation Act, Chapter 39.34 RCW, to undertake joint and cooperative action.

Now, therefore, in consideration of the terms and conditions contained in this Agreement, the Parties agree as follows:

Section 2: Payment in lieu of Water Relocation

2.01 The City prepared a proposal and estimate of the increase in Project cost incurred by the City to accommodate the existing water infrastructure including, but not limited to redesign, engineering, construction, construction management, City staff expenses and other miscellaneous incidentals and contingency, which was Four Hundred Thirty Thousand, and Two Hundred Thirty Six Dollars (\$430,236) (“Payment in lieu of Water Relocation”) as identified in **Attachment 1**. The Parties agree that the Payment in lieu of Water Relocation is fair and reasonable consideration for the agreements made under this Agreement.

2.02 The District will submit the Payment in lieu of Water Relocation to the City within thirty (30) calendar days of Effective Date of the Agreement.

2.03 In consideration of the District’s promise to pay the Payment in lieu of Water Relocation to the City, the City agrees to accept the payment in full satisfaction of the District’s obligation to relocate the water main and appurtenances within the Project limits, excluding the specific conflicts identified in **Attachment 2**. Following the City’s receipt of the Payment, the City agrees to be responsible for and to perform any further improvements to the City right-of-way which the City would have required the District to perform as part of the Project, if the City determines to perform such improvements in its discretion.

2.04 The City agrees to accommodate the existing District infrastructure within the Project limits to avoid the need for the District to relocate its facilities for a period of (20) years after completion of the City Project. In the event where a conflict exists between a future City project and the District infrastructure within the twenty (20) year period where no feasible alternative exists but to relocate the District infrastructure, then the City shall pay fifty percent (50%) of the cost of such relocation and the District shall pay the remaining fifty (50%) based on a mutual agreeable alternative meeting the requirements of both the City and District. The City agrees not to use any authority it may possess to require the District to relocate its infrastructure within the Project limits to accommodate a third-party franchise utility.

2.05 If the City decides to unreasonably postpone or delay the Project, to combine the Project into a subsequent project, or to cancel the Project entirely, the District is entitled to reimbursement by the City for any payments made minus any identifiable and documented expenses incurred by the City.

2.06 The City shall design and require the Project contractor(s) to perform their operations in a manner to protect the District’s existing water infrastructure in place. The City shall require the Project contractor(s) to indemnify, defend and hold harmless the District, its

officials, employees, agents, and volunteers from and against any and all damages, costs or expenses that may arise relating to damages caused to the District's water facilities or personal injury by reason of the contractor(s) working in the City right-of-way. In addition, the City shall require the Project contractor(s) to name the District as an additional insured on the contractor(s) insurance required by the City in connection with the Project.

Section 3: Interlocal Provisions

3.01 This Agreement shall terminate by its terms, or sooner by written agreement of the Parties.

3.02 No separate legal or administrative entity is created by this Agreement.

3.03 Any joint or cooperative undertaking resulting from this Agreement does not require the joint financing, budgeting, acquisition, holding or disposal of any real or personal property.

3.04 To the extent necessary, this Agreement shall be administered jointly by the City's Public Work's Director and the District's General Manager.

3.05 Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the King County Department of Records upon full execution or posted on the City's and the District's respective websites listed by subject matter.

Section 4: General

4.01 This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in state and federal courts in King County, Washington. If either Party breaches or threatens to breach this Agreement, the other Party shall be entitled to seek all legal, injunctive or other equitable relief.

4.02 All notices and/or correspondence hereunder, shall be mailed, e-mailed or hand-delivered and addressed as follows:

If to the DISTRICT:

Highline Water District
23828 30th Avenue South
Kent, WA 98032-3867
Attn: Jeremy DelMar
Email: jdelmar@highlinewater.org

If to the CITY:

City of Des Moines
21650 11th Ave S
Des Moines, Washington 98198
Attn: Cong Nguyen
Email: Cnguyen@desmoineswa.gov

4.03 If any part or provision of this Agreement is held invalid or unenforceable as written, it shall not affect any other part. If any part of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed under applicable law.

4.04 The waiver of any breach of this Agreement or failure to enforce any provision of this Agreement shall not waive any later breach.

4.05 The term "Party" as used in this Agreement shall include, but not be limited to, the Party's employees, staff, agents, contractors, sub-contractors and any other persons, parties or entities acting on behalf of or providing services to the Party for the purposes set forth herein.

4.06 This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

4.07 The Parties represent and warrant that each Party has the full power and authority to enter into this Agreement and to carry out the actions required of them by this Agreement, and all persons signing this Agreement in a representative capacity represent and warrant they have the full power and authority to bind their respective municipal entities.

4.08 It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions by the City Manager of the City and the General Manager of the District. If unsuccessful, then the Parties agree to submit the dispute to mediation administered by a professional mediator before resorting to a lawsuit. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation at the mediation.

4.09 The Parties agree to perform all duties and obligations in this Agreement with due diligence and in good faith. Time is of the essence to perform all duties and obligations in this Agreement.

4.10 The Recitals set forth above in Section 1 are incorporated by reference herein and made part of this Agreement.

4.11 This Agreement is made for the sole benefit of the Parties and is not intended to benefit any other person or entity.

SIGNATURES NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below.

CITY OF DES MOINES

HIGHLINE WATER DISTRICT

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
Eric C. Frimodt, District Attorney

APPROVED AS TO FORM:
OFFICE OF CITY ATTORNEY:

By: _____
City Attorney

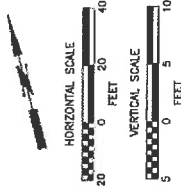
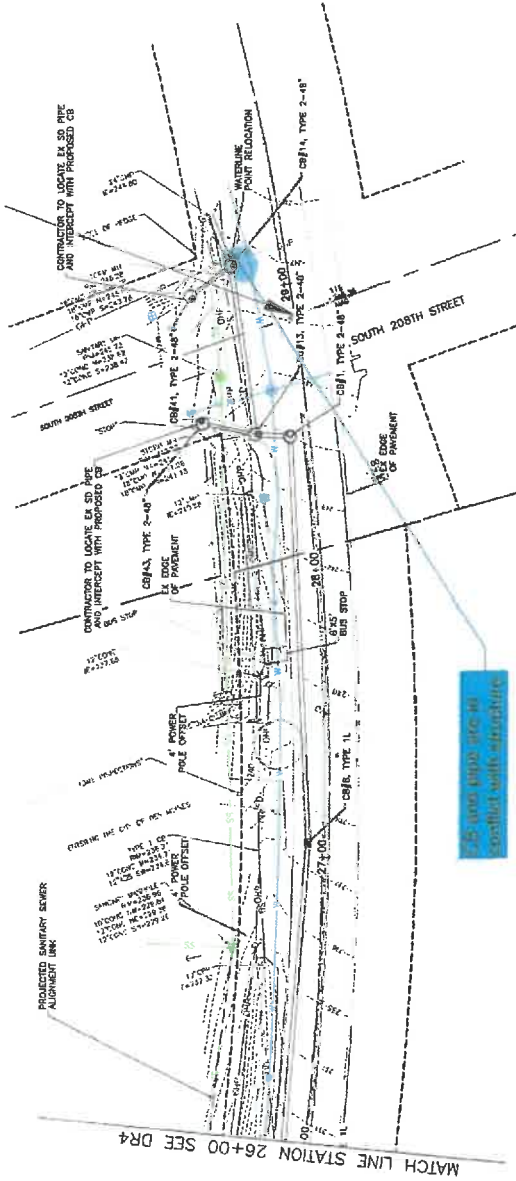
ATTACHMENT 1: Obligations of Highline Water District

Date: February 21, 2024
 Project Name: Des Moines Memorial Drive - Storm Improvements
 Location: Des Moines, WA
 Owner: City of Des Moines
 Estimated By: Pantel
 Approved By: City of Des Moines

ITEM NO.	SPEC SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	District Share	City Portion	District Portion	TOTAL COST
1	1-05	Roadway Surveying	1	LS	\$15,000	33.3333%	\$10,000	\$5,000	\$15,000
2	1-09	Mobilization	1	LS	\$74,000	32.432%	\$50,000	\$24,000	\$74,000
3	1-10SP	Project Temporary Traffic Control	1	LS	\$111,000	32.432%	\$75,000	\$36,000	\$111,000
4	2-01	Cleaning and Grubbing	1	LS	\$2,000	0.000%	\$2,000	\$0	\$2,000
5	2-02 SP	Removing Existing Drainage Pipe	90	LF	\$30	100.000%	\$0	\$2,700	\$2,700
6	2-02 SP	Removing Abandoned Water Pipe	1,690	LF	\$50	100.000%	\$0	\$84,500	\$84,500
7	2-03	Roadway Excavation Incl. Haul	460	CY	\$25	26.251%	\$6,250	\$3,250	\$11,500
8	2-03	Gravel Burrow Incl. Haul	1,100	TON	\$50	36.364%	\$35,000	\$20,000	\$55,000
9	2-09	Structure Excavation Cl. B Incl. Haul	1,360	CY	\$40	19.118%	\$44,000	\$10,400	\$54,400
10	2-09	Shoring or Extra Excavation Cl. B	11,000	SF	\$1	28.182%	\$7,900	\$3,100	\$11,000
11	4-04	Crushed Surfacing Base Course	280	TON	\$22.857%	22.857%	\$10,800	\$3,200	\$14,000
12	4-04	Crushed Surfacing Top Course	140	TON	\$60	14.286%	\$7,200	\$1,200	\$8,400
13	5-04SP	Planning Bituminous Pavement	2,480	SY	\$9	100.000%	\$0	\$22,320	\$22,320
14	5-04SP	HMA CL. 1/2" PG 58H+22	780	TON	\$190	37.584%	\$2,500	\$55,700	\$146,200
15	7-04	Schedule A Storm Sewer Pipe 12 In. Diam	130	LF	\$90	38.462%	\$7,200	\$4,500	\$11,700
16	7-04	Schedule A Storm Sewer Pipe 18 In. Diam	1,300	LF	\$100	0.769%	\$129,000	\$1,000	\$130,000
17	7-05	Adjust Catch Basin	2	EA	\$1,000	50.000%	\$1,000	\$1,000	\$2,000
18	7-05	Catch Basin Type 1	5	EA	\$3,000	80.000%	\$3,000	\$12,000	\$15,000
19	7-05	Catch Basin Type 1L	4	EA	\$3,500	-25.000%	\$17,500	-\$3,500	\$14,000
20	7-05	Catch Basin Type 2 48 In. Diam.	12	EA	\$5,000	25.000%	\$45,000	\$15,000	\$60,000
21	7-05SP	Connection to Drainage Structure	6	EA	\$1,000	0.000%	\$6,000	\$0	\$6,000
22	7-05SP	Removing Drainage Structure	4	EA	\$500	0.000%	\$2,000	\$0	\$2,000
23	8-01	Erosion/Water Pollution Control	1	EST	\$15,000	33.333%	\$10,000	\$5,000	\$15,000
24	8-01	Inlet Protection	17	EA	\$100	0.000%	\$1,700	\$0	\$1,700
25	8-01SP	Landscaping	41,000	LS	\$1	0.000%	\$41,000	\$0	\$41,000
26	8-04SP	Cement Conc. Curb and Gutter	1,530	LF	\$25	0.000%	\$38,250	\$0	\$38,250
27	8-21SP	Channelization and Permanent Signing (2%)	1	LS	\$15,000	33.333%	\$10,000	\$5,000	\$15,000
Subtotal - Schedule A					\$654,300		\$511,370	\$142,930	\$654,300
Contingency (20%)					\$130,860		\$91,602	\$39,258	\$130,860
Total Estimated Construction Cost*					\$785,160		\$602,972	\$182,188	\$785,160
Construction Management (11%)			1	LS	106,224	32.244%	\$71,973	\$34,251	\$106,224
Internal Engineering (2%)			1	LS	19,313	32.244%	\$13,086	\$6,227	\$19,313
Interfund Financial Services (1%)			1	LS	9,657	32.244%	\$6,543	\$3,114	\$9,657
Additional Design/Planning Costs			1	LS	13,000	100.000%	\$0	\$13,000	\$13,000
Subtotal - Schedule B							\$91,602	\$39,258	\$130,860
Total Highline District Obligation							\$694,574	\$221,446	\$916,020

* Estimated construction costs based on Planning Level (30%) Design.

ATTACHMENT 2



CONSTRUCTION NOTES:

- 1) STANDARD PLAN PER SECTION
- 2) INSTALL CURB AND GUTTER TYPE 2 AT PER WIDTH STANDARD PLAN E-10.20-02

NOTE TO REVIEWER:

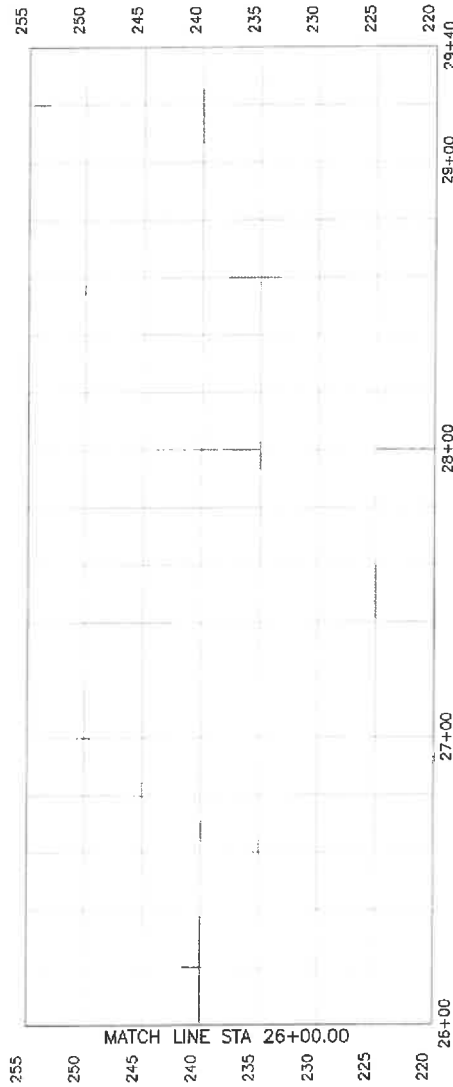
-PROPOSED CURB AND GUTTER IS LOCATED APPROXIMATELY 17' FROM THE EXISTING ROAD CENTERLINE. MATCHING THE FUTURE BUILD OUT LOCATION. APPROXIMATELY 17' FROM THE EXISTING ROAD CENTERLINE. APPROXIMATELY 17' FROM THE EXISTING ROAD CENTERLINE.
 -7528 SF NEW IMPERVIOUS
 -3960 SF NEW POS
 -PROJECT MEETS THE 0.1 PER FLOW RATE EXEMPTION FOR FLOW CONTROL WHEN MODELED WITH 1-HOUR TIME STEPS

LEGEND:

- PROPOSED CB TYPE 1/1L
- PROPOSED CB TYPE 2
- PROPOSED STORM PIPE
- EXISTING WATER
- EXISTING SEWER

GENERAL NOTES:

1. *



<p>CITY OF DES MOINES</p>	<p>Drawing No. DRS</p>
	<p>Project Number 2018258.002</p>
<p>Drawn By: ADJ</p> <p>Checked By: ADJ</p> <p>Reviewed By: ADJ</p> <p>Approved By: ADJ</p>	<p>Project Name MEMORIAL DRIVE</p>
<p>811</p> <p>Now when you dig, Call before you dig!</p>	<p>PERTEET</p> <p>607 AND AVENUE, SUITE 600 200.488.0268 800.665.9900</p>
<p>DRS</p> <p>MEMORIAL DRIVE-STORM IMPROVEMENTS</p> <p>DRAINAGE PLAN AND PROFILE</p>	<p>Scale: 1" = 10'</p>

Agenda Item No.: 5.2

Agenda Date: 05/01/24

Reviewed By: W/SO

Subject: Resolution authorizing an interlocal agreement between the City of Des Moines and Highline Water District relating to Project 24-2 Des Moines Memorial Dr and S 208th St Water Main Relocation.

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input checked="" type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL			
<i>Expenditures?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<i>Budgeted?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
			<i>Not-to Exceed</i>
<i>Amount: \$ _____</i>			

Attachments:

1. Resolution 24-5-1B

Comments:

The City is undertaking stormwater improvements along Des Moines Memorial Drive from S 208th St to S 212th St herein known as the DMMD 208th to 212th Stormwater Improvements. The Project will be performed within the City right-of-way and the District is subject to the relocation provisions of the Franchise. The City identified utility conflicts between the Project and the District's existing water infrastructure and subsequently notified the District to relocate its infrastructure to accommodate the Project.

The Franchise Agreement includes a provision for the District to propose alternative designs to avoid the need to relocate the existing water infrastructure and requires the City to give the proposed alternatives full and fair consideration. The District offered to compensate the City for the increased cost to design and construct its proposed stormwater improvements in an alternative location to avoid the need to relocate the District's existing water infrastructure. The City and its consultants evaluated the proposal and prepared an estimate for the increase in the cost of the Project to accommodate the District's water infrastructure and the District agrees the estimate to be fair and reasonable.

The Parties are authorized by the Interlocal Cooperation Act, Chapter 39.34 RCW, to undertake joint and cooperative action. The Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs, and liabilities regarding this undertaking.

Staff recommends approval of this resolution.