

**AMENDED AGENDA**

**DES MOINES CITY COUNCIL  
REGULAR MEETING  
City Council Chambers  
21630 11<sup>th</sup> Avenue S, Des Moines, Washington**

**October 27, 2016 – 7:00 p.m.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESIDING OFFICER'S REPORT**

Item 1: REDONDO BOARDWALK RECOGNITION

**EXECUTIVE SESSION**

To discuss the Performance of Public Employee per RCW 42.30.110(1)(g) and Labor Negotiations per RCW 42.30.140(4)(a) – 30 minutes

**STATEMENT FROM MAYOR**

**CORRESPONDENCE**

**COMMENTS FROM THE PUBLIC**

**BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS**

**ADMINISTRATION REPORT**

Page 1 Item 1: MONTHLY FINANCIAL REPORT

**CONSENT CALENDAR**

Page 15 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through October 20, 2016 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#148330-148520	\$1,022,640.53
Electronic Wire Transfers	#775-775	\$ 552.00
Payroll Checks	#18864-18867	\$ 9,119.75
Payroll Direct Deposit	#420001-420148	\$ 279,669.87
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$1,311,982.15

Page 17 Item 2: CONSULTANT CONTRACT AMENDMENT: TRANSPORTATION PROJECT MANAGER LEONARD D. MADSEN

Motion is to approve Amendment 11 to the Contract with Leonard D. Madsen, continuing professional project management services for the Transportation Gateway Project from January 1 through December 31, 2016 not to exceed \$48,000, and authorize the City Manager to sign the contract amendment substantially in the form submitted.

Page 33 Item 3: DRAFT RESOLUTION 16-113 ESTABLISHING A COMMEMORATIVE STREET NAME, RAINIER DRIVE S, FOR A PORTION OF 19<sup>TH</sup> AVENUE SOUTH  
Motion is to adopt Draft Resolution No. 16-113 adding a commemorative street name, Rainier Drive South, to a portion of 19<sup>th</sup> Avenue South, between South 223<sup>rd</sup> Street and South 229<sup>th</sup> Street.

Page 53 Item 4: CITY MANAGER EMPLOYMENT AGREEMENT  
Motion is to formalize the appointment of Michael Matthias as Des Moines City Manager under the terms of the attached Employment Agreement, and to authorize the Mayor to sign such Agreement on behalf of the City substantially in the form as submitted.

Page 61 Item 5: CONSULTANT CONTRACT AMENDMENT: GRANT FREDRICKS  
Motion is to approve Amendment/Addendum 5 to the Contract with Grant Fredricks, continuing professional consulting services through December 31, 2017 with a total not to exceed \$60,000 for 2016 services and \$50,000 for 2017 services, and authorize the City Manager to sign the contract amendment substantially in the form submitted.

**PUBLIC HEARING**

Page 81 Item 1: DRAFT ORDINANCE 16-123; 2035 COMPREHENSIVE PLAN AMENDMENT  
Staff Presentation: Community Development Manager Denise Lathrop

**NEXT MEETING DATE**

November 10, 2016 City Council Regular Meeting

**ADJOURNMENT**

# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Monthly Financial Report

FOR AGENDA OF: October 27, 2016

ATTACHMENTS:

DEPT. OF ORIGIN: Finance

- 1. City Council Monthly Financial Report

DATE SUBMITTED: October 20, 2016

CLEARANCES:

- Legal N/A
- Finance *DM*
- Marina N/A
- Economic Development N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works N/A
- Police N/A
- Courts N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL \_\_\_\_\_

**Purpose and Recommendation**

The purpose of this agenda item is to provide an update on the city wide financial condition year to date through September 31, 2016.

**Background**

City Council has asked the Finance Department to provide a monthly update on the financial condition of the city. Attachment 1 provides the requested information. Please note the general fund revenues have been updated to EXCLUDE the One-Time Revenues and is consistent across all General Fund Revenue reporting.

**Financial Impact**

None.

**Recommendation or Conclusion**

None.

2  
CITY COUNCIL MONTHLY FINANCIAL REPORT

SEPTEMBER 2016

**GENERAL FUND MONTHLY REPORT**

REVENUES & EXPENDITURES

**SEPTEMBER**

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
<b>REVENUES</b>						
310 Taxes	12,024,912	8,199,454	68%	11,732,376	7,575,202	65%
320 Licenses & Permits	1,962,670	1,651,083	84%	2,048,118	1,264,764	62%
330 Intergovernmental	642,875	549,240	85%	680,664	484,157	71%
340 Charges Goods/Services	3,257,976	2,727,474	84%	2,938,642	2,384,198	81%
350 Fines & Forfeitures	221,350	130,501	59%	237,702	185,141	78%
360 Misc Revenues	476,800	525,300	110%	369,181	317,815	86%
380 Other Financing Sources	-	10,015		24,570	1,953	8%
<b>TOTAL</b>	<b>18,586,583</b>	<b>13,793,067</b>	<b>74%</b>	<b>18,031,253</b>	<b>12,213,230</b>	<b>68%</b>

**EXPENDITURES**

021 City Council	80,227	67,138	84%	65,728	50,322	77%
022 Muni Court	868,613	704,450	81%	954,950	686,333	72%
023 City Manager	1,538,326	1,082,279	70%	1,490,849	1,111,818	75%
024 Financial & Tech Services	1,488,488	1,133,418	76%	1,397,379	985,111	70%
026 Legal	574,861	443,699	77%	578,925	433,447	75%
030 Police	8,344,511	5,968,663	72%	7,578,932	5,547,534	73%
040 Plan, Bldg & PW Admin	3,547,616	2,591,350	73%	3,350,194	2,477,648	74%
045 Recr, Sr. Serv & Rentals	1,878,151	1,481,318	79%	1,903,281	1,485,778	78%
050 NonDepartmental	133,872	130,424	97%	121,877	117,795	97%
<b>TOTAL</b>	<b>18,454,665</b>	<b>13,602,739</b>	<b>74%</b>	<b>17,442,115</b>	<b>12,895,786</b>	<b>74%</b>

**REVENUES MORE THAN OR**

**(LESS THAN) EXPENDITURES**      131,918      190,328      589,138      (682,556)

September is 9 months of 12      75.0%

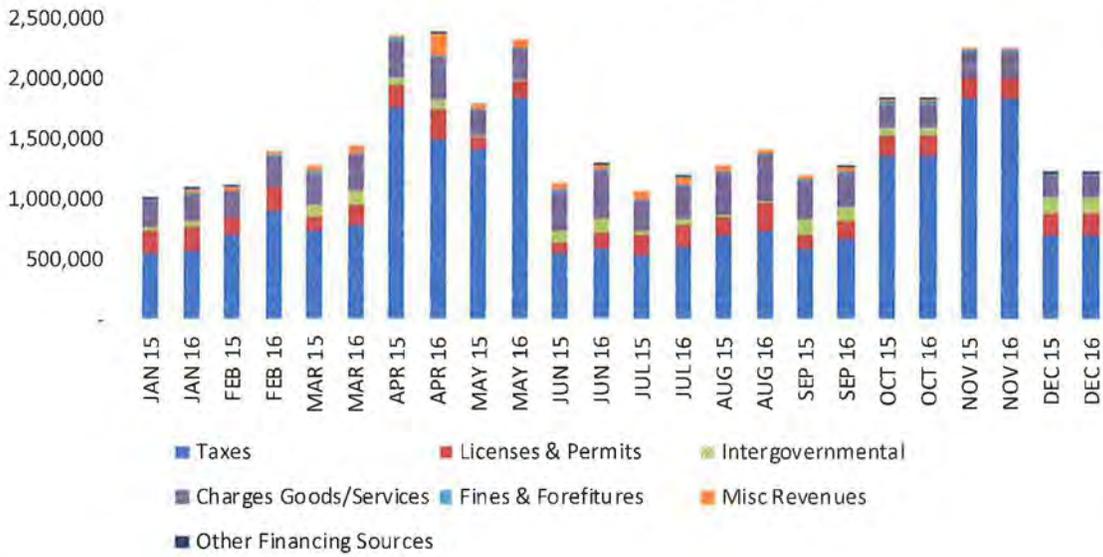
*Actual One-time Revenues Year to Date (in Addition to the Above Revenues)*

Property Tax	151,515	-
Sales Tax and B & O Tax	258,029	234,530
Permits and Plan Review	1,524,590	299,844
	<u>1,934,134</u>	<u>534,374</u>

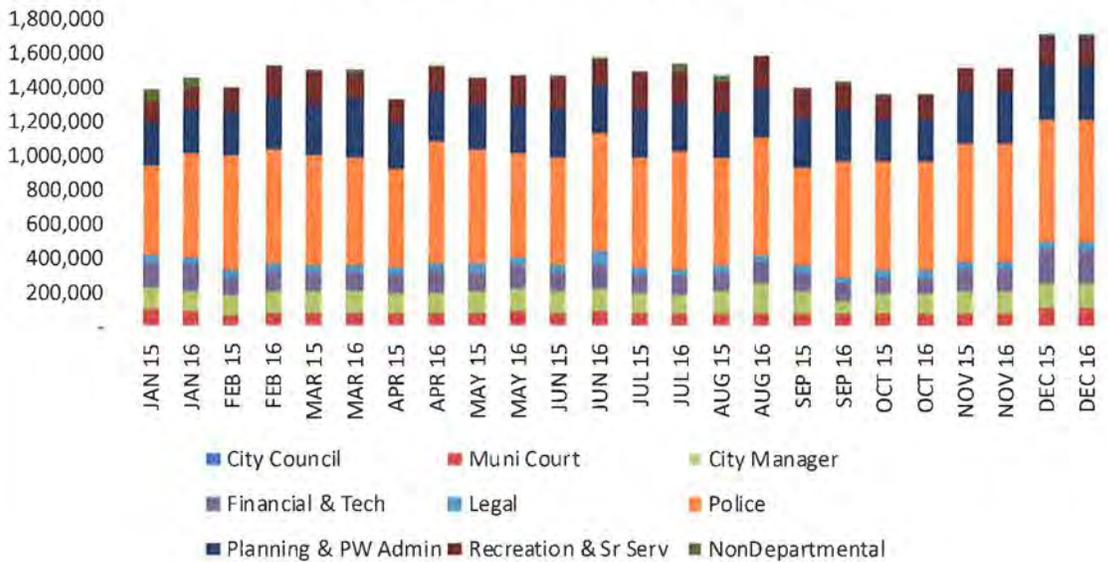
Looking at 2015 % to date provides an indication of "normal" seasonality of revenues and expenditures. Information can be skewed by One-Time Revenues for either year. Looking at 9 months of 12 (75%) gives a bench mark if activity occurred evenly throughout the year.

- The above revenues include only ON-GOING revenues and now EXCLUDE ONE-TIME revenues. See graphs below for monthly tax revenue information.
- Municipal Court expenses are running high due to the settlement of the court clerk union contract, extra wages paid to finalizing scanning of court records and settlement of credit card fees.
- City Manager is running low due to the on-going vacancy in the Executive Asst/HR Technician position and the vacant City Manager position.
- Finance & Technology is high due to moving the Technology division from an internal service fund to a division of the General Fund. The portion of spending related to serving other funds was not included in the original budget. This may need to be picked up as a 2016 Revised Budget Adjustment.
- Legal is running higher than last year due to the retirement and cash out of benefits for the City Attorney.
- Recreation is running slightly higher than last year and more than the 75% rate due to the fact they earn more revenues in the summer (summer camps) than in the last few months of the year.
- Intergovernmental revenues generally come from the state quarterly (but not all in the same months). E.g. liquor tax sharing, city assistance, marijuana tax sharing, etc.
- Misc. Revenues includes facility rentals, interest, etc.
- NonDepartmental includes annual pay-outs for organizations (AWC, Pollution Control, etc.)
- Police may need a supplemental budget as the Original Budget assumed Police gave up their Holiday Pay as part of furlough. This didn't happen so \$80K budget adjustment is likely.

### General Fund Revenues by Month



### General Fund Expenditures by Month

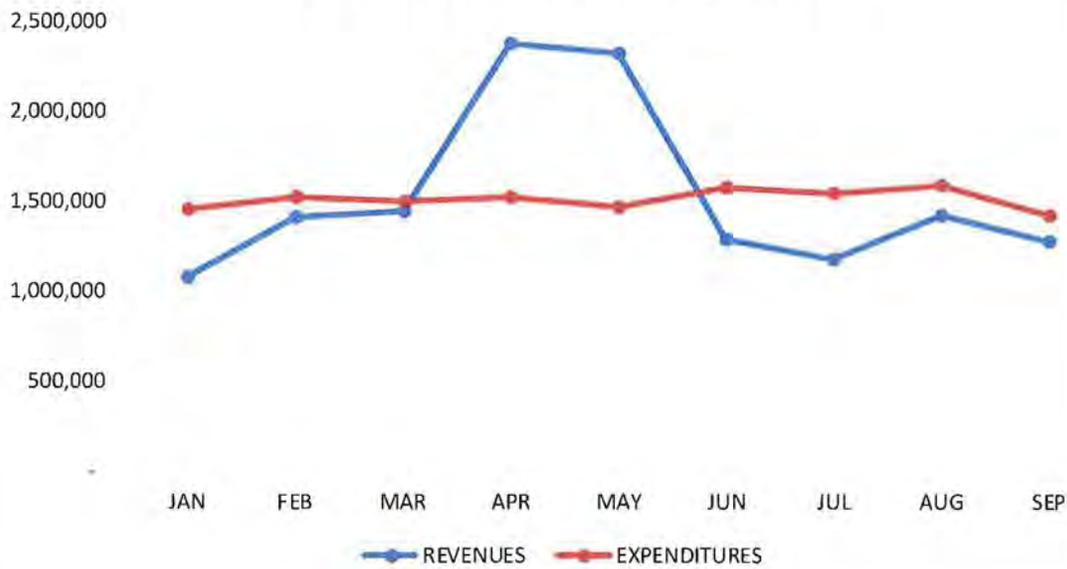


- The above graph INCLUDES only ON-GOING revenues and now EXCLUDES ONE-TIME revenues.
- Permit and Charges revenues are higher due to several business park permits and fees. Actual revenues for these line items are now at 100% or more of 2016 revenue budget amounts.

### 2015 General Fund Monthly Activity



### 2016 General Fund Monthly Activity

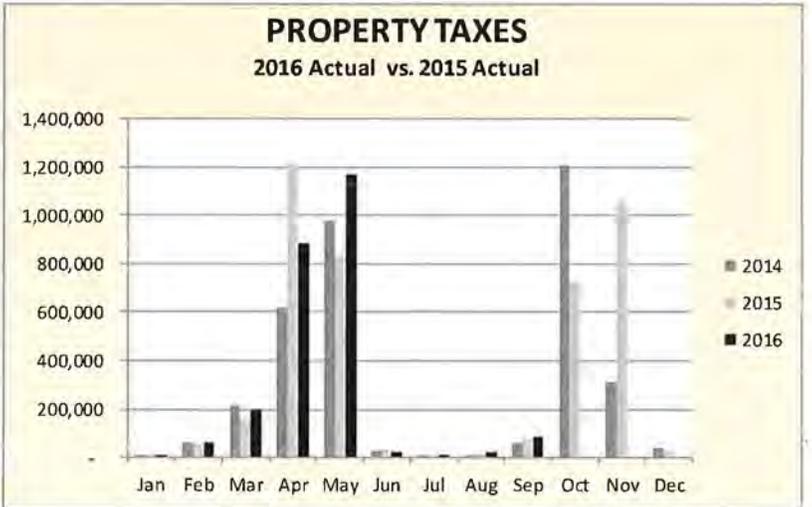


- September 2016 revenues are less than September expenditures (\$153,394) but is still a good (19%) improvement over September of last year (\$188,159). As Technology Services was moved to the General Fund (from separate internal service fund) then General Fund now has internal service revenue from other funds each month.
- September 2016's expenditures were \$1,426,272 which is \$34,958 (3%) more than September 2015.

2016 YTD Compared to 2015 YTD: **49,981** **2.1%**

	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>% Mo Chg</u>
Jan	9,718	7,766	11,423	25.1%
Feb	62,078	55,462	57,840	11.9%
Mar	192,691	159,802	215,499	20.6%
Apr	884,255	1,214,531	615,905	-27.2%
May	1,172,679	834,623	981,322	40.5%
June	24,323	34,134	26,089	-28.7%
Jul	8,130	12,380	12,065	-34.3%
Aug	19,914	15,762	7,950	26.3%
<b>Sep</b>	<b>87,561</b>	<b>76,908</b>	<b>60,275</b>	<b>13.9%</b>
Oct		723,002	1,207,885	
Nov		1,054,756	316,753	
Dec		29,206	40,485	
<b>Totals</b>	<b>2,461,349</b>	<b>4,218,332</b>	<b>3,553,491</b>	

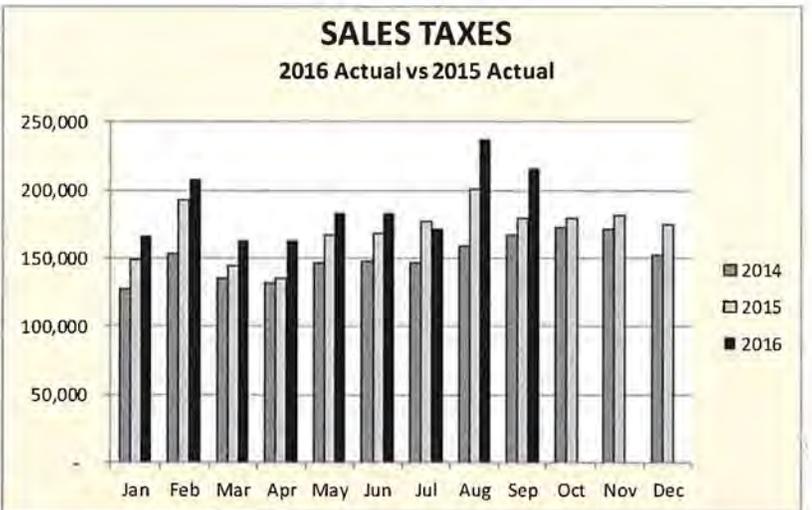
2016 YTD Compared to Annual Budget: **4,573,530** **53.8%**



2016 YTD Compared to 2015 YTD: **179,076** **11.8%**

	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>% Mo Chg</u>
Jan	166,482	148,542	126,879	12.1%
Feb	207,580	192,640	153,733	7.8%
Mar	162,512	144,525	134,800	12.4%
Apr	162,783	135,180	132,043	20.4%
May	183,308	166,575	146,468	10.0%
Jun	182,764	167,671	147,711	9.0%
Jul	172,341	176,608	147,093	-2.4%
Aug	236,926	200,510	159,385	18.2%
<b>Sep</b>	<b>216,225</b>	<b>179,594</b>	<b>166,522</b>	<b>20.4%</b>
Oct		178,690	171,951	-100.0%
Nov		181,241	171,692	-100.0%
Dec		174,869	152,640	-100.0%
<b>Totals</b>	<b>1,690,921</b>	<b>2,046,645</b>	<b>1,810,917</b>	

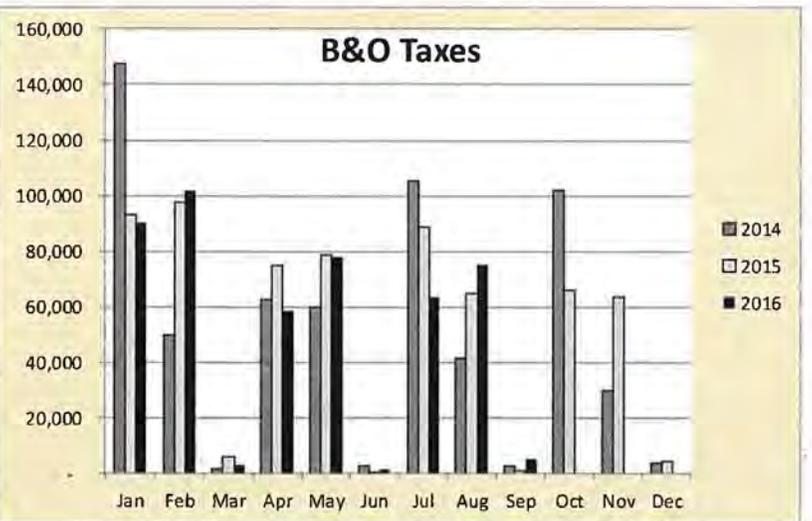
2016 YTD Compared to Annual Budget: **2,141,030** **79.0%**



2016 YTD Compared to 2015 YTD: **(30,360)** **-6.0%**

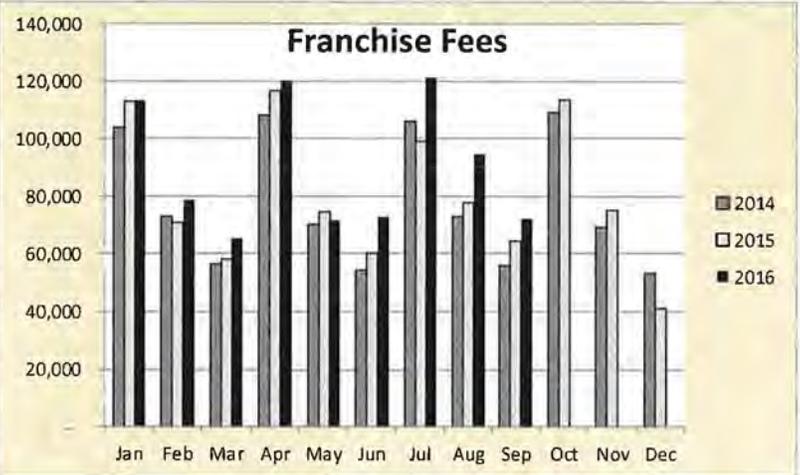
	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>% Mo Chg</u>
Jan	89,942	93,389	147,677	-3.7%
Feb	101,825	97,788	49,873	4.1%
Mar	3,106	6,095	1,493	-49.0%
Apr	58,292	75,027	62,741	-22.3%
May	78,035	78,927	59,921	-1.1%
Jun	1,262	745	2,971	69.4%
Jul	63,661	88,597	105,554	-28.1%
Aug	74,863	64,797	41,690	15.5%
<b>Sep</b>	<b>5,211</b>	<b>1,192</b>	<b>2,890</b>	<b>337.2%</b>
Oct		66,238	102,251	
Nov		63,614	30,155	
Dec		4,682	4,108	
<b>Totals</b>	<b>476,197</b>	<b>641,091</b>	<b>611,324</b>	

2016 YTD Compared to Annual Budget: **640,000** **74.4%**

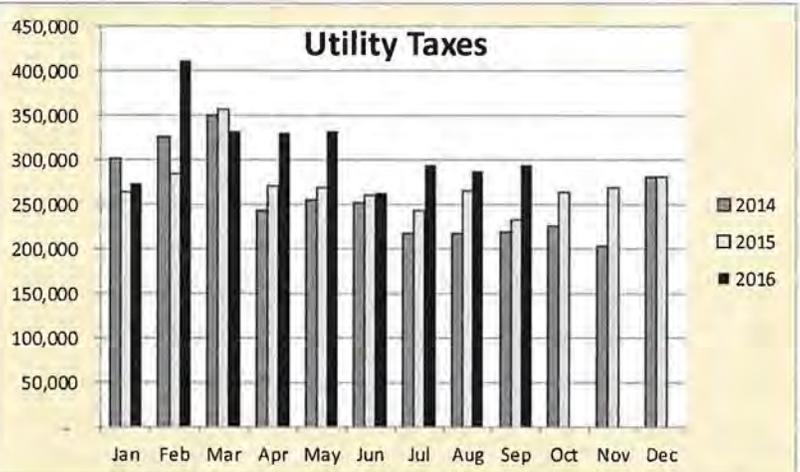


- All revenues sources shown above go to the General Fund.
- The Tax revenue shown in the above graphs EXCLUDE ONE-TIME REVENUES for all years.

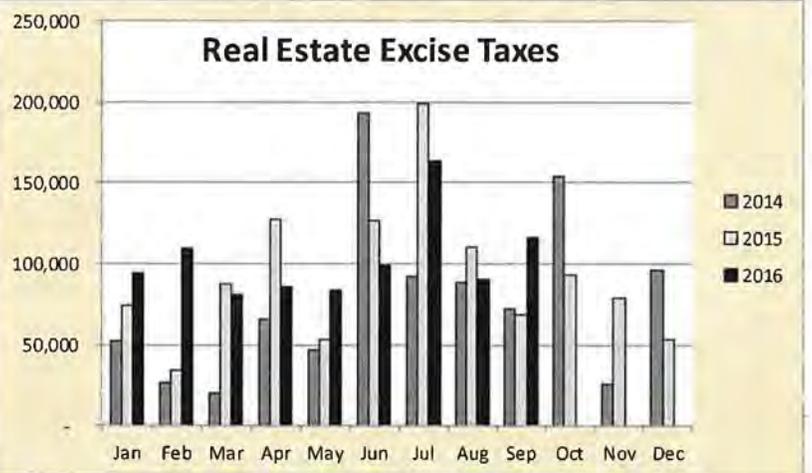
2016 YTD Compared to 2015 YTD:		75,522	10.3%	
	2016	2015	2014	% Mo Chg
Jan	113,463	112,750	104,055	0.6%
Feb	78,834	71,075	73,165	10.9%
Mar	65,347	57,924	56,436	12.8%
Apr	120,207	116,879	108,097	2.8%
May	71,583	74,423	70,303	-3.8%
Jun	72,626	60,470	54,540	20.1%
Jul	121,248	99,070	106,309	22.4%
Aug	94,804	77,663	73,166	22.1%
<b>Sep</b>	<b>72,099</b>	<b>64,435</b>	<b>55,862</b>	<b>11.9%</b>
Oct		113,761	109,105	-100.0%
Nov		74,997	69,418	-100.0%
Dec		40,908	53,544	-100.0%
<b>Totals</b>	<b>810,211</b>	<b>964,355</b>	<b>934,000</b>	
<b>2016 YTD Compared to Annual Budget:</b>		<b>996,000</b>	<b>81.3%</b>	



2016 YTD Compared to 2015 YTD:		370,068	15.1%	
	2016	2015	2014	% Mo Chg
Jan	273,337	264,911	302,063	3.2%
Feb	410,967	284,340	326,082	44.5%
Mar	332,039	357,130	351,131	-7.0%
Apr	331,283	270,479	243,314	22.5%
May	333,168	269,809	254,925	23.5%
Jun	264,151	260,950	251,914	1.2%
Jul	293,988	243,353	217,888	20.8%
Aug	287,778	265,630	218,164	8.3%
<b>Sep</b>	<b>293,791</b>	<b>233,833</b>	<b>219,620</b>	<b>25.6%</b>
Oct		263,509	226,349	
Nov		269,275	203,122	
Dec		281,830	280,978	
<b>Totals</b>	<b>2,820,503</b>	<b>3,265,049</b>	<b>3,095,550</b>	
<b>2016 YTD Compared to Annual Budget:</b>		<b>3,722,352</b>	<b>75.8%</b>	



2016 YTD Compared to Annual Budget:		40,933	4.6%	
	2016	2015	2014	% Mo Chg
Jan	93,909	74,382	52,276	26.3%
Feb	109,153	33,884	26,826	222.1%
Mar	80,623	88,020	19,742	-8.4%
Apr	86,005	127,450	66,103	-32.5%
May	84,072	53,190	46,430	58.1%
Jun	99,166	127,038	193,059	-21.9%
Jul	163,905	199,170	91,941	-17.7%
Aug	90,084	110,322	88,753	-18.3%
<b>Sep</b>	<b>116,119</b>	<b>68,647</b>	<b>72,437</b>	<b>69.2%</b>
Oct		93,478	154,557	
Nov		78,694	25,792	
Dec		53,220	96,222	
<b>Totals</b>	<b>923,036</b>	<b>1,107,495</b>	<b>934,138</b>	
<b>2016 YTD Compared to Annual Budget:</b>		<b>984,520</b>	<b>93.8%</b>	



- 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**  
**SEPTEMBER**

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
<b>101 STREETS</b>						
Begin Fund Balance	273,872	273,872		240,555	240,555	
Revenues	1,532,000	1,152,468	75%	1,254,492	940,570	75%
Expenditures	1,494,294	985,538	66%	1,221,175	929,994	76%
Net Activity	37,706	166,930		33,317	10,576	
Ending Fund Balance	311,578	440,802		273,872	251,131	
<b>102 ARTERIAL PAVEMENT</b>						
Begin Fund Balance	-	-		-	-	
Revenues	15,000	242,063	1614%	-	-	
Expenditures	15,000	-	0%	-	-	
Net Activity	-	242,063		-	-	
Ending Fund Balance	-	242,063		-	-	
<b>107 POLICE DRUG SEIZURE</b>						
Begin Fund Balance	10,342	10,342		7,546	7,546	
Revenues	500	23	5%	25,640	24,393	95%
Expenditures	6,000	-	0%	22,844	-	0%
Net Activity	(5,500)	23		2,796	24,393	
Ending Fund Balance	4,842	10,365		10,342	31,939	
<b>111 HOTEL/MOTEL TAX</b>						
Begin Fund Balance	9,593	9,593		8,161	8,161	
Revenues	84,000	68,190	81%	27,678	19,165	69%
Expenditures	80,000	59,635	75%	26,246	16,957	65%
Net Activity	4,000	8,555		1,432	2,208	
Ending Fund Balance	13,593	18,148		9,593	10,369	
<b>140 REDONDO ZONE</b>						
Begin Fund Balance	22,064	22,064		-	-	
Revenues	53,750	43,194	80%	101,235	92,981	92%
Expenditures	58,597	59,520	102%	79,171	67,436	85%
Net Activity	(4,847)	(16,326)		22,064	25,545	
Ending Fund Balance	17,217	5,738		22,064	25,545	

Special Revenue funds are volatile by their nature for both revenue and spending patterns.

**Redondo Zone** - 2016 includes computer replacement and computer maintenance costs for parking systems. Interfund services cost (for Marina folks operating this area) is higher than last year. This is an area of concern as parking revenues will need to be increased in order to cover operating costs and provide funding for area related

capital improvements. With status quo, 2016 Revised Budget Revenue estimate is \$73K and Revised Budget Expense estimate is \$91K for a reduction in Fund 140 fund balance of \$18K.

**SPECIAL REVENUE FUNDS MONTHLY REPORT**  
**SEPTEMBER**

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
<b>142 AUTOMATION FEES</b>						
Begin Fund Balance	22,985	22,985		-	-	
Revenues	100,000	126,180	126%	22,985	17,810	77%
Expenditures	96,726	75,636	78%	-	-	#DIV/0!
Net Activity	3,274	50,544		22,985	17,810	
Ending Fund Balance	26,259	73,529		22,985	17,810	
<b>180 ABATEMENT</b>						
Begin Fund Balance	1,350	1,350		-	-	
Revenues	500	-	0%	1,350	1,492	111%
Expenditures	200	2,912	1456%	-	-	#DIV/0!
Net Activity	300	(2,912)		1,350	1,492	
Ending Fund Balance	1,650	(1,562)		1,350	1,492	
<b>190 (ASE) AUTOMATED SPEED ENFORCEMENT</b>						
Begin Fund Balance		-			-	
Revenues	356,000	269,824	76%	362,149	259,233	72%
Expenditures	411,914	168,392	41%	297,760	199,932	67%
Net Activity	(55,914)	101,432		64,389	59,301	
Ending Fund Balance	(55,914)	101,432		64,389	59,301	
<b>199 (TBD) TRANSPORTATION BENEFIT DISTRICT</b>						
Begin Fund Balance	48,160	48,160		-	-	
Revenues	880,000	599,604	68%	456,831	355,762	78%
Expenditures	434,200	592,458	136%	408,671	320,466	78%
Net Activity	445,800	7,146		48,160	35,296	
Ending Fund Balance	493,960	55,306		48,160	35,296	

September is 9 months of 12 75%

- The Automation fee revenues come from development activity and therefore are expected to fluctuate through the year. The fund is still on track to meet its revenue budget for the year.
- ASE is running a little ahead, but this revenue source declines in the summer when school is out.

- The TBD will need a supplemental budget adjustment for expenditures. The Original Budget for expenditures only included the first \$20 of car tab spending. The new, additional \$20 was included in revenues but not in the budget. Revenues for the new \$20 started in April.

**DEBT SERVICE FUNDS MONTHLY REPORT  
SEPTEMBER**

	2016 Budget <u>Annual</u>	2016 Actual <u>Year to Date</u>	%	2015 Actual <u>Annual</u>	2015 Actual <u>Year to Date</u>	%
<b>201 REET 1 ELIGIBLE DEBT SERVICE</b>						
Begin Fund Balance		-			-	
Revenues	140,410	105,309	75%	132,659	119,487	90%
Expenditures	142,117	9,407	7%	133,023	8,803	7%
Net Activity	<u>(1,707)</u>	<u>95,902</u>		<u>(364)</u>	<u>110,684</u>	
Ending Fund Balance	<u>(1,707)</u>	<u>95,902</u>		<u>(364)</u>	<u>110,684</u>	
<b>202 REET 2 ELIGIBLE DEBT SERVICE</b>						
Begin Fund Balance		-			-	
Revenues	264,855	198,648	75%	252,459	252,424	100%
Expenditures	264,855	109,720	41%	252,371	102,989	41%
Net Activity	<u>-</u>	<u>88,928</u>		<u>88</u>	<u>149,435</u>	
Ending Fund Balance	<u>-</u>	<u>88,928</u>		<u>88</u>	<u>149,435</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.

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
<b>REVENUES</b>						
Intergov't Grants		8,046		38,729	38,729	100%
Charges Goods & Services	1,209,023	74,235	6%	1,165,902	1,045,885	90%
Fuel Sales		747,757				
Fines & Foreitures	15,220	14,367	94%	17,716	11,886	67%
Moorage, Parking & Misc	2,874,307	2,132,432	74%	2,792,606	2,131,211	76%
Interfund Maint Services	25,000	34,261	137%	34,940	26,843	
<b>TOTAL</b>	<b>4,123,550</b>	<b>3,011,098</b>	<b>73%</b>	<b>4,049,893</b>	<b>3,254,554</b>	<b>80%</b>
<i>Fuel gallons sold</i>	<i>420,609</i>	<i>345,473</i>		<i>404,432</i>	<i>362,836</i>	
<b>EXPENDITURES</b>						
Salaries	651,693	434,614	67%	609,486	470,166	77%
Benefits	271,946	165,664	61%	247,773	188,898	76%
Supplies	1,118,218	104,166	9%	1,048,961	946,178	90%
Fuel Purchases		555,096				
Services	876,082	662,308	76%	817,501	616,483	75%
Capital	-	-		7,286	7,286	100%
Capital Transfers	250,000	46,345		-		
Debt Transfers	819,830	614,871	75%	821,216	615,912	75%
<b>TOTAL</b>	<b>3,987,769</b>	<b>2,583,064</b>	<b>65%</b>	<b>3,552,223</b>	<b>2,844,923</b>	<b>80%</b>
<b>REVENUES MORE THAN OR (LESS THAN) EXPENDITURES</b>	<b>135,781</b>	<b>428,034</b>		<b>497,670</b>	<b>409,631</b>	
Ending Cash & Investments		1,573,564			873,049	
Min Reserves - 20%		747,554				
Avail to Xfer to Dock Replace		576,010				
<i>Sept is 9 month of 12</i>		<i>75.0%</i>				
<i>Fuel Profits (using COGS)</i>		<i>118,835</i>			<i>124,741</i>	

- Marina revenue is running slightly behind last year but net income is generally on-track for the year.
- Fuel sales are down somewhat resulting in about \$6,000 less net fuel profit.

**SWM FUND 450 OPERATIONS MONTHLY REPORT**

(Budget Basis/Working Capital Basis)

SEPTEMBER

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
<b>REVENUES</b>						
Intergov't Grants		15,025				
Charges Goods & Services	3,264,518	2,103,261	64%	2,756,227	1,615,951	59%
Interest & Miscellaneous	2,000	13,581	679%	14,439	11,190	77%
<b>TOTAL</b>	<b>3,266,518</b>	<b>2,131,867</b>	<b>65%</b>	<b>2,770,666</b>	<b>1,627,141</b>	<b>59%</b>
<b>EXPENDITURES</b>						
Salaries	799,230	599,730	75%	761,468	571,350	75%
Benefits	393,022	265,589	68%	342,924	253,226	74%
Supplies	75,300	48,079	64%	39,127	32,083	82%
Services	1,375,804	1,033,559	75%	1,077,055	819,767	76%
Capital		-		27,698	27,698	100%
Capital Transfers		-		108,498	79,532	73%
<b>TOTAL</b>	<b>2,643,356</b>	<b>1,946,957</b>	<b>74%</b>	<b>2,356,770</b>	<b>1,783,656</b>	<b>76%</b>
<b>REVENUES MORE THAN OR (LESS THAN) EXPENDITURES</b>	<b>623,162</b>	<b>184,910</b>		<b>413,896</b>	<b>(156,515)</b>	
Ending Cash & Investments		1,735,844			1,000,790	
Min Reserves - 20% Revenues		653,304				
Waiting for CIP Xfer to Fund 451		1,082,540				
<i>September is 9 months of 12</i>		<u>75.0%</u>				

- SWM is generally on-track for the year. 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.

## INTERNAL SERVICE FUNDS MONTHLY REPORT

(Budget Basis/Working Capital Basis)

## SEPTEMBER

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
<b>500 EQUIPMENT RENTAL OPS</b>						
Begin Fund Balance	43,756	239,158		198,523	198,523	
Revenues	602,215	422,381	70%	526,482	406,483	77%
Expenditures	545,245	315,476	58%	485,847	364,316	75%
Net Activity	56,970	106,905		40,635	42,167	
Ending Fund Balance	100,726	346,063		239,158	240,690	
<b>501 EQUIPMENT RENTAL REPLACE</b>						
Begin Fund Balance	1,424,750	1,618,468		1,628,405	1,628,405	
Revenues	865,334	658,513	76%	462,364	259,457	56%
Expenditures	851,860	694,203	81%	472,301	444,926	94%
Net Activity	13,474	(35,690)		(9,937)	(185,469)	
Ending Fund Balance	1,438,224	1,582,778		1,618,468	1,442,936	
<b>506 FACILITY MAJOR REPAIRS</b>						
Begin Fund Balance	65,423	53,339		166,401	166,401	
Revenues	75,830	57,250	75%	102,760	56,968	55%
Expenditures	79,000	5,562	7%	215,822	116,908	54%
Net Activity	(3,170)	51,688		(113,062)	(59,940)	
Ending Fund Balance	62,253	105,027		53,339	106,461	
<b>511 COMPUTER REPLACEMENT</b>						
Begin Fund Balance	126,766	271,177		317,436	317,436	
Revenues	401,207	364,530	91%	162,084	106,144	65%
Expenditures	262,540	145,182	55%	208,343	186,201	89%
Net Activity	138,667	219,348		(46,259)	(80,057)	
Ending Fund Balance	265,433	490,525		271,177	237,379	
<b>520 SELF INSURANCE</b>						
Begin Fund Balance	99,622	138,795		150,014	150,014	
Revenues	828,455	618,921	75%	637,551	478,111	75%
Expenditures	666,660	601,739	90%	648,770	619,384	95%
Net Activity	161,795	17,182		(11,219)	(141,273)	
Ending Fund Balance	261,417	155,977		138,795	8,741	
<b>530 UNEMPLOY INSURANCE</b>						
Begin Fund Balance	322,817	338,159		284,467	284,467	
Revenues	58,435	42,109	72%	56,143	42,070	75%
Expenditures	75,000	17,706	24%	2,451	2,451	100%
Net Activity	(16,565)	24,403		53,692	39,619	
Ending Fund Balance	306,252	362,562		338,159	324,086	

Sept is 9 months of 12

75%

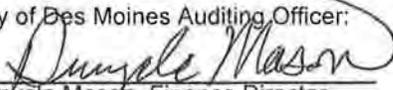
THIS PAGE LEFT INTENTIONALLY BLANK

**CITY OF DES MOINES**  
**Voucher Certification Approval**  
**27-Oct-16**  
**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 Oct 27, 2016 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through Oct 20, 2016 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:

  
 Dunyale Mason, Finance Director

	# From	# To	Amounts
<b>Claims Vouchers:</b>			
Total A/P Checks/Vouchers	148330	- 148520	1,022,640.53
Electronic Wire Transfers	775	- 775	552.00
<b>Total claims paid</b>			<b>1,023,192.53</b>
<b>Payroll Vouchers</b>			
Payroll Checks	18864	- 18867	9,119.75
Direct Deposit	420001	- 420148	279,669.87
Payroll Checks		-	
Direct Deposit		-	
<b>Total Paychecks/Direct Deposits paid</b>			<b>288,789.62</b>
<b>Total checks and wires for A/P &amp; Payroll</b>			<b>1,311,982.15</b>

THIS PAGE LEFT INTENTIONALLY BLANK

# AGENDA ITEM

## BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Consultant Contract Amendment:  
Transportation Project Manager – Leonard D.  
Madsen

FOR AGENDA OF: October 27, 2016

DEPT. OF ORIGIN: Planning, Building & Public  
Works

ATTACHMENTS:

DATE SUBMITTED: October 20, 2016

1. Proposed Amendment 11: Madsen Contract (2016)
2. Contract for Project Management Services between the City of Des Moines and Leonard D. Madsen, January 12, 2009
3. Amendment #10: Madsen Contract (2016)
4. Transportation CIP Project worksheet excerpts

CLEARANCES:

- Legal NS
- Finance cf
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works DSB
- Police N/A
- Courts N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

### Purpose and Recommendation

The purpose of this agenda item is to request Council’s approval of a contract amendment (refer to Attachment 1) with Leonard D. Madsen for professional transportation management services thru December 31, 2016. The following motion will appear on the consent calendar.

### Suggested Motion

**Motion:** “I move to approve Amendment 11 to the Contract with Leonard D. Madsen, continuing professional project management services for the Transportation Gateway Project from January 1 through December 31, 2016 not to exceed \$48,000, and authorize the City Manager to sign the contract amendment substantially in the form submitted.”

### Background

Mr. Madsen has assisted the City in implementing specific transportation improvements since 2005. Recently he serves as the transportation project manager for the three major capital improvements collectively referred to as Transportation Gateway Project. The original contract (refer to attachment 2) was approved in 2009. Since that time, he has been assisting the City in design, right-of-way acquisition and construction of improvements for the three project phases. The term of that contract, via Amendment #10 (refer to Attachment 3), was extended thru December 31, 2016. Acting as a Special Project Manager, he has intimate knowledge of the project, including finalizing the design process,

clearing title to right-of-way, developing agreements with property owners, coordinating with local utilities and securing funding with the Puget Sound Regional Council, the Washington State Transportation Improvement Board, the Washington State Public Works Trust Board, the Port of Seattle, the Federal Highway Administration (FHWA) and the Washington State Freight Mobility Strategic Investment Board (FIMSIB). He oversees and coordinates the engineering contract with KPG/

The three Transportation Gateway Project phases managed by Mr. Madsen in the City's CIP included: S. 216<sup>th</sup> Street Segment 1- A (SR99 to 24<sup>th</sup> Avenue S); S. 216<sup>th</sup> Street Segment 2 (18<sup>th</sup> Avenue S. to 24<sup>th</sup> Avenue S); and 24<sup>th</sup> Avenue S. Improvements (S. 216<sup>th</sup> St to S. 208<sup>th</sup> St). Accomplishments in 2016 included:

1. **S. 216<sup>th</sup> Street Segment 1-A (24<sup>th</sup> Avenue S to SR99):** Mr. Madsen assisted the City in managing design and engineering to expedite right of way and construction phases. He helped gain WSDOT obligation of funding for the right of way phase, oversaw acquisition and state certification of right of way from all property owners in the corridor, oversaw finalization of bid documents, assisted the City in seeking approval of TIB and FMSIB funding and authorization to bid the project. He developed agreements with utilities and KC Metro to partner in construction and funding of the project. The project is under construction and is expected to be closed out in December, 2016.
2. **S. 216<sup>th</sup> Street Segment 2 (18<sup>th</sup> Avenue S. to 24<sup>th</sup> Avenue S):** (constructed and closed out in 2014.
3. **24<sup>th</sup> Avenue S (Connecting 24<sup>th</sup>/28<sup>th</sup> Avenue S):** A Construction and construction engineering contract was awarded in August, 2013 and this federally funding project was substantially complete. A few landscaping issues remain outstanding prior to final closeout. Mr. Madsen assisted in a WSDOT Project Management Review (PMR) conducted on June 21, 2016 which was required due federal funding. There are no outstanding issues enabling the City to continue to directly manage federal projects as a Certified Agency (CA agreement).

### **Discussion**

The Construction Project, subject to weather, is expected to be substantially complete and open for traffic on by October 31, 2016. The intent of this amendment is to provide additional funding to allow Mr. Madsen to assist the City in closing out the project. He will continue to assist the City's construction manager who will have daily contact in representing the city during construction meetings. He will ensure there is continuity between the design, right of way and construction phases. He will assist in seeking reimbursements per agreements with utilities and other funding partners. He will provide status reports to grant funding partners and assist in requesting reimbursements. He will provide broad oversight of the City's consultant agreements for construction engineering. Mr. Madsen will continue to assist in the management of grant and contract funds for this project.

Mr. Madsen will also assist the City in closing out the 24<sup>th</sup> Avenue S. Improvements including coordination with City of SeaTac to complete construction of the S. 208<sup>th</sup> intersection as part of the Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue S. project.

Mr. Madsen's work has been exemplary including coordination of work with staff, the community, technical agencies and the City Council to advance the Transportation Gateway Project through design, right-of-way acquisition, construction engineering and construction. He has assisted the City in developing a remarkable financing strategy enabling this complex \$25 million project to progress from a concept to reality in just 7 years. The work has been completed ahead of schedule and within budget.

Broad public and agency involvement is required to design and construct these improvements. Mr. Madsen will concurrently coordinate this work with the consultant, utilities, technical review agencies, and landowners to expedite project completion.

The level of effort is estimated to be about 12 to 15 hours per week to perform this work.

**Financial Impact**

The costs for this contract extension and continued project management of the Transportation Gateway project can be accommodated from the current capital budgets for S. 216<sup>th</sup> Street, Segment 1-A and the 24<sup>th</sup> Avenue South Improvements. This work is exclusively funded by CIP monies dedicated for transportation improvements.

**Recommendation**

Staff requests that Council approve the proposed motion.

**Concurrence**

Legal, Finance and Planning, Building and Public Works Departments are in agreement.

THIS PAGE LEFT INTENTIONALLY BLANK

**AMENDMENT #11 TO THE CONTRACT FOR PROFESSIONAL  
TRANSPORTATION MANAGEMENT SERVICES**

This is an addendum/amendment to the Contract for Professional Transportation Management Services executed between the CITY OF DES MOINES, hereinafter referred to as the "City" and LEONARD D. MADSEN (Mr. Madsen) on January 12, 2009, as last amended on December 14, 2015. This addendum/amendment will amend the Compensation for the term of the current phase of the Contract.

Paragraph 4 of said Contract is amended to add the following:

**4. Compensation.**

Compensation for extension of this contract for the period described in paragraph 5 shall not exceed \$48,000, payable at a rate of \$75.50 per hour for direct and indirect costs.

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

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF DES MOINES

LEONARD D. MADSEN

By \_\_\_\_\_  
Michael Matthias, Interim City Manager

By \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

By Direction of the Des Moines City Council in Open Public Meeting on October 20, 2016.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

THIS PAGE LEFT INTENTIONALLY BLANK

**CONTRACT FOR PROFESSIONAL TRANSPORTATION MANAGEMENT SERVICES**  
**Between**  
**THE CITY OF DES MOINES**  
**and**  
**LEONARD D. MADSEN**

THIS CONTRACT is made and entered into between the CITY OF DES MOINES, a Washington Municipal Corporation ("the City") and Leonard D. Madsen ("Mr. Madsen").

WHEREAS, the City has adopted the 2009 Capital Improvement Program and desires to advance engineering and eventually construction of improvements commonly known as the City of Des Moines Transportation Gateway Project including S. 216<sup>th</sup> Street Improvements (Segments 1 and 2) as well as improvements to 24<sup>th</sup> Avenue South north of South 216<sup>th</sup> Street;

WHEREAS, it is necessary for the City to secure project management services to assist in overseeing potential professional services for planning, pre-design, engineering, right of way, construction and construction management;

WHEREAS, Mr. Madsen, has adequately demonstrated the ability to provide management services functioning in the recent past as the interim City Transportation Engineer and 16<sup>th</sup> Avenue South Project Manager;

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

**1. Scope of Service.** Mr. Madsen shall serve as Special Transportation Project Manager for the Des Moines Gateway Project. Coordination of ongoing work related to the Gateway capital improvement projects and agreements including work of staff and consulting engineers. The project may be phased dependent upon the outcome Council approval of the following tasks:

- Draft a request for qualifications and assist the City in selection of professional engineering services for all phases of the project including design, PS&E, right of way plans and construction management. It is intended that this work proceed incrementally to scope and manage the work consistent with Council contract approval.
- Pending approval of a design contract, oversee work of consulting engineers to develop a design report, including a physical survey of the right of way. The design report shall be presented to the City Council including recommendations for phased design and/or construction of the Gateway project. Said work will include technical coordination with agencies and a community meeting during predesign process culminating in a recommended plan for approval the City Council.

Professional Services Contract  
 Leonard D. Madsen  
 Page 2 of 5

- o Manage ongoing design work consistent with the Design Report recommendations and direction of the City's Assistant Planning, Building, and Public Works Director.
- b. Assist the City in drafting and managing agreements with property owners, funding partners and utilities to advance the project as necessary during design and construction phases.
- c. Assist the City in drafting and managing a communications strategy for the project.
- d. Assist the City in forming and managing a technical stakeholders advisory group to provide input on the design report prepared for the project.
- e. Provide recommendations for payment of invoices in excess of the signing authority provided herein.
- f. Provide monthly updates on the status of the project.
- g. Obligate City funds and reimburse expenditures not to exceed \$5,000 as provided above and consistent with the adopted 2009 budget.
- h. Coordinate work under the direction of Dan Brewer, PE, Assistant Public Works Director.

**2. Contractor's Obligations.** All labor, materials, tools, software, equipment, utilities, services, and all other things necessary or required in the satisfactory performance of the work shall be furnished by the Mr. Madsen. The Contract will be performed and completed under the supervision of and subject to the approval of the City or its authorized representatives, except that the City shall provide Mr. Madsen with access to the City's computer systems, support staff including, but not limited to a civil engineer, engineering technician, right of way inspector and clerical assistance and office/work space when appropriate; and certain resources such as a City code book, files pertaining to the projects listed in Section 1 of this agreement, and a "door fob" for after hours access to City Hall, all of which shall be returned to the City at the end of the Contract term noted in Section 5, unless extended by mutual written agreement.

**3. Records and Documents.** All data, documents, and files created by Contractor under this Agreement may be stored at City facilities, or at Mr. Madsen's residence until such time as this contract expires or is terminated, at which time they will be turned over to the City. Mr. Madsen shall make such data, documents, and files available to the City upon its request at all reasonable times for the purpose of editing, modifying, and updating as necessary. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

**4. Compensation.** In consideration for the complete and faithful performance of the Contract, Mr. Madsen shall be paid as follows: Excepting changes and modifications agreed upon, Contractor shall be paid sixty five dollars (\$65.00) per hour for direct and indirect costs

Professional Services Contract  
Leonard D. Madsen  
Page 3 of 5

and fees. The consultant is expected to work on average about 26 hours per week, although it is recognized that the work effort may fluctuate, unless modified by mutual agreement with the Assistant Planning, Building, and Public Works Director. The total compensation paid under this contract shall not exceed \$90,000.00 without prior written approval. Mr. Madsen shall submit monthly detailed invoices in a timely manner, in a form acceptable to the City's authorized representative(s), describing dates of service, services performed, and time expended. Invoices shall be paid within thirty (30) days of receipt.

5. **Term.** The term of this Contract shall be from January 9, 2009 to December 31, 2009. This Contract may be extended upon written agreement of both parties. Performance of the consulting services under this contract may be terminated for any cause deemed sufficient by either the City or Mr. Madsen, in whole or in part, at any time, by either party giving the other written notice of such termination, specifying the extent and effective date thereof, but not sooner than fourteen (14) days from date of such notice, providing that the Mr. Madsen shall complete and be compensated for any projects or duties previously assigned and accepted, and shall be compensated for all expenses incurred or committed to, that cannot be canceled.

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

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

8. **Assignment.** Mr. Madsen shall not assign this contract or any interest herein, nor any money due or to become due hereunder without first obtaining the written consent of the City, nor shall Mr. Madsen subcontract any part of the consulting services to be performed hereunder, without first obtaining the consent of the City.

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

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

Professional Services Contract  
 Leonard D. Madsen  
 Page 4 of 5

**11. Indemnification.** The City releases and agrees to indemnify, defend, and hold harmless Mr. Madsen from any and all actions, errors or omissions, claims, damages, or injuries to persons or property, penalties, obligations or liabilities arising out of or related to services performed by Mr. Madsen that are within the course and scope of work performed for the City under this contract. Mr. Madsen releases and agrees to indemnify, defend, and hold harmless the City, its officers, employees, and consultants, from any and all actions, claims damages or injuries arising out of or related to the acts or omissions of Mr. Madsen, up to \$1 million, that are not under control of the City and are not within the scope of this contract.

**12. Liability Insurance.** Mr. Madsen 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 as follows:

- a) Automobile Liability insurance with limits no less than \$500,000 combined single limit per accident for bodily injury, and property damage \$100,000 each accident, with the City added an additional insured for all driving that is required to perform the services outlined in Section 1 of this agreement. Mr. Madsen shall provide proof of such insurance prior to performing; and
- b) Mr. Madsen will be responsible for paying for Workers' Compensation coverage required by the Industrial Insurance laws of the State of Washington.

**13. Dispute Resolution Procedures.**

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

b) **Venue, Applicable Law and Personal Jurisdiction.** All questions related to this Contract shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Contract, such action shall be instituted in the King County Superior Court. The parties each consent to the personal jurisdiction of such court. Except as otherwise provided by law, it is expressly understood that

Professional Services Contract  
Leonard D. Madsen  
Page 5 of 5

neither party can institute any legal action against the other based on this Contract until the parties have exhausted the mediation procedures required by the previous paragraph.

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

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

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

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

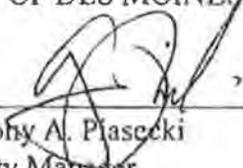
**18. Concurrent Originals.** This Contract may be signed in counterpart originals.

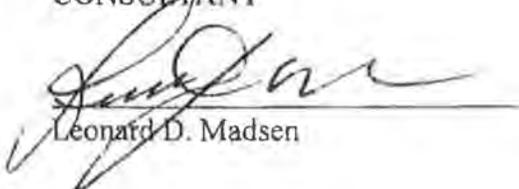
**19. Ratification and Confirmation.** Any acts consistent with the authority and prior to the effective date of this Contract are hereby ratified and confirmed.

IN WITNESS THEREOF, three (3) identical counterparts of this Contract, each of which shall be deemed an original thereof, have been duly executed by the parties herein named, on the day and year first above written.

CITY OF DES MOINES

CONSULTANT

By   
Anthony A. Plasccki  
Its City Manager  
As authorized by the Des Moines City Council  
in open public session on January 8, 2009

  
Leonard D. Madsen

Dated 1/12/09

Dated 1/12/09

APPROVED AS TO FORM:

  
City Attorney

THIS PAGE LEFT INTENTIONALLY BLANK

**AMENDMENT #10 TO THE CONTRACT FOR PROFESSIONAL TRANSPORTATION MANAGEMENT SERVICES**

This is an addendum/amendment to the Contract for Professional Transportation Management Services executed between the CITY OF DES MOINES, hereinafter referred to as the "City" and LEONARD D. MADSEN (Mr. Madsen) on January 12, 2009, as last amended on January 12, 2015. This addendum/amendment will amend the Compensation for the term of the current phase of the Contract.

Paragraph 5 of said Contract is amended to add the following:

**4. Compensation.**

Compensation for extension of this contract for the period described in paragraph 5 shall not exceed \$40,000, payable at a rate of \$75.50 per hour for direct and indirect costs.

Paragraph 5 of said Contract is amended to read, in pertinent part as follows:

**5. Term.**

The term of this Contract shall be from January 1, 2016 to December 31, 2016.

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

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF DES MOINES

LEONARD D. MADSEN

By \_\_\_\_\_  
Anthony A. Piasecki, City Manager

By \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

By Direction of the Des Moines City Council in Open Public Meeting on December 10, 2015.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

THIS PAGE LEFT INTENTIONALLY BLANK

Project Title: **S 216th St - Segment 1A**

Project # **319.332.040**

Summary Project Description:

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 12/31/15	2016 Actual	Project to Date 12/31/16	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
<b>Design</b>											
External Engineering - KPG	195,137	-	195,137	195,137		195,137					
Internal Engineering/Project Mgmt	654,136	-	654,136	654,136		654,136					
Services-WSDOT	351	-	351		351	351					
Other Professional Services - Len Madsen	53,430	-	53,430	51,865	1,565	53,430					
Other Misc (Advice, Postage, Etc.)	956	-	956	956		956					
<b>Prop/ROW/Essements</b>											
External Engineering - KPG	143,652	-	143,652	142,320	1,332	143,652					
Internal Engineering	76,059	-	76,059	75,870	189	76,059					
Other Professional Services - Len Madsen	69,694	-	69,694	69,129	565	69,694					
Land	426,975	-	426,975	426,975	-	426,975					
Other Miscellaneous - Filing Fees/Condemnation	112,985	-	112,985	112,985		112,985					
<b>Construction</b>											
External Engineering - KPG	462,943	-	462,943		462,943	462,943					
External Proj Mgmt-WSDOT	4,000	-	4,000		4,000	4,000					
Internal Engr-Proj Mgmt/ Inspect	45,000	2,000	47,000		45,000	45,000	2,000				
Construction Contract - SCI	3,407,019	-	3,407,019		3,407,019	3,407,019					
Construction-Highline Water	9,468	-	9,468		9,468	9,468					
Other Professional Services - Len Madsen	41,000	-	41,000		41,000	41,000					
Other Miscellaneous	81,182	-	81,182		80,402	81,182					
<b>Other</b>											
Interfund Financial Services	54,163	100	54,263	7,468	46,695	54,163	100				
NonCity Utilities - PSE	145,000	-	145,000		145,000	145,000					
NonCity Utilities - Comcast	6,500	-	6,500		6,500	6,500					
NonCity Utilities - Century Link	5,100	-	5,100		5,100	5,100					
<b>Contingencies</b>	254,617	(2,100)	252,517		244,617	244,617	7,900				
<b>Total Project Expense Budget:</b>	<b>6,249,367</b>	<b>-</b>	<b>6,249,367</b>	<b>1,817,243</b>	<b>4,422,124</b>	<b>6,239,367</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Funding Sources	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/15	2016 Actual	Project to Date 12/31/16	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021
PWTF Loan	325,000	-	325,000	325,000		325,000					
Federal STP (ROW Only Eligible 86.5%)	578,346	-	578,346	488,269	90,077	578,346					
FMSIB (SCI Only)	892,000	-	892,000		892,000	892,000					
Traffic Impact Fees City Wide (Use in-Lieu before)	365,702	-	365,702	50,000	315,702	365,702					
In-Lieu Fees (Use in-Lieu before (IF)	850,422	-	850,422	258,987	581,435	840,422	10,000				
TIB (52.9304%)	2,198,678	-	2,198,678		2,198,678	2,198,678					
Utilities (Comcast)	80,000	-	80,000		80,000	80,000					
Utilities (CenturyLink)	35,000	-	35,000		35,000	35,000					
King County Metro (Estimated Funding)	29,849	-	29,849	7,000	22,849	29,849					
Transportation CIP Fund	894,370	-	894,370	687,987	206,383	894,370					
<b>Total Project Revenue Budget:</b>	<b>6,249,367</b>	<b>-</b>	<b>6,249,367</b>	<b>1,817,243</b>	<b>4,422,124</b>	<b>6,239,367</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Committed Cash:

**Contracts and Professional Service Agreements**

GL Account Number	Contract #	Vendor Name	Date Signed	Exp. Date	Original Amt.
319 332 040 595 10 65 10, 20, 30	06-035	KPG	3/26/2009	6/30/2015	338,789.00
319 332 040 595 20 65 25	15-003	Len Madsen	1/12/2015	12/31/2015	77,500.00
319 332 040 595 30 65 33		SCI Infrastructure, LLC			3,409,446.18
319 332 040 595 30 65 35		Len Madsen	1/11/2016	12/31/2016	40,000.00

Amend / Chg Ord #1	Amend / Chg Ord #5	Amend / Chg Ord #6	Amend / Chg Ord #7	Total Amount
				338,789.00
				77,500.00
				3,409,446.18
				40,000.00



## A G E N D A I T E M

### BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution 16-113 establishing a commemorative street name, Rainier Drive South, for a portion of 19<sup>th</sup> Avenue South

FOR AGENDA OF: October 27, 2016

DEPT. OF ORIGIN: Planning, Building and Public Works

**ATTACHMENTS:**

1. Draft Resolution No. 16-113
2. Letter/Petition from Mount Rainier High School ASB requesting street name change
3. Map of potential street name change location and affected properties
4. Des Moines Municipal Code (DMMC) excerpt 12.50.070
5. Notification letter to affected property owners
6. Letter from ASB president Sophie Rock
7. Proposed 19<sup>th</sup> Ave S street name sign with commemorative "Rainier Drive S" below
8. Notification update to property owners

DATE SUBMITTED: October 20, 2016

**CLEARANCES:**

- Legal DB
- Finance N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works DB
- Police N/A
- Courts N/A
- Economic Development \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this Agenda Item is for the City Council to consider Draft Resolution No. 16-113 (Attachment 1) that would establish a commemorative street name, Rainier Drive South, for a portion of 19<sup>th</sup> Ave South, between South 223<sup>rd</sup> Street and South 229<sup>th</sup> Street.

**Suggested Motion**

**Motion:** "I move to adopt Draft Resolution No. 16-113 adding a commemorative street name, Rainier Drive South, to a portion of 19<sup>th</sup> Avenue South, between South 223<sup>rd</sup> Street and South 229<sup>th</sup> Street."

**Background**

The Mount Rainier Associated Student Body (ASB) submitted a petition to the Des Moines City Council requesting to change the name of a 6-block section of 19<sup>th</sup> Avenue South, between South 223<sup>rd</sup> Street and South 229<sup>th</sup> Street, to "Rainier Drive South".

Per the Des Moines Municipal Code chapter 12.50.070 (Attachment 4), the City Council has the authority to change street names or change numbered streets to named streets. Applications to the City Council for street renaming shall contain the signatures of the majority of persons having ownership in properties addressed on the street.

City staff provided a map (Attachment 3) of potentially affected properties to Sophie Rock, Mount Rainier School ASB president in August of 2015, and informed her that at least 9 of the listed 17 properties would be needed in order to meet the City Code requirement of a majority in agreement of the proposal.

On April 20, 2016, City staff received a letter/petition (Attachment 2) officially requesting the City Council consider changing the name of 19<sup>th</sup> Avenue South between 223<sup>rd</sup> Street and South 229<sup>th</sup> Street to Rainier Drive South. The letter included 9 signatures of property owner representatives as well as a signature from the Pool District which sits on the same property as Mount Rainier High School.

On May 12, 2016, the street re-designation request was brought forward for discussion at the Public Safety and Transportation Committee meeting and there was consensus to bring the request to the full Council. Later that evening at the May 12, 2016 Council meeting, the item was formally added to the July 7, 2016 Council meeting agenda to hear the issue and provide proper noticing time to the affected properties.

On May 24, 2016, City staff prepared and sent out a notification letter (Attachment 5) to the potentially affected properties.

On June 21, 2016, City staff received one comment from a property owner, while not opposed to the name change, was concerned about the potential costs to change their address on personal documents such as; driver's license, vehicle registrations, financial and utility accounts, etc.

### **Discussion**

During the July 7, 2016 Council meeting, concerns were voiced about costs and potential addressing confusion. Council directed staff to return the matter to the Public Safety and Transportation (PS&T) Committee to research the possibility of establishing a commemorative street name by resolution rather than designating the street name by ordinance, and to review the concerns of affected property owners, emergency responders, and the City's Building Official.

A proposed commemorative street name sign (Attachment 7) was developed for comment which consisted of a commemorative portion for Rainier Drive South beneath the current street name of 19<sup>th</sup> Avenue South. The street would continue to be officially named 19<sup>th</sup> Avenue South and no changes to addressing would occur. The background color of the commemorative portion of the sign was proposed to be "Columbia blue" which is the school color for Mount Rainier. In discussions with the ASB representative for the school, this concept was well received.

The Building official and emergency responders including the Police Department, South King Fire, and Valleycom were also asked for comment on the commemorative street name concept. No objections to the concept were voiced.

On October 6, 2016 staff followed up and met with the PS&T committee to confirm the proposed resolution and commemorative street name sign concept. The committee was in favor of the proposed concept and directed staff to bring the resolution to the full Council.

On October 12, 2016 staff notified the residents and property owners on 19<sup>th</sup> Ave South between 223<sup>rd</sup> and 229<sup>th</sup> Street of the commemorative street name sign concept (Attachment 8). As of October 20, 2016, no comments have been received by staff.

**Alternatives**

The City Council may:

1. Adopt the proposed Draft Resolution.
2. Adopt the proposed Draft Resolution with amendments.
3. Decline to adopt the Draft Resolution and make no changes to the street name.

**Financial Impact**

Costs to procure 2 new street name signs and install would be approximately \$200 with labor. There is ample budget in the Street Fund to cover these costs.

**Recommendation or Conclusion**

Adopt the suggested motion.

THIS PAGE LEFT INTENTIONALLY BLANK

**INTERIM CITY ATTORNEY'S FIRST DRAFT 10/05/2016****DRAFT RESOLUTION NO. 16-113**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON**, establishing a commemorative street name of "Rainier Drive South" for the portion of 19th Avenue South between South 223rd Street and South 229th Street in the City of Des Moines.

**WHEREAS**, on April 20, 2016, City staff received a letter/petition officially requesting the City Council to consider changing the street name of a portion of 19th Avenue South, and

**WHEREAS**, on July 7, 2016, the City Council held a public hearing and considered Draft Ordinance No. 16-056 to rename a six-block portion of 19th Avenue South between South 223rd Street and South 229th Street, and

**WHEREAS**, following the public hearing the City Council recommended that the matter be returned to the Council Public Safety and Transportation Committee to research the possibility of establishing a commemorative street name by resolution rather than designating the street name by ordinance, and to review concerns of affected property owners, emergency responders, and the City's Building Official, and

**WHEREAS**, staff re-solicited comments from emergency responders and the Building Official regarding a commemorative street name with both 19<sup>th</sup> Ave South and Rainier Drive South on the same sign and found the previous concerns voiced would be addressed with this commemorative approach, and

**WHEREAS**, staff discussed the commemorative street name option with the Public Safety and Transportation Committee on October 6, 2016, and

**WHEREAS**, staff notified the property owners along the subject portion of 19<sup>th</sup> Ave S as to the date the Council would hear this Resolution, and

**WHEREAS**, the City Council finds that this Resolution is appropriate and necessary; now therefore,

Resolution No. \_\_\_\_  
Page 2 of \_\_\_\_

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

**Sec. 1.** A commemorative street name, Rainier Drive South, is hereby established for that portion of 19<sup>th</sup> Avenue South between South 223<sup>rd</sup> Street and South 229<sup>th</sup> Street. The official street name shall remain 19<sup>th</sup> Avenue South.

**Sec. 2.** The commemorative street name shall become effective when posted by the Planning, Building and Public Works Department.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this \_\_\_\_ day of \_\_\_\_\_, 2016 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

| 10/19/16 1:25 PM 10/19/16 1:02 PM



# Mount Rainier High School

Highline District No. 401

22450 - 19<sup>th</sup> So.  
Des Moines, WA 98198  
Ph (206) 631-7000  
Fax (206) 631-7099

We, the Mount Rainier High School Associated Student Body, hereby petition Des Moines City Council to change the name of a 6-block section of 19th Ave S – between South 223<sup>rd</sup> Street and South 229<sup>th</sup> Street.

**Current street name: 19th Ave S**

**Proposed street name: Rainier Drive South**

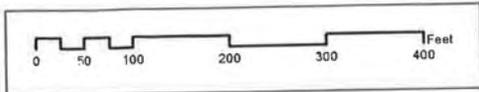
Students and property owners will have input on which name will be final.

*The purpose of this project is to promote Mount Rainier's Student Constitution which states in article II, section 1c, and 1d., "To promote, encourage and display loyalty, pride, and school spirit," and "To maintain a positive attitude and image of Mount Rainier High School to the surrounding community and other affiliations with which Mount Rainier High School interacts with*

Property Owner's Name	Property Owner's Address	Signature
Susan Enheld	22450 19 <sup>th</sup> AVE S.	[Signature]
Tari Overmyer	22722 19 <sup>th</sup> Ave S	[Signature]
Usha Alchar	22609 19 <sup>th</sup> Ave S	[Signature]
Scott Meyer	22405 19 <sup>th</sup> Ave S	[Signature]
ZANE LAWRENCE	22325 19 <sup>th</sup> AVE S	[Signature]
SOPHIA MOREIRA	22621 19 <sup>th</sup> Ave S	[Signature]
Elizabeth Smith	22629 19 <sup>th</sup> Ave S	[Signature]
Carmen Deal	22715 19 <sup>th</sup> Ave S	[Signature]
PAUL CRAIGHER	228415 19 <sup>th</sup> Ave S.	[Signature]
Steph [Signature]	22352 19 <sup>th</sup> Ave S.	[Signature]

THIS PAGE LEFT INTENTIONALLY BLANK

41

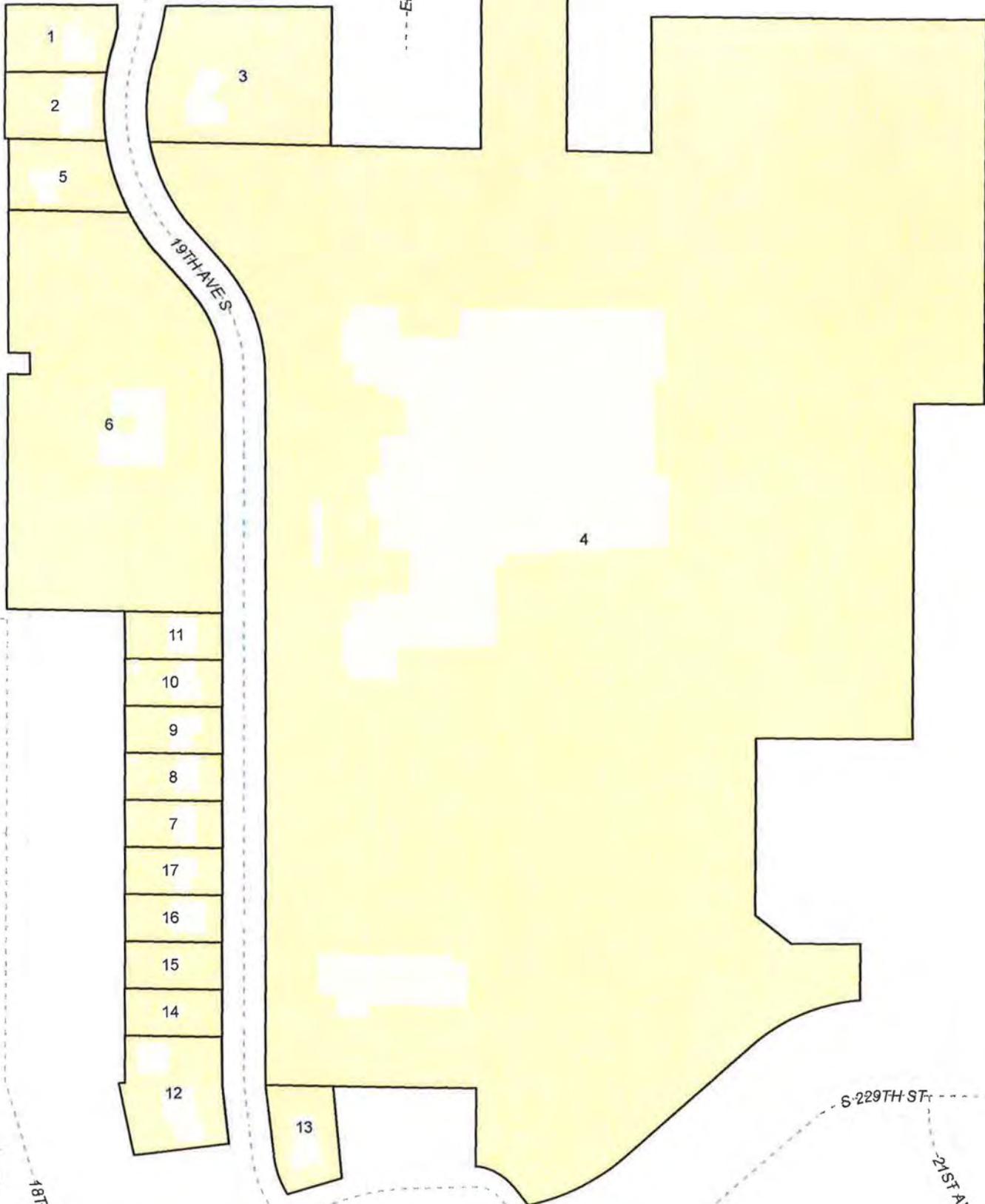


S 223RD ST



Map Generated: Aug 13, 2015

EMMETT LN S



THIS PAGE LEFT INTENTIONALLY BLANK

**12.50.070 Council redesignation.**

(1) Notwithstanding DMMC 12.50.030 through 12.50.060, the City Council reserves the option of changing street names or changing numbered streets to named streets. Applications to the City Council for street renaming shall contain the signatures of the majority of persons having ownership in properties addressed on the street. The filing fee for a street name change application is established by administrative order of the City Manager or the City Manager's designee. The Building Official shall provide written notification to affected property owners at least 20 days before final City Council action.

(2) In its deliberations, the City Council shall consider technical information from the Building Official, location and development characteristics relative to the street, and the impact of the change on existing businesses and residences, as well as on emergency vehicle responsiveness. Only entire street lengths or distinct major portions of streets are eligible for renaming by the City Council. For the purposes of this chapter, "distinct major portion" means a separate portion of a street identifiable by either a directional shift of at least 45 degrees or an interrupted interval of at least one-quarter mile.

(3) A street name change is accomplished by the adoption of an ordinance directing the change. [Ord. 1578 § 149, 2013.]

THIS PAGE LEFT INTENTIONALLY BLANK

October 10, 2016

RE: **Potential renaming of 19<sup>th</sup> Ave South to Rainier Drive South - UPDATE**

Property owner/resident:

This letter serves as an update on the request earlier this year to potentially rename a 6-block section of 19<sup>th</sup> Ave South to Rainier Drive South between South 223<sup>rd</sup> Street and South 229<sup>th</sup> Street (see enclosed map). At the July 7<sup>th</sup>, 2016 Council meeting, the City Council heard the concerns of residents and emergency responders and gave direction to staff to investigate the option of a "Commemorative" name to be added to the existing signs (see attached drawing). The street would officially still be named as 19<sup>th</sup> Ave S. This option was not met with any concern from emergency responders or the building official. Council has placed a resolution action on the October 27<sup>th</sup> Council meeting on the consent calendar. The Public Safety and Transportation Committee concurred with the proposed resolution and recommend adoption on the 27<sup>th</sup>.

If you have additional questions regarding this proposed action, or if you wish to provide public comment, feel free to attend the Council meeting on Thursday October 27<sup>th</sup>, 2016 at 7:00 p.m. If you have questions about the process or the proposed resolution, city staff can be reached by phone at (206) 870-6525.

Sincerely,

R. Brandon Carver, P.E., P.T.O.E.  
Engineering Services Manager  
City of Des Moines

THIS PAGE LEFT INTENTIONALLY BLANK

Dear Council Members -

I wish I could be here today, as our ASB project is going under discussion. But I am travelling abroad to South Korea, studying peace relations in the peninsula. I know today's topic is in good hands with the rest of our ASB present.

I wanted to thank the City for helping us finally take on this project. When I reached out to the City this time last year, they mentioned that this project had been attempted many times before, yet no Mount Rainier High School ASB kept consistent communication, and the project was never fully taken on. I wanted to finally do this project right, and complete it. Despite the outcome tonight, our ASB has learned so much! Just meeting all of our neighbors and getting to know them was success enough for this project. After talking to some of our neighbors and the local businesses, we've already identified a handful of different issues our ASB can help work towards fixing. I am truly thankful for this experience. A special thanks to Brandon for helping us through every aspect of this project, and the rest of our ASB for coming out to support tonight. And thank you to all the neighbors who signed our petition, and even those who did not, you helped us hone in our project, and identify future projects for us to work on. Our ASB thoroughly enjoyed meeting and discussing our project with you!

Thank you,

Sophie Rock

THIS PAGE LEFT INTENTIONALLY BLANK



Date Oct 7th 2016	COMMEMORATIVE NAME FOR 19TH AVE S/RAINIER DR S
No. 1 of 1	

THIS PAGE LEFT INTENTIONALLY BLANK



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



October 11, 2016

RE: **Potential renaming of 19<sup>th</sup> Ave South to Rainier Drive South - UPDATE**

Property Owner/Resident:

This letter serves as an update on the request earlier this year to potentially rename a 6-block section of 19<sup>th</sup> Ave South to Rainier Drive South between South 223<sup>rd</sup> Street and South 229<sup>th</sup> Street (see enclosed map). At the July 7, 2016 Council meeting, the City Council heard the concerns of residents and emergency responders and gave direction to staff to investigate the option of a "Commemorative" name to be added to the existing signs (see attached drawing). The street would officially still be named as 19<sup>th</sup> Ave S. This option was not met with any concern from emergency responders or the building official. Council has placed a resolution action on the October 27<sup>th</sup> Council meeting on the consent calendar. The Public Safety and Transportation Committee concurred with the proposed resolution and recommend adoption on the 27<sup>th</sup>.

If you have additional questions regarding this proposed action, or if you wish to provide public comment, feel free to attend the Council meeting on Thursday October 27, 2016 at 7:00 p.m. If you have questions about the process or the proposed resolution, City staff can be reached by phone at (206) 870-6525.

Sincerely,

R. Brandon Carver, P.E., P.T.O.E.  
Transportation & Engineering Services Manager  
City of Des Moines

Enclosure

THIS PAGE LEFT INTENTIONALLY BLANK

## AGENDA ITEM

### BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

<p>SUBJECT: City Manager Employment Agreement</p> <p>ATTACHMENTS: 1. Draft Employment Agreement</p>	<p>FOR AGENDA OF: October 27, 2016</p> <p>DEPT. OF ORIGIN: Legal</p> <p>DATE SUBMITTED: October 20, 2016</p> <p>CLEARANCES:</p> <p><input checked="" type="checkbox"/> Legal <u>NO</u></p> <p><input checked="" type="checkbox"/> Finance <u>CP</u></p> <p><input type="checkbox"/> Marina <u>N/A</u></p> <p><input type="checkbox"/> Parks, Recreation &amp; Senior Services <u>N/A</u></p> <p><input type="checkbox"/> Planning, Building &amp; Public Works <u>N/A</u></p> <p><input type="checkbox"/> Police <u>N/A</u></p> <p><input type="checkbox"/> Courts <u>N/A</u></p> <p>APPROVED BY CITY MANAGER</p> <p>FOR SUBMITTAL: <u>N/A</u></p>
---	--

#### **Purpose and Recommendation**

“The purpose of this agenda item is for the City Council to formalize the hiring of Michael Matthias as Des Moines City Manager through the execution of an employment agreement.

#### **Suggested Motion**

**Motion: “I move to formalize the appointment of Michael Matthias as Des Moines City Manager under the terms of the attached Employment Agreement, and to authorize the Mayor to sign such Agreement on behalf of the City substantially in the form as submitted.”**

#### **Background**

At the City Council meeting on August 11, 2016, the Council voted to hire Michael Matthias contingent upon successful negotiation of an employment agreement. Mr. Matthias has been acting as the Interim City Manager since August 20, 2016. Mr. Matthias has previously served as the Assistant City Manager for Des Moines since 2014.

Negotiations for an employment agreement were facilitated by Ron Holifield of Strategic Government Resources (SGR). The Draft Employment Agreement (attachment 1) proposed for approval tonight was the result of negotiations between Mr. Matthias and the City since August 12, 2016.

Mr. Matthias has 23 years of local government experience including previous positions with the cities of Sammamish and Maple Valley, Washington, Fort Lauderdale and Lauderdale Lakes, Florida, and Morgan Hill, California. He also worked for the Thurston County Economic Development Council. He holds a Master of Science in Urban Development from the University of Oxford, England, a Master of Science in Applied Economics from the University of California, Santa Cruz, a Master of International Relations from the University of Cambridge, England, and Bachelor of Arts in Political Science from the University of California, Santa Barbara.

### **Discussion**

The Employment Agreement was generally modeled after the contract of recently retired City Manager Anthony Piasecki with a few changes as noted in the Financial Impact section below. The annual compensation is the same at range M-43 as the former City Manager and will be retroactive to the date Mr. Matthias became Interim City Manager. The vehicle/communication allowance is also the same.

Mr. Matthias will be required to reside within the City limits of Des Moines within 6 months.

Performance evaluations will be conducted by the Council quarterly for the first year of the contract and then on a semi-annual basis after that.

The agreement is “at-will” which means Mr. Matthias can be let go at any time for any reason. If he is discharged without cause, the agreement provides for him to receive six months of severance pay as long as certain conditions are met. Mr. Matthias is required to provide a minimum of 60 days’ notice if he decides to terminate the Agreement, in which case he foregoes severance compensation.

Additional employment benefits such as insurance and retirement are commensurate with what is provided to general employees.

### **Financial Impact**

The annual compensation is the same at range M-43, Step C (\$153,900) as the former City Manager and will be retroactive to the date Mr. Matthias became Interim City Manager. A new clause allows for 80 hours of vacation leave to be cashed out annually. If utilized, the 2016 cost of this additional benefit is approximately \$6,420.

The cost of the former City Manager’s leave cash out (\$53,600), the City Manager recruitment costs (\$24,335) and the new 2016 Vacation Cash Out for the new City Manager are more than offset by the savings from keeping the City Manager’s Executive Asst/HR Technician position vacant for eleven months.

**Employment Agreement**  
**Between the City of Des Moines and Michael Matthias**

This Employment Agreement (“Agreement”) is made and entered into by and between the City of Des Moines, Washington, a municipal corporation, hereinafter called “Employer” or “City Council,” and Michael Matthias, hereinafter called “Employee” or “City Manager.”

**Section 1. Employment, Powers and Duties, and Term.**

(A) The City Council hereby employs Michael Matthias as City Manager of the City of Des Moines, to perform on a full-time basis the functions and duties set forth in the Des Moines Municipal Code (DMMC), RCW 35A.13.080, and such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign. The City Council acknowledges the business principles and legal provisions under the Council-Manager form of government, and agrees to direct its concerns and requests for action to the City Manager. The City Manager recognizes that the City Council is the policy making body and agrees to respond promptly and equally to all members of the City Council regarding their concerns.

(B) The City Manager shall focus his professional time, ability, and attention to the City’s business during the term of this Agreement. The City Manager shall not spend time in teaching, consultation, or other non-Employer connected business activities that are competitive or in conflict with his duties as City Manager. In those cases where outside activities, for example, teaching, consulting or other business opportunities are not in conflict with his duties and are not competitive to the interests of the City, the City Manager will request the express prior written consent of the City Council. The City Council has the sole authority to approve or deny a request under this Section.

(C) Before entering upon the duties of his office, the City Manager shall take an oath for the faithful performance of his duties and shall execute and file with the City Clerk a bond in favor of the City in the amount required by law. The premium on such bond shall be paid by the City.

(D) This Agreement and appointment shall become effective October 14, 2016 and shall be for an indefinite term subject to RCW 35A.13.130 and Section 7 of this Agreement. The City Manager is an “at-will” employee serving at the pleasure of the Employer, acting through the City Council, and subject to summary dismissal without any right of notice or hearing. Except as provided in Section 7 below, the City may terminate the employment of the City Manager at any time, with or without cause, upon compliance with RCW 35A.13.130 and the provisions set forth in Section 7 of this Agreement.

(E) If City Manager determines to terminate this Agreement, he shall be required to give a minimum of sixty days’ advance written notice to the City Council prior to the effective date of his termination, unless a shorter period is acceptable to the

City Council, and the City Manager shall not be eligible for severance compensation in the event of his voluntary resignation.

**Section 2. Compensation.**

(A) Employee shall receive an initial annual base salary at Step C of Range M-43 on the City's pay plan; the annual salary of Step C on range M-43 is \$153,900, which is the 2016 rate, retroactive to August 20, 2016. It is agreed Employee will be eligible to progress to an increased Step or Range immediately following his performance evaluation in April of 2017 and subject to the approval of the City Council and contingent upon satisfactory performance as determined by the City Council. If Employee receives an increase based on the April 2017 evaluation, that increase will be retroactive to February 20, 2017. Any subsequent step increases will be contingent upon demonstrated sustained exemplary performance, as determined by the City Council.

(B) City Manager shall receive general pay increases as otherwise provided to non-represented City employees, generally effective January 1<sup>st</sup> of each year subject to budget constraints. Likewise, the City Manager shall accept equivalent wage and benefit concessions, such as furloughs, as any that are implemented for non-represented employees. Cost of living adjustments and any such concessions will be administratively applied without the necessity of modifying this agreement.

**Section 3. Employment Benefits.**

(A) Except as otherwise provided in this Agreement, the City Manager is granted employment benefits in accordance with the Personnel Manual of the City, as presently constituted or as may be subsequently amended.

(B) The City shall provide medical, dental, and vision coverage with the same premium share percentage paid by Employee as non-represented employees. Employee agrees to elect a City-sponsored high deductible medical plan combined with a Health Reimbursement Arrangement as provided to non-represented employees. The City will provide the same fringe benefits provided to non-represented employees, such as basic term life insurance, long term disability insurance, and survivor life benefit insurance coverage provided to non-represented employees.

(C) Employee shall accrue vacation leave at the rate of sixteen (16) hours per month. Employee shall also be provided with a bank of eighty (80) hours of vacation and eighty (80) hours sick leave subtracted by the total number of hours currently in each vacation and sick leave bank respectively. The intent of this section is for Employee to have a total of eighty (80) hours of vacation leave and eighty (80) hours of sick leave in his bank immediately following execution of this Agreement.

(D) Employee may cash in up to eighty (80) hours of vacation each November to be paid on the first payday in December.

(E) The parties recognize that the City Manager must devote a great deal of time outside normal office hours on business for the City. The parties recognize that City Manager is exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standards Act, and is therefore not entitled to formal accumulation of compensation time for hours worked in excess of the normal work day or work week. However, based on the recognition that the City Manager is required to attend meetings and perform duties outside normal working hours, an additional sixteen hours of vacation time shall be added to his vacation balance on a quarterly basis, rather than the eight hours per quarter that exempt employees generally receive.

(F) In lieu of participation in the Social Security System, Employee and Employer will make contributions to Social Security replacement retirement accounts, as provided to eligible non-represented employees pursuant to Sections 401(a) and 457 of the Internal Revenue Code.

(G) Employee is covered by the State of Washington PERS 2 retirement system. Employer shall contribute the Employer's share and Employee shall contribute the Employee's share of contributions to PERS 2 as established in state law. The parties acknowledge that the amount of the Employer contribution is subject to adjustment by the state legislature in the future and agree that said contribution shall be adjusted (either increased or decreased) accordingly.

(H) Recognizing the travel and telecommunications costs Employee will be incurring using his own vehicle and cellular phone in the performance of his duties, he will be paid a transportation and telecommunications allowance totaling \$500 per month, to be paid in two \$250 increments on his bi-monthly paycheck, subject to lawfully required withholdings. This section will be applied retroactively to August 20, 2016.

(I) The City Council fully supports Employee's professional development and Employer shall pay the fee for Employee's membership in the International City/county Management Association and the Washington City/County Management Association, and reasonable registration and expenses for other ongoing professional training, classes, licensing requirements or professional development conferences as provided in the City budget and consistent with City Policy.

**Section 4. Residence.**

Employee agrees to establish residence within the corporate boundaries of the City within six months of employment.

**Section 5. Performance Evaluation.**

(A) The City Council shall review and evaluate the performance of the Employee quarterly for the first year of employment. After the first year, performance

evaluations will occur at least twice annually, in April and October of each year, unless otherwise mutually agreed by the City Council and the Employee. Said review and evaluation shall be in accordance with job performance criteria developed by the City Council, and in accordance with Des Moines Municipal Code 2.04.050.

(B) The City Council shall define goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the Council's policy objectives, and shall further establish a relative priority among those various objectives.

#### **Section 6. Indemnification.**

As a condition of Employee's employment, Employer agrees that it shall defend, hold harmless and indemnify Employee against any tort, professional or personal liability claim, demand, or legal action of any kind or nature, whether groundless or otherwise, arising directly or indirectly out of an alleged act or omission occurring in the performance of Employee's duties. This indemnification and hold harmless shall continue after Employee's cessation of employment but only insofar as it relates back to claims, demands, suits, judgements and professional, personal and community liability arising either directly or indirectly out of his employment. The terms of this provision assume and are conditioned upon the Employee acting in a lawful manner and within the scope of his authority as City Manager and fully cooperating in the defense of any such claims and suits.

#### **Section 7. Termination and Severance.**

(A) In the event the Employee is terminated or requested by the Employer to resign for the convenience of the City of Des Moines, the Employer shall provide severance compensation in the amount of six (6) months of salary, cash equivalent of vested benefits and deferred compensation, based upon the salary and benefits in effect at the time of notice of termination or resignation, and the Employer shall extend and pay the Employer's share toward health coverage benefits for six (6) months. Employer shall additionally compensate Employee for all earned vacation and personnel leave balances in effect on the date of termination or resignation, with no further vacation or sick leave accrual. Said severance compensation shall be paid in monthly installments. The Employer shall be authorized to perform any deductions required by law. Any termination action taken by the Employer shall be subject to the notice period required by RCW 35A.13.130 and RCW 35A.13.140, or successor statutes. The Employer, in its sole discretion, may substitute advance notice of termination in addition to that required by statute for any or all of the six months' severance compensations listed above. Additionally, the Employer and Employee may, by mutual consent, arrange for a time-certain effective date of such termination, subject to the aforementioned notice period required by state law.

(B) The parties expressly agree that the Severance in Section 7(A) is intended to assure that the City Manager receives pay and benefits at the same level as of the date of his termination for a period of six months following such date. Accordingly, if the City Manager becomes self-employed or obtains employment with an employer other than the City of Des Moines at any point within six months of his termination, the City Manager agrees to promptly report the situation to the City and understands that his severance pay shall be reduced in an amount equal to any income earned and benefits provided to City Manager through such employment opportunities.

(C) Failure of the Employer to correct a material breach of this Agreement after notice and a reasonable opportunity to comply will be considered a constructive discharge without cause and Employee will be entitled to severance compensation specified in this section.

(D) In the event the City Manager is terminated for "cause," then Employer's only obligation to the City Manager is to pay all compensation and benefits accrued but unpaid at the date of termination. For the purposes of this Agreement "cause" for termination shall include, but not be limited to, the commission of any one of the offenses calling for immediate discharge under Section 8(A)(1) of the Personnel Manual as presently constituted or as may be subsequently amended (including any change in section numbering).

**Section 8. General Provisions.**

(A) In addition to the rights and benefits detailed herein, the City Manager shall receive all benefits accruing to the department directors of the City of Des Moines, except where they are in conflict with the specific provisions of this Agreement.

(B) The text herein shall constitute the entire agreement between the parties.

(C) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the parties.

(D) This Agreement shall become effective upon execution by Employee and adoption and approval by the City Council of the City of Des Moines.

(E) Any amendment, alteration, extension, or modification of this Agreement shall be in writing, signed by the parties hereto, approved in the affirmative vote of the City Council with the written consent of City Manager.

(F) If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, and to signify agreement to the terms and conditions of this Agreement, the parties have affixed their signatures on the dates indicated.

Dated this \_\_\_ day of \_\_\_\_\_, 2016.

Dated this \_\_\_ day of \_\_\_\_\_, 2016.

CITY OF DES MOINES

EMPLOYEE

\_\_\_\_\_  
Matt Pina, Mayor  
(At the direction of the City Council of the  
City of Des Moines taken at an open public  
meeting on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Michael Matthias, City Manager

Approved as to form:

\_\_\_\_\_  
Timothy A. George, Interim City Attorney

Attest:

\_\_\_\_\_  
Bonnie Wilkins, City Clerk

## AGENDA ITEM

SUBJECT: Consultant Contract Amendment –  
Grant Fredricks

AGENDA OF: October 27, 2016

DEPT. OF ORIGIN: Planning, Building &  
Public Works

ATTACHMENTS:

DATE SUBMITTED: October 19, 2016

1. Proposed Amendment/Addendum 5 to Services Agreement with Grant Fredricks
2. Services Agreement with Grant Fredricks dated January 2, 2014 with Addenda 1-4

CLEARANCES:

Legal JB

Finance CP

Marina N/A

Parks, Recreation & Senior Services N/A

Planning, Building & Public Works DSB

Police N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

**Purpose and Recommendation:**

The purpose of this item is for the City Council to approve a contract amendment/addendum with Grant Fredricks for 2016 consulting services in the areas of priority project management, and policy and economic development identified by the City Council and City Manager including but not limited to the Sound Transit's (ST) Federal Way Link Extension (FWLE), Zoning and Subdivision Code changes, and other economic development and project management. Funds for the proposed amendment/addendum are available in the 2016 adopted budget and provided for in the 2017 budget. The following motion will appear on the Consent Calendar.

**Suggested Motion:**

**Motion:** "I move to approve Amendment/Addendum 5 to the Contract with Grant Fredricks, continuing professional consulting services through December 31, 2017 with a total not to exceed \$60,000 for 2016 services and \$50,000 for 2017 services, and authorize the City Manager to sign the contract amendment substantially in the form submitted."

**Background:**

Mr. Fredricks has been providing management consulting services under contract since January 2013 following his retirement from the City in November 2012. As a State Personnel System (PERS) 2 retiree, he may work up to 867 hours a year (approximately 17 hours a week on average) for employers covered by PERS such as the City. In 2013 he worked a total of 800 hours, in 2014 worked 482 hours for the City under a \$60,000 contract, in 2015 worked 410 hours, and in 2016 is expected to work about 425 hour if this addendum is approved.

Ninety percent of his 2016 time has been spent on updating the zoning code to facilitate economic development, and the Link Light Rail extension to Federal Way (FWLE) with a stop near Highline College/Kent-Des Moines Road. The remaining 10% of his time was spent on development of the Des Moines Creek Business Park and coordinating staff review of the Highline College Master Plan.

### **Discussion**

Mr. Fredricks has been generally working in Des Moines six days a month and also working from his home office when it's not necessary to commute to City Hall. He occasionally participates in City Council and committee meetings and represents the City on the FWLE interagency working groups and on occasion, other committees.

In 2016, Mr. Fredricks worked under a \$50,000 (417 hour) City Council-approved contract.

In 2017, he will be working on FWLE advanced planning including the policy implications of preliminary engineering of the preferred rail alignment and station design, implementation of ST-Board direction to streamline permitting processing for FWLE, working with other agencies to amend and resolve technical and land use code requirements, and coordinating language for consistent development agreements with other agencies and Sound Transit needed by late next spring to facilitate right of way acquisition.

In 2017, he will also be finalizing City approval of the Highline College Master Plan to enable the major renovation of Building 26 and help ensure a seamless integration of the College with the new FWLE Kent/Midway station.

Finally, as he did with the DMCBP, he will be helping to develop a new development agreement with the Port of Seattle to accelerate development of its property west of the DMCBP.

### **Alternatives**

Council may choose not to approve the 2016 contract amendment in which case Mr. Fredricks will continue to work until mid-November when his contract authority is reached, and resume assigned work in January if the 2017 contract is approved as proposed. Other staff would be required to back fill his assignments from mid-November through the end of the year.

### **Financial Impact**

The 2016 PBPW budget has sufficient capacity to accommodate up to \$10,000 of additional 2016 spending. The proposed 2017 Budget was developed to accommodate up to \$50,000 in services provided by contract as proposed.

### **Recommendation/Conclusion:**

Staff recommends that Council approve the proposed contract Addendum.

**FIFTH CONTRACT AMENDMENT/ADDENDUM**  
**CONTRACT FOR SERVICES BETWEEN**  
**THE CITY OF DES MOINES AND GRANT FREDRICKS**

**THIS AMENDMENT/ADDENDUM** is entered into on this \_\_\_st day of October 2016, pursuant to that certain Contract entered into on the 2nd day of January, 2014 and as amended on October 13, 2014, December 23, 2014, January 8, 2015 and December 21, 2015 between the **CITY OF DES MOINES**, WASHINGTON (hereinafter "City"), and **GRANT FREDRICKS** (hereinafter "VENDOR").

The parties herein agree that the Contract dated January 2, 2014, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

I) **SECTION II** of Contract amended December 21, 2015 is hereby amended to read as follows:

II. **TIME OF COMPLETION.** Upon the effective date of this Amendment/Addendum, Vendor shall complete the work and provide all goods, materials, and services by December 31, 2017.

II) **SECTION III** of Contract amended January 8, 2015, is hereby amended to read as follows:

III. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed \$60,000 for services performed in 2016, and \$50,000 for services performed in 2017 at a rate of \$120.00 per hour, for the goods materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5<sup>th</sup> of the following month. The invoice will include an itemized work summary.

Except as modified hereby, all other terms and conditions of contract dated January 2, 2014, remain in full force and effect.



**SERVICES AGREEMENT**  
**between the City of Des Moines and Grant Fredricks**

**THIS AGREEMENT** is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Grant Fredricks (hereinafter the "Vendor"). This is intended to serve as an interim personal services contract not to exceed \$5,000 in value and expiring January 31, 2013 or when superseded by a City Council-approved contract.

**AGREEMENT**

**I. DESCRIPTION OF WORK.**

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

1. Participate in the City Council's goal setting retreat on January 5, 2013.
2. Participate in the January 22, 2013 meeting with Port elected officials and staff and City elected officials and staff to chart a path forward on the economic development of the Des Moines Creek Business Park, and then coordinate the City's actions in support of that direction.
3. Working with the City's Economic Development Manager, coordinate community development and economic development policy initiatives resulting from January's City Council retreat.
4. Working with the Economic Development Manager, develop policy proposals for City Council consideration to accelerate economic development,
5. Work on other City Manager assignments as directed.

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.

**II. TIME OF COMPLETION.** Upon the effective date of this Agreement, Vendor shall complete the work and provide all goods, materials, and services by January 31, 2013.

**III. COMPENSATION.** The City shall pay the Vendor an amount not to exceed \$5,000, at a rate of \$90.00 per hour, for the goods, materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5<sup>th</sup> of the following month. The invoice will include an itemized work summary.

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 Agreement, 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 Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement 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. INDEPENDENT CONTRACTOR.** The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Vendor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

**V. TERMINATION.** Either party may terminate this Agreement, 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 Agreement.

**VI. 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 Agreement. 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 Agreement, section XIV(D), 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 VII, 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.

**VII. 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 Agreement 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 Agreement.

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 Agreement 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 Agreement.
- 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).

**VIII. LIMITATION OF ACTIONS.** VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT 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.

**IX. WARRANTY.** This Agreement 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.

**X. DISCRIMINATION.** In the hiring of employees for the performance of work under this Agreement 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.

**XI. INDEMNIFICATION.** Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence.

The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

**XII. 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.

**XIII. MISCELLANEOUS PROVISIONS.**

A. Recyclable Materials. The city recommends that its contractors and consultants use recycled and recyclable products whenever practicable.

B. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement 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.

C. Resolution of Disputes and Governing Law. This Agreement 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 Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court,

King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. 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, including all appeals, 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 XI of this Agreement.

D. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, 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 Agreement or such other address as may be hereafter specified in writing.

E. Assignment. Any assignment of this Agreement 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 Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

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

G. Entire Agreement. The written provisions and terms of this Agreement, 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 Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

H. 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 Agreement or accruing out of the performance of those operations.

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

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

<b>VENDOR:</b>	<b>CITY OF DES MOINES:</b>
----------------	----------------------------

<p>By: _____  <i>(signature)</i>  Print Name: Grant L. Fredricks</p> <p>DATE: _____</p>	<p>By: _____  <i>(signature)</i>  Print Name: Anthony A. Piasecki  Its: City Manager</p> <p>DATE: _____</p>
<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>VENDOR:</b></p> <p>Grant L. Fredricks  9020 Valley Green Dr SE  Olympia, WA 98513  (360) 584-3164 (cell phone)  granita@ix.netcom.com</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>Tony Piasecki, City Manager  City of Des Moines  21630 11<sup>th</sup> Ave. So., Suite A  (206) 870-6541 (telephone)  (206) 870-6540 (facsimile)</p>

**FIRST CONTRACT AMENDMENT/ADDENDUM**  
**CONTRACT FOR SERVICES BETWEEN**  
**THE CITY OF DES MOINES AND GRANT FREDRICKS**

**THIS AMENDMENT/ADDENDUM** is entered into on this 13<sup>th</sup> day of October 2014, pursuant to that certain Contract entered into on the 2nd day of January, 2014, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **GRANT FREDRICKS** (hereinafter "VENDOR").

The parties herein agree that the Contract dated January 2, 2014, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

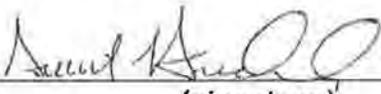
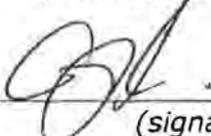
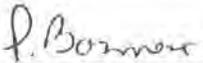
I) **SECTION III** of Contract dated January 2, 2014, is hereby amended to read as follows:

III. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed \$60,000 in 2014, at a rate of \$120.00 per hour, for the goods materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5<sup>th</sup> of the following month. The invoice will include an itemized work summary.

Except as modified hereby, all other terms and conditions of contract dated January 2, 2014, remain in full force and effect.

//  
//  
//  
//  
//  
//  
//  
//

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

<p align="center"><b>GRANT L. FREDRICKS:</b></p> <p>By: <u></u>          (signature)          Print Name: <u>Grant L. Fredricks</u>          Vendor          DATE: <u>10/9/14</u></p>	<p align="center"><b>CITY OF DES MOINES:</b></p> <p>By: <u></u>          (signature)          Print Name: <u>Anthony A. Piasecki</u>          Its <u>City Manager</u>          DATE: <u>10/13/14</u>          BY DIRECTION OF CITY COUNCIL ON 10/14/14</p> <p>Attest: _____ Approved as to form: _____             City Clerk City Attorney          DATE: <u>10/13/2014</u> DATE: <u>10/13/2014</u></p>
<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>Grant L. Fredricks:          Dba Fredricks Management Consulting</b>          9020 Valley Green Dr SE          Olympia, WA 98513          (360) 584-3164 (cell phone)          granita.fredricks@gmail.com</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b>          Anthony A. Piasecki          City of Des Moines          21630 11<sup>th</sup> Avenue S., Suite A          Des Moines, WA 98198          206-870-6541 (telephone)          206-870-6540 (facsimile)</p>

**SECOND CONTRACT AMENDMENT/ADDENDUM**  
**CONTRACT FOR SERVICES BETWEEN**  
**THE CITY OF DES MOINES AND GRANT FREDRICKS**

**THIS AMENDMENT/ADDENDUM** is entered into on this 23<sup>rd</sup> day of December 2014, pursuant to that certain Contract entered into on the 2nd day of January, 2014 and as amended on October 13, 2014, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **GRANT FREDRICKS** (hereinafter "VENDOR").

The parties herein agree that the Contract dated January 2, 2014, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

I) **SECTION II** of Contract dated January 2, 2014, is hereby amended to read as follows:

II. **TIME OF COMPLETION.** Upon the effective date of this Amendment/Addendum, Vendor shall complete the work and provide all goods, materials, and services by January 31, 2015.

Except as modified hereby, all other terms and conditions of contract dated January 2, 2014 as amended on October 31, 2014, remain in full force and effect.

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



**THIRD CONTRACT AMENDMENT/ADDENDUM**  
**CONTRACT FOR SERVICES BETWEEN**  
**THE CITY OF DES MOINES AND GRANT FREDRICKS**

**THIS AMENDMENT/ADDENDUM** is entered into on this 5<sup>th</sup> day of January 2015, pursuant to that certain Contract entered into on the 2nd day of January, 2014 and as amended on October 13, 2014 and December 23, 2014, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **GRANT FREDRICKS** (hereinafter "VENDOR").

The parties herein agree that the Contract dated January 2, 2014, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

I) **SECTION II** of Contract dated January 2, 2014, is hereby amended to read as follows:

II. **TIME OF COMPLETION.** Upon the effective date of this Amendment/Addendum, Vendor shall complete the work and provide all goods, materials, and services by December 31, 2015.

II) **SECTION III** of Contract dated January 2, 2014 and as amended October 13, 2014 and December 23, 2014, is hereby amended to read as follows:

III. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed \$50,000 for services performed in 2015, at a rate of \$120.00 per hour, for the goods materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5<sup>th</sup> of the following month. The invoice will include an itemized work summary.

Except as modified hereby, all other terms and conditions of contract dated January 2, 2014, remain in full force and effect.

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

**GRANT L. FREDRICKS:**

**CITY OF DES MOINES:**

By: *Grant Fredricks*  
(signature)

By: *[Signature]*  
(signature)

Print Name: Grant L. Fredricks  
Vendor

Print Name: Anthony A. Piasecki  
Its City Manager

DATE: 1/8/15

DATE: 1/8/15

Attest:  
form:

Approved as to

*[Signature]*  
City Clerk  
DATE: 1/8/15

*[Signature]*  
City Attorney  
DATE: 1/8/15

**NOTICES TO BE SENT TO:**

**NOTICES TO BE SENT TO:**

**Grant L. Fredricks:**  
**dba Fredricks Management**  
**Consulting**  
9020 Valley Green Dr SE  
Olympia, WA 98513  
(360) 584-3164 (cell phone)  
granita.fredricks@gmail.com

**CITY OF DES MOINES:**  
Anthony A. Piasecki  
City of Des Moines  
21630 11<sup>th</sup> Avenue S., Suite A  
Des Moines, WA 98198  
206-870-6541 (telephone)  
206-870-6540 (facsimile)

**FOURTH CONTRACT AMENDMENT/ADDENDUM**  
**CONTRACT FOR SERVICES BETWEEN**  
**THE CITY OF DES MOINES AND GRANT FREDRICKS**

**THIS AMENDMENT/ADDENDUM** is entered into on this 21st day of December 2015, pursuant to that certain Contract entered into on the 2nd day of January, 2014 and as amended on October 13, 2014, December 23, 2014, and January 8, 2015 between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **GRANT FREDRICKS** (hereinafter "VENDOR").

The parties herein agree that the Contract dated January 2, 2014, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

I) **SECTION II** of Contract amended January 8, 2015 is hereby amended to read as follows:

II. **TIME OF COMPLETION.** Upon the effective date of this Amendment/Addendum, Vendor shall complete the work and provide all goods, materials, and services by December 31, 2016.

II) **SECTION III** of Contract amended January 8, 2015, is hereby amended to read as follows:

III. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed \$50,000 for services performed in 2016, at a rate of \$120.00 per hour, for the goods materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5<sup>th</sup> of the following month. The invoice will include an itemized work summary.

Except as modified hereby, all other terms and conditions of contract dated January 2, 2014, remain in full force and effect.



THIS PAGE LEFT INTENTIONALLY BLANK

## A G E N D A I T E M

### BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Ordinance 16-123 amending the  
Des Moines 2035 Comprehensive Plan

ATTACHMENTS:

1. Draft Ordinance No. 16-123
2. Staff Report

FOR AGENDA OF: October 27, 2016

DEPT. OF ORIGIN: Planning, Building and  
Public Works

DATE SUBMITTED: October 17, 2016

CLEARANCES:

- Legal VB
- Finance N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works DSB
- Police N/A
- Courts N/A
- Economic Development \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

#### **Purpose and Recommendation**

The purpose of this Agenda Item is for the City Council to hold a public hearing for the consideration of Draft Ordinance No. 16-123 (Refer to Attachment 1) that would amend *Des Moines 2035: Charting Our Course for a Sustainable Future* (the comprehensive plan) codified in Chapter 18.05 and Chapter 18.25 Des Moines Municipal Code (DMMC).

#### **Suggested Motions**

**Motion 1:** "I move to suspend Rule 26(a) in order to enact Draft Ordinance No 16-123 on first reading."

**Motion 2:** "I move to enact Draft Ordinance No. 16-123 adopting the 2016 amendments to *Des Moines 2035: Charting Our Course for a Sustainable Future* and amending Chapters 18.05 and 18.25 DMMC."

## **Background**

*Des Moines 2035 – Charting Our Course for a Sustainable Future* is a 20-year comprehensive plan that articulates our community’s vision and values about how the City will grow and prosper into the future. The goals, policies and implementation strategies included in this Plan provide a basis for the City’s regulations and guide future decision-making. The Plan also addresses anticipated population, housing and employment growth, and how facilities and services will be maintained or improved to accommodate expected growth between now and the year 2035.

The comprehensive plan is comprised of individual elements addressing land use, transportation, conservation and environment, capital facilities/utilities/ public services, parks, recreation and open space, housing, economic development, neighborhoods and public health.

The 1990 Growth Management Act is codified in RCW 36.70A. It requires, among other things that “cities ... take action to review and, if needed, revise their *comprehensive plans* and development regulations (*emphasis added*) to ensure the plan and regulations comply with the requirements of this chapter . . . Any amendment of or revision to development regulations shall be consistent with and implement the comprehensive plan.”

Chapter 18.25 Comprehensive Plan of the Des Moines Municipal Code sets forth the process and standards of review that must be used by staff, the Planning Agency and the City Council in analyzing proposed amendments to the Comprehensive Plan and associated maps, including initiation of amendments, schedule for initiation and review of amendments, contents for application for amendment and decision criteria. Applications for amendment of the City of Des Moines Comprehensive Plan may be submitted to the Planning, Building and Public Works Department between January 1st and June 30th of each calendar year (DMMC 18.25.060(1)). Consistent with the provisions of DMMC 18.20.080A, the Comprehensive Plan amendments are considered Type VI land use actions and require a public hearing with the City Council.

## **Discussion**

The 2016 Comprehensive Plan amendments include one citizen-requested amendment and three city-initiated amendments. The proposed amendments are summarized below and discussed in more detail in the Staff Report provided as Attachment 2:

- 2016-1 Preferred Land Use Map Amendment #1** – Change the preferred land use designation for the Blueberry Lane PUD (excluding stormwater Tracts C and J) along with six adjacent properties (tax parcels 0522049006, 0522049026, 0246000115, 024000116, 0246000117, and 0246000126) from BP-Business Park to SF-Single Family. The amendment makes the preferred land use consistent with the underlying zoning that was enacted September 8, 2016 by Ordinance No. 1660.
- 2016-2 Preferred Land Use Map Amendment #2** – Change the preferred land use designation for tax parcels 086965TR-C and 086965TR-J from BP-Business Park to PF-Public Facility. This amendment reflects the transfer of two stormwater facilities (Tracts C and J) to the City by deed in conjunction with the Blueberry Lane PUD Subdivision. The amendment makes the preferred land use consistent with the use of the property for public facilities.
- 2016-3 Preferred Land Use Map Amendment #3** - Change the preferred land use for Dr. Shirley Gordon Park (tax parcel 4181200710) from T-Townhome to PARK - Park. This amendment reflects the transfer of Shirley Gordon Park to the City by deed in conjunction with the

Landmarque Modified Subdivision. The amendment makes the preferred land use consistent with the use of the property as a park.

- 2016-4 Chapter 6: Parks, Recreation and Open Space Element** – Replace the Chapter with the updated element containing background information, goals, policies and implementation strategies from Chapter 6 of the Parks, Recreation and Senior Services Master Plan that were adopted on 12/10/15.

Initially, staff had anticipated changes to Chapter 3: Transportation Element to reflect updates to the Comprehensive Transportation Plan; however, no changes were necessary. In addition, potential amendments associated with the Low Impact Development Integration into City Codes and Design Guidelines are being deferred to the 2017 comprehensive plan amendments, as additional discussion on the policy implications is necessary.

Notice of the public hearing was provided pursuant to DMMC 18.30.100(3). On September 8, 2016, the City Council set the public hearing date for Draft Ordinance 16-123 by adopting Resolution 1342.

On September 28, 2016, request for expedited review was sent to the Washington State Department of Commerce pursuant to RCW 36.70A.106(3)(b). Expedited review was granted on October 13, 2016.

The 2016 comprehensive plan amendments are considered non-project actions. The SEPA Official concluded that the proposed amendments will not cause significant adverse environmental impacts and subsequently issued a threshold determination of a “Determination of Nonsignificance” on September 29, 2016. This decision was made after review of a completed SEPA Checklist related to the proposed amendments. The comment period concluded on October 13, 2016 and no comments were received. The appeal period ends on October 24, 2016.

#### **Alternatives**

The City Council may:

1. Enact the proposed Draft Ordinance.
2. Enact the proposed Draft Ordinance with modifications.
3. Decline to enact the proposed Draft Ordinance.

#### **Financial Impact**

N/A

#### **Recommendation or Conclusion**

Staff recommends that the City Council enact Draft Ordinance No. 16-123.

THIS PAGE LEFT INTENTIONALLY BLANK

## CITY ATTORNEY'S FIRST DRAFT 09/28/2016

## DRAFT ORDINANCE NO. 16-123

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, adopting the 2016 amendments to the *Des Moines 2035: Charting Our Course for a Sustainable Future* (the comprehensive plan) and amending chapters 18.05 and 18.25 DMMC.

**WHEREAS**, the Growth Management Act requires, among other things, that "cities ... take action to review and, if needed, revise their **comprehensive plans** and development regulations (*emphasis added*) to ensure the plan and regulations comply with the requirements of this chapter . . . Any amendment of or revision to development regulations shall be consistent with and implement the comprehensive plan," and

**WHEREAS**, the goals and policies for growth and the provision of services are guided by GMA requirements and are based in part upon state and regional goals, and reflect the vision and goals of elected officials, community advisory groups and citizens, and

**WHEREAS**, each amendment of the Comprehensive Plan was processed in accordance with the requirements of the State Environmental Policy Act and public hearings were conducted in accordance with law, and

**WHEREAS**, the Des Moines Planning, Building and Public Works Director acting as the SEPA responsible official issued a determination of nonsignificance (DNS) on the 29th day of September 2016 and the accompanying comment and appeal periods have lapsed, and

**WHEREAS**, proper and timely notice was given to the Washington State Department of Commerce of these amendments as required by chapter 36.70A RCW, and

**WHEREAS**, a public hearing is necessary to receive public comment regarding amendments to Title 18 DMMC, and

**WHEREAS**, notice of the public hearing before the City Council was provided to the public in accordance with law and a public hearing was held on the 27th day of October, 2016 and all persons wishing to be heard were heard, and

Draft Ordinance No. 16-123  
Page 2 of 4

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

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

**Sec. 1.** DMMC 18.05.050 and section 3 of Ordinance No. 1469 as amended by section 2 of Ordinance No. 1528 as amended by section 19 of Ordinance No. 1551 as amended by section 1 of Ordinance No. 1623 are amended to read as follows:

**Preferred land use map designation.**

The map filed in the City Clerk's office and marked Exhibit "B" to Ordinance No. 1469 and adopted November 12, 2009, as amended by Exhibit "B" to Ordinance No. 1528, as amended by Exhibit "B" to Ordinance No. 1551, as amended by Exhibit "B" to Ordinance No. 1623, is amended as described in Exhibit "B" to Draft Ordinance No. 16-123 and constitutes the comprehensive land use map, also referred to as the preferred land use map, for the City. The map referenced herein supersedes all previously adopted preferred land use maps.

**Sec. 2.** DMMC 18.25.120 and section 3 of Ordinance No. 1623 are amended to read as follows:

**18.25.120 Comprehensive Plan amendments.** There is adopted by reference a Comprehensive Plan, on file with the City Clerk, as subsequently amplified, augmented and amended pursuant to the provisions in this Title, as identified below.

- (1) Chapter 1: Introduction;
- (2) Chapter 2: Land Use Element;
- (3) Chapter 3: Transportation Element;

Draft Ordinance No. 16-123

Page 3 of 4

(4) Chapter 4: Conservation and Environment Element;

(5) Chapter 5: Capital Facilities, Utilities, and Public Services Element;

(6) Chapter 6: Parks, Recreation, and Open Space Element;

(a) 2016 Amendment: This element of the Comprehensive Plan is amended as described in Exhibit "A" to Draft Ordinance No. 16-123.

(7) Chapter 7: Housing Element;

(8) Chapter 8: Economic Development Element;

(9) Chapter 9: North Central Neighborhood Element;

(10) Chapter 10: Marina District Element;

(11) Chapter 11: Pacific Ridge Element;

(12) Chapter 12: Healthy Des Moines Element;

(13) Appendix A: City of Des Moines Buildable Lands Report;

(14) Appendix B: Transportation Technical Memorandum;

(15) Appendix C: City of Des Moines Housing Inventory and Needs Assessment.

**NEW SECTION.      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.

Draft Ordinance No. 16-123  
Page 4 of 4

(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. 4. 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.

**PASSED BY** the City Council of the City of Des Moines this \_\_\_th day of October, 2016 and signed in authentication thereof this \_\_\_th day of October, 2016.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
Interim City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Published: \_\_\_\_\_, 2016

## Chapter 6: Parks, Recreation and Open Space Element

### BACKGROUND AND CONTEXT

The Parks, Recreation, and Open Space Element contains goals and policies regarding how Des Moines parks, recreational facilities and open space will be acquired, designed, managed, and programmed. The City parks system contains 26 parks totaling 194.1 acres of park land and 3.85 miles of trails (2015). These are made up of conservancy and open space, mini-parks, neighborhood parks, community parks, special/waterfront parks, trails, pathways, streetscapes and ROWs, and Interlocal City/School District facilities.

The goals and policies in this element are taken from, and must be consistent with, the City's Parks, Recreation, and Senior Services Master Plan also known as the PRO Plan, which is required by the Washington State Recreation and Conservation Office (RCO) to remain eligible for grant funding. This element also connects and supports other comprehensive plan elements, such as the Land Use Element (through discussion of quality of life and public health), Transportation Element (through the discussion of trails, bikeways, and paths), the Environment & Conservation Element (through the objectives on water conservation and recycling), and the Healthy Des Moines Element (through the discussion of healthy eating and active living).



Consistent with the Comprehensive Plan's framework for sustainability and healthy communities, this element plays an important role in promoting good public health. Park, waterfront, and recreation facilities provide opportunities for physical activity through the use of park, waterfront, trails and athletic fields and participation in a broad array recreation activities, programs and services, countering national trends toward physical inactivity and obesity. Studies have also shown that parks and recreation can provide mental health benefits, including reduction of depression and anxiety.

Background information for this element is found in the Parks, Recreation and Senior Services Master Plan (2016) which includes estimates of demand for parks, a needs assessment, as well as a discussion about opportunities to coordinate with other jurisdictions to provide parks, recreation, senior services, human services, health and wellness, cultural arts, historic preservation, tourism and aquatics. Refer to Sections 1 through 3 of the Master Plan for this information.

### Goals

To ensure the Parks, Recreation and Senior Services Vision is achieved, the City has the following goals:

**Goal PR 1** *Provide adequate and accessible park, waterfront and recreation facilities that are responsive and inclusive to the diverse interests and needs of people of all ages, income levels, cultural or educational backgrounds, or physical abilities. Such recreational facilities should satisfy outdoor*

*and indoor, active and passive recreational needs and be appropriately distributed throughout the community.*

- Goal PR 2** *Provide for the orderly and comprehensive planning of park lands, recreation and cultural resources through design standards, specific site planning and Master Plan procedures. Such procedures should respond to public need and service area requirements for park and recreation services.*
- Goal PR 3** *Identify and protect open space, park, waterfront and recreation areas and structures of local significance (cultural, historical, environmental, natural, wildlife, waterfront, tidal, special use or other).*
- Goal PR 4** *Provide as required by State law, improvements for pedestrian and bicycle facilities and corridors that address and encourage enhanced community access and promote healthy lifestyles. Pedestrian and Bicycle facilities will be in concurrence with CTP TR 5. Design elements should consider public art and/or historical references.*
- Goal PR 5** *Combine new park facilities with adjacent waterfront, recreational, open space, public art and historically significant locations, municipal facilities, pedestrian/bicycle transportation systems, school and humans services and other appropriate areas or construction projects as feasible. Joint use of such recreation areas should be encouraged. Design and development of such projects should be coordinated with the Parks, Recreation and Senior Services Department as part of the building permit process.*
- Goal PR 6** *Maintain existing park, waterfront and recreation facilities in a sustainable, safe and accessible manner in perpetuity. Encourage the State of Washington to maintain and preserve in a sustainable manner its park land located within Des Moines in perpetuity.*
- Goal PR 7** *Develop and maintain a broad range of sustainable community-wide recreation, senior, inclusive, wellness and cultural programs, events and services. Actively working to provide adequate recreation programs and services for underserved populations.*
- Goal PR 8** *Support economic development through an aesthetically pleasing environment and sense of place by providing: city gateways, wayfinding, public art and signage to include directional road signs to recreational, historical and waterfront facilities; well-maintained streetscapes; adequate parking at recreational facilities; and improving and maintaining recreational, historical and waterfront facilities.*
- Goal PR 9** *Establish human services policies which make it possible for residents to live with dignity and purpose and prevent homelessness.*
- Goal PR 10** *Establish arts and culture policies which celebrate cultural enrichment, diversity, and accessibility and the visibility of the arts.*
- Goal PR 11** *Promote and enhance Citywide standards for healthy eating and active living.*

**Goal PR 12** *Pursue funding for Parks and Facilities improvements from all potential sources.*

**Goal PR 13** *Utilize a ratio of 6.5 acres per 1,000 population and specific standards for the development of mini, neighborhood, community, waterfront, sports fields/complexes, trails and pathways, conservancy and open space areas as a general guide in the acquisition and development of park and facility resources.*

## **POLICIES AND IMPLEMENTATION STRATEGIES**

### **Parks and Land Use**

**PR 1.1** Develop and maintain procedures and priorities for the selection, classification and acquisition of park lands and the use of such lands for recreation purposes. All lands designated for recreation purposes shall be suitable for the intended recreation activity.

**PR 1.1.1** Work with other entities and public agencies (Highline and Federal Way School Districts, Highline College, State Parks and Utility and Jr. Taxing Districts) to maximize opportunities for acquisition of land that qualifies for the City's park system through Interlocal agreements for "right-of-use" and/or joint development agreements, land transfers, lease, property exchange, dedication and surplus or easement land acquisition procedures.

**PR 1.1.2** Utilize the resources of national, regional and local conservation organizations corporations, non-profit associations and benevolent entities to identify and acquire environmentally sensitive land, urban wildlife habitat or preservation areas.

**PR 1.1.3** Identify lands that enhance the appearance and character of the City. Such lands may serve as community or neighborhood connectors, create gateway features into Des Moines, enhance the park system, preserve local history or link existing natural or built amenities.

**PR1.1.4** Preserve significant critical areas as passive open space. The City may construct improvements that enhance the public's awareness of, and appreciation for, natural areas.

**PR 1.1.5** Ensure that the quantity and quality of park land increases and is located proportionately with population growth, and that new acquisition reflects the community's recreational, health and cultural needs. Des Moines should use a variety of means to provide recreational opportunities.

**PR 1.1.7** Coordinate and maintain procedures for conservation of open space through mechanisms such as zoning, land donation, purchase of easements, conservation easements with coordinated planning, taxing and management actions.

**PR 1.1.8** Ensure that proposed land-use and transportation facilities that would subject locally significant parks, trails and conservation resources, historic buildings or districts, recreation and sports facilities to exterior noise exposure levels which exceed limits identified in the DMMC are opposed or include mitigation measures commensurate with the magnitude of adverse impact anticipated.

- PR 1.1.9 Where appropriate for recreation or open-space purposes, transfer derelict land, easements, tax delinquent land, surplus roadway/highway rights-of-way, and other land not presently in productive use where such land can be used for land exchange, purchase or long-term leases to increase City park land.
- PR 1.1.10 Make maximum use of lands associated with surface water management and other public utilities to meet recreation and conservation needs.
- PR 1.1.11 Work with conservation groups and the private sector to encourage donations, bargain sales of land or recreation or conservation easements through equitable incentives and to identify, acquire and conserve or manage natural open space areas and other recreational land.

### **Park and Facility Improvement**

- PR 2.1 Develop and maintain procedures and priorities for the selection, classification and acquisition of park lands and the use of such lands for recreation purposes. All lands designated for recreation purposes shall be suitable for the intended recreation activity.
  - PR 2.1.1 Enforce regulations for new residential, business, commercial or industrial development and redevelopment which require either the dedication of park lands, provision of recreation facilities and/or payment of impact fees or fees in-lieu of land to a park and recreation trust fund.
  - PR 2.1.2 Park and facility design shall conform to local ordinance or recognized standards for access, safety, environmental sustainability, health and protection of humans, domestic animals, wildlife and tidal life. Park development shall be of high quality and aesthetically pleasing, sensitive to the opportunities or constraints of the natural, physical or architectural environment.
  - PR 2.1.3 Consider community recreational needs during planning stages of all single family, multi-family, subdivisions and planned unit residential developments; retail, commercial and business park development; educational institutions, utilities and other governmental facilities development.
  - PR 2.1.4 Provide barrier-free access by modifying existing facilities when designing and/or constructing.
  - PR 2.1.5 Whenever possible and appropriate provide basic amenities at recreation and open space facilities including restrooms, lighting, seating, public art, drinking fountains, trash and recycling receptacles, bicycle racks, shelters, signage and parking.
  - PR 2.1.6 Recreational facilities should be connected by linear open spaces, pedestrian paths, or bicycle routes. Linkages between Des Moines' waterfront facilities along Puget Sound connecting from Des Moines Creek Trail to Redondo Beach are a priority for the park system.



- PR 2.1.7 Actively seek joint- development and programming opportunities with intergovernmental and private partners and the application of reasonable standards and conditions for such use.
- PR 2.1.8 Encourage and support development of local neighborhood and community-based programs for park improvements, including participation of civic clubs, non-profit organizations, neighborhoods, schools, churches, businesses, and other organized volunteer groups.
- PR 2.1.9 Establish sustainable park and facility design and construction and historic preservation practices that result in facilities that are high-performing, good for the environment, healthy, and culturally enriching for our park visitors and building occupants.
- PR 2.1.9 Protect existing and planned park, waterfront and recreation resources from adverse impacts associated with incompatible land uses and/or transportation activities. Adverse impacts may include traffic congestion, inadequate parking, surface water runoff, vibration, air, water and noise pollution.



### **Open Space, Cultural and Locally Significant and Historic Resources**

- PR 3.1 Conserve open space, natural and cultural resources.
  - PR 3.1.1 Coordinate and maintain procedures for conservation of open space through mechanisms such as zoning, land donation, purchase of easements, conservation easements with coordinated planning, taxing and management actions.
  - PR 3.1.2 Ensure that proposed land-use and transportation facilities that would subject locally significant parks, trails and conservation resources, historic buildings or districts, recreation and sports facilities to exterior noise exposure levels which exceed limits identified in the DMMC are opposed or include mitigation measures commensurate with the magnitude of adverse impact anticipated.
  - PR 3.1.3 Where appropriate for recreation or open-space purposes, transfer derelict land, easements, tax delinquent land, surplus roadway/highway rights-of-way, and other land not presently in

productive use where such land can be used for land exchange, purchase or long-term leases to increase City park land.

PR 3.1.4 Make maximum use of lands associated with surface water management and other public utilities to meet recreation and conservation needs.

PR 3.1.5 Work with conservation groups and the private sector to encourage donations, bargain sales of land or recreation or conservation easements through equitable incentives and to identify, acquire and conserve or manage natural open space areas and other recreational land.

PR 3.2 Designate park and recreation areas that exhibit one or more of the following characteristics to be of local significance:

PR 3.2.1 The park or recreation area contains significant recreation or cultural opportunities or facilities, such as waterfront access, view corridors, historic district, amphitheaters, museums, public art, community centers, sports complexes, regional trails, marinas, etc.

PR 3.2.2 The location, geography, configuration or facilities of the park or recreation area is/are especially appropriate for use by particular population groups (e.g., the elderly, pre-school children, the disabled).

PR 3.2.3 Because of its location, age, or scale, it is an easily identifiable visual feature and contributes to the distinctive quality or identity of the City.

PR 3.2.4 The park or recreation area contains unusual or special botanical or wildlife resources.

PR 3.2.5 The park or recreation area contains critical areas as defined in the Zoning Code that serves a significant role or provides a significant function in the natural systems within the City.

PR 3.2.6 It is associated with a historic event or structure, significant aspect of cultural heritage of the community, or person with a significant effect upon the community, city, state, or nation.

PR 3.3 Provide appropriate and responsive Historic Preservation of City owned historic or archeological property through specific planning:

PR 3.3.1 The Historic Preservation Commission will represent the interest of the City in matters of historic and archeological preservation and keep the City Council informed on all such related matters.

PR 3.3.2 A building, site, zone, structure, or object may be designated a City historic or archeological property of local significance if:

1. It is listed or eligible for listing in the King County, State or National Register of Historic Places, or is designated or eligible for designation as a Des Moines ; or
2. It meets any of the following criteria established by City Code:
  - (a) It is associated with events that have made a significant contribution to the broad patterns of national, state, or local history;

- (b) It is associated with the life of a person that is important in the history of the community, City, state, or nation or who is recognized by local citizens for substantial contribution to the neighborhood or community;
- (c) It embodies the distinctive characteristics of a type, period, style, or method of construction;
- (d) It is an outstanding or significant work of an architect, builder, designer, or developer who has made a substantial contribution to the art; and
- (e) It has yielded, or may be likely to yield, information important in prehistory or history.

PR 13.3.3 Because of its location, age or scale, it is an easily identifiable visual feature of a neighborhood, community, or the City and contributes to the distinctive quality or identity of such neighborhood, community or the City, or because of its association with significant historical events or historic themes, association with important or prominent persons in the community or the City, or recognition by local citizens for substantial contribution to the neighborhood or the City.

### **Pedestrian and Bicycle Trails**

PR 4.1 Encourage the planning, development and full utilization of trails as recreation facilities.



PR 4.1.1 Plan urban trail systems for maximum pedestrian and bicycle access to parks, schools, transit centers, business districts and employment areas as an alternative to automobile access. Also, plan trail systems that link to adjoining communities and urban areas leading to rural or natural areas.

PR 4.1.2 Develop specific plans for trails to be used as guides in creating coordinated recreation and transportation systems for pedestrian and all non-motorized vehicles or forms of transportation.

PR 4.1.3 Key pedestrian and bicycle routes should be those identified by the Des Moines Comprehensive Transportation Plan- Chapter 5 Pedestrians and Bicyclists (2009).

### **Joint Use of Facilities**

PR 5.1 Encourage joint use for recreation wherever lands and facilities are suitable and committed to other private and public purposes, including City, county/state properties, utilities rights-of-way, and the property of institutions and private corporations.

PR 5.1.1 Where appropriate, establish joint-use recreational facilities while ensuring recreation services to the entire community. Utilize school sites and public buildings for recreation, cultural and service programs through establishing joint purchase and/or use agreements.

PR 5.1.2 Develop specific agreements and reciprocal no-fee policies which encourage park use by school groups and school use by recreation user-groups of all ages.

- PR 5.1.3 Encourage use of local park and recreation facilities for a wider range of community services delivery (i.e., health information, consumer protection, nutrition, art and cultural activities, seniors, child care, bookmobiles, playmobiles, etc.).

#### **Park Operations and Maintenance**

- PR 6.1 Develop and maintain a maintenance management program using best management practices that identify preventative maintenance, remedial maintenance and deferred maintenance programs for park land and facilities.
- PR 6.1.1 Establish maintenance service programs that protect public property; preserve its value; ensure its intended use, life expectancy, safety, cleanliness, security and appearance; and promote community pride.
- PR 6.1.2 Establish maintenance service programs that encourage sustainability to: protect natural resources, reduce waste and maximize recycle resources, minimize dependence on water and fertilizers, and include integrated pest management.
- PR 6.1.3 Develop and maintain the appropriate park rules and regulations that serve the continuing need to ensure access, safety, law enforcement, environmental protection and protection of park, open space, historic districts, public art and recreational resources as public assets.

#### **Recreation, Senior, Inclusive, Wellness and Cultural Programs and Services**

- PR 7.1 Provide cultural and recreation programs, wellness and social services that are responsive, inclusive and aligned to community demographics. Provide programs and services which are both non-fee and user-fee based as appropriate to achieve a balance within a variety of recreational programs and services offered throughout the community.



- PR 7.1.1 Promote or sponsor inclusive community events, family programs and other social activities that serve special populations of the community.

PR 7.1.2 Develop and participate in joint cultural, recreation and wellness programs and social services interdepartmentally and inter jurisdictionally with school districts, pool Metropolitan Park District, law enforcement, arts and heritage agencies, human services agencies, tourism agencies, and other community groups and associations, as well as surrounding communities or neighborhoods within the local or sub-regional area.

PR 7.1.3 Pursue joint-use and shared-cost opportunities such as: Interlocal agreements with other governmental agencies, collaborative opportunities with interdepartmental projects, public/private partnerships and volunteerism to support, develop, and maintain new and existing community programs and services.

**PR 7.2 Provide appropriate and responsive recreation services through specific planning:**

- PR 7.2.1 Coordinate Parks, Recreation and Senior Service department planning with other service providers including human services, health and wellness, cultural, arts and heritage organizations schools, and law enforcement; coordinate park and facility planning with land-use planning in the City and surrounding communities or neighborhoods.
- PR 7.2.2 Provide for inclusive recreation opportunities to meet the needs of special populations including those who are economically disadvantaged, physically challenged and developmentally disabled in park facility planning, design and program services.
- PR 7.2.3 Participate in federal, state, and county grants programs to ensure that the City is taking full advantage of all appropriate local and non-local sources of financial assistance.
- PR 7.2.4 Conduct a demographics analysis and citizen participation and recreation preference surveys every 3 - 6 years to determine and/or adjust recreation needs data.
- PR 7.2.5 Encourage ongoing community input into the development and management of park facilities, programs and services through citizens committees working alongside the Parks, Recreation & Senior Services Department.
- PR 7.2.6 Promote environmental education through interpretive signage, beach and critical area naturalist programs and environmental improvement volunteerism programs sponsored by the City and other educational institutions and non-profit organizations.
- PR 7.2.7 Promote historical and cultural education through the preservation of historical sites and promotion of performing, literary and visual arts, community festivals and special events that extol and promote the cultural and historical heritage of the City.

**Economic Development and Tourism**

**PR 8.1 Enhance the economic health of Des Moines neighborhoods through parks, recreation and senior services facilities, and program planning and implementation:**



PR 8.1.1 Identify 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.

PR 8.1.2 Identify and utilize growth management related public

services fees, Lodging Tax and tourist related revenues and/or voted levy assessments in order to fund projects that are identified by the public as needed. Both public and private revenue sources will be employed to achieve a balance of equity and cost to the taxpayer through increased private and non-profit participation in recreation service activity.

- PR 8.1.3 Identify and utilize alternative funding programs administered by Tourism Program Areas, local, state and federal agencies or other public or private sources which are in the form of grants, loans or other funding mechanism.
- PR 8.1.4 Make pedestrian-friendly improvements to rights-of-way with enhanced public spaces, landscaping, way finding directional and historical signs, public art and pedestrian and bicycle pathways in a manner that encourages pedestrian interaction between neighborhoods, recreation facilities, schools, business areas, waterfront parks, Marina and transportation links.
- PR 8.2 Identify appropriate and responsive use of city lodging tax for tourism purposes through specific planning:
  - PR 8.2.1 The Lodging Tax Advisory Committee will review and comment to City Council on any proposal for the imposition by the City of a Lodging Tax or any proposal for the increase in the rate of, repeal of, an exemption from, or change in the use of revenue received from Lodging.
  - PR 8.2.2 The comments shall include an analysis of the extent to which the proposal will accommodate activities for tourists or increase tourism, and the extent to which the proposal will affect the long-term stability of the fund created under RCW 67.28.1815.
  - PR 8.2.3 Failure of the Advisory Committee to submit comments before final action on or passage of the proposal shall not prevent the city from acting on the proposal. The City is not required to submit an amended proposal to an advisory committee under this section. [Ord. 1319 § 3, 2003.]
  - PR 8.2.4 Identify and utilize alternative funding programs administered by Tourism Program Areas, local, state and federal agencies or other public or private sources which are in the form of grants, loans or other funding mechanism.

### **Human Services**

- PR 9.1 Provide appropriate and responsive Human Services through Specific Planning:
  - PR 9.1.1 Human Services Advisory Committee will represent the interest of the City in matters of Human Services and keep the City Council informed on all such related matters.
  - PR 9.1.2 Evaluate each human services grant application using a standard rating tool.
  - PR 9.1.3 Allocate Human Services grants funding based on established city priorities:
    1. Priority One: Those services which help meet basic and emergency needs (food, safety, shelter, medical, dental, mental health care, and clothing)
    2. Priority Two: Programs which are preventative in nature and promote healthy, violence free families and self-dependence.
    3. Priority Three: Programs which seek to maintain and enhance the quality of life in persons whose basic needs are already met.
  - PR 9.1.4 Recommend to the City Council a level of funding for each accepted grant application.

- PR 9.1.5 Ensure accountability of, funded agencies with established service goals, required quarterly reports and monitoring by the Committee.

### **Arts and Culture**

- PR 10.1 Provide appropriate and responsive cultural arts through specific planning:



PR 10.1.1 The Arts Commission will represent the interest of the City in matters of the arts as the spokes group for the arts in the City and keep the City Council informed on all such related matters.

PR 10.1.2 Valuate, prioritize, and make recommendations on funding for cultural arts needs within the City.

PR 10.1.3 Review and recommend works of art for the City. Local artists will be encouraged and given equal consideration for these projects.

- PR 10.1.4 Inform, assist, sponsor or coordinate with arts organizations, artists, or groups interested in cultural opportunities for our diverse community.
- PR 10.1.5 Encourage arts programs that celebrate cultural enrichment and the diversity of Des Moines.
- PR 10.1.6 Support accessibility and visibility of the arts.
- PR 10.1.7 Collaborate with schools, local, regional, state and national arts organizations.
- PR 10.1.8 Obtain private, local, regional, state or federal funds to sustain the arts within the Des Moines community.
- PR 10.1.9 Cultivate interested citizens passionate about the arts for Arts Commission leadership and volunteerism.

### **Healthy Community**

- PR 11.1 Champion the Healthy Des Moines Movement through policy, systems, and environmental changes that result in increased access to healthy foods and beverages and opportunities for physical activity, with an emphasis on school-age children:

- PR 11.1.1 Provide fresh food and unsweetened beverage options in City-sponsored meetings and promote healthy eating and nutritional education in City recreational programs to promote lifelong healthy eating habits.



PR 11.1.2 Provide K-fit and established active recreation standards and lifelong fitness education in City-sponsored youth recreational programs to promote active living habits.

PR 11.1.3 Identify City park lands as possible locations for community gardens, fruit and/or vegetable stands, farmers markets, and Community Supported Agricultural (CSA) distribution sites to improve access to fresh food.

Community gardens located in City park land should be considered a non-commercial land use and subject to park land use guidelines.

- PR 11.1.4 Support joint-use agreements for the use of publicly-owned property and joint- program agreements with public and private agencies to increase opportunities for lifelong active living and healthy eating programming and education.
- PR 11.1.5 Support funding of human services agencies which promote healthy communities including nutritional, mental, physical and social health services.
- PR 11.1.6 Provide volunteer opportunities that support building healthy communities.

### **Funding**

- PR 12.1 Establish Parks and Recreational Facilities Impact Fees for “park and facilities system improvements” necessary due to growth based on the development’s proportionate share of system improvements that are reasonably related to the new development. Public park, waterfront and recreational facility improvements located at the development site should be encouraged.

### **Park and Facility Standards**

- PR 13.1 Establish parks, recreation and senior services standards to identify facility requirements and characteristics that respond to the various recreational needs of the City of Des Moines.
  - PR 13.1.1 Several factors are considered in connection with the classification and planning decisions. These are:
    1. Determination of specific need in neighborhood or community setting.
    2. Relationship of need, design criteria, service capability and suitability of a specific site to support the defined recreation service need.
    3. The probability of school/park relations in terms of site development and facility use for public recreation purposes.
    4. The probability of creating public/private partnerships on special use parks or in combination with a traditional public park.
    5. Operational, maintenance and program service requirements for the population to be served by a particular park unit.
- PR 13.2 Classification of parks establishes several essential elements for park land requirements based on population ratios and the types of recreational uses and services to be provided. The physical improvements of a park should respond to the preferences or needs of the citizens of Des Moines:
  - PR 13.2.1 Mini-Park
    1. Use/Description: Serves a basic neighborhood and community need for children and families (play equipment, picnic area, sports courts and downtown plazas or City entrances). Mini-Park features such as play equipment are typically in neighborhood parks, community parks or in conjunction with joint school/park facilities.

2. Planning Area: Up to 1/4 mile radius.
3. Size: Approximately 1 acre.
4. Desirable Quantity: Need varies per 1,000 population and .25-mile radius dispersion.
5. Desirable Characteristics: The Park should be in close proximity to high-density residential areas and/or centers of employment. Mini-Parks should be designed for intensive use and should be easily accessible and visible from the surrounding area.
6. Examples: Big Catch Plaza, Cecil Powell Park, Overlook Park I and II, and Westwood Park.

#### PR 13.2.2 Neighborhood Park

1. Use/Description: Serves the immediately surrounding residential population or employment base. Neighborhood parks often include areas for active recreational activities, such as ballfields and sports courts, as well as passive recreation areas such as picnic areas. This type of recreational resource is the most important and traditional role of the Department in its development of the park system.
2. Neighborhood parks include adequate on-site parking to serve park uses.
3. Planning Area: Up to 1/2 mile drive or walk zone of established housing.
4. Size: Up to 10 acres.
5. Desirable Quantity: Approximately 2.5 acres per 1,000 population and .5 mile radius dispersion throughout Planning Area.
6. Desirable Characteristics: The Park should be in close proximity to dwellings and/or centers of employment. Neighborhood parks should be designed for intensive use and should be easily accessible and visible from the surrounding area. May be developed as a school-park facility.
7. Examples: Dr. Shirley Gordon Park, Midway Park and Wooton Park.

#### PR 13.2.3 Community Park/ Sports Complex

1. Use/Description: All uses and facilities are designed to serve the surrounding community. Parks provide for organized or league sports complexes, individual sports, community centers, pools, cultural amphitheaters and large passive areas and are an important recreation resource for urban communities. Parks are generally 15 or more acres in size and accessible to larger community populations and contain special amenities that may attract visitors from throughout the Planning Area. Community parks include on-site parking since visitors may travel by automobile to utilize the park's facilities.
2. Planning Area: 3-5 mile radius.
3. Size: 15 or more acres.
4. Desirable Quantity: Approximately 3.5 acres per 1,000 population and Sports Complex 4-6 acres per 1,000 population.

5. Desirable Characteristics: The Park should be easily accessible from the surrounding neighborhoods while also minimizing automobile traffic volumes on nearby residential streets.
6. Example: Des Moines Field House Park and Steven J. Underwood Memorial Park.

#### PR 13.2.4 Regional Park

1. Use/Description: Areas of natural or ornamental quality used for outdoor recreation, such as picnicking, boating, swimming, camping, and trails. Large portions of regional parks may be reserved for conservation and natural resource management.
2. Planning Area: Up to 1 hour driving time.
3. Size: Approximately 90 acres.
4. Desirable Quantity: 1 or more regional parks within the Planning Area.
5. Desirable Characteristics: Contiguous to or encompassing natural resources.
6. Example: Saltwater State Park.

#### PR 13.2.5 Special-Use Park/ Waterfront Centers

1. Use/Description: The Special-Use Park provides revenue generation to support recreational activities while providing recreation opportunities to local and area populations. The City's role in special-use parks could be as the "landlord" or as the "partner" or a combination of both. It may provide opportunities for extended recreation activities such as marinas, waterfront or marine centers, event or entertainment centers, water parks or aquatics centers, fitness centers, sports stadiums, golf courses, or other specialized revenue producing commercial recreation activities.
2. Planning Area: No applicable standard.
3. Size: The size and character of special-use parks is a function of market and business development, or economic development principles and is used to establish public/private partnerships and/or privatization of public resources.
4. Desirable Quantity: No applicable standard.
5. Desirable Characteristics: The Park should be compatible with surrounding land uses. Linear parks should connect other features in the recreation system.
6. Example: Des Moines Beach Park, Des Moines Marina and Redondo Park.

#### PR 13.2.6 Conservancy Park

1. Use/Description: Natural and undeveloped lands along creeks, steep slopes and ravines, and ROWs and easements provide open space, greenways, buffers, wetlands and viewpoints within the City jurisdiction. Protection and management of the natural/cultural environment and interpretive education with recreation use as a secondary objective.
2. Planning Area: No applicable standard.

3. Size: Sufficient to protect natural resource.
4. Desirable Quantity: Sufficient to protect natural resources.
5. Desirable Characteristics: Variable, depending on the resource being protected.
6. Example: Parkside Wetlands, Woodmont Park, Sonju Park and Des Moines Creek Park.

PR 13.2.7 Trails and Pathways, Streetscapes, Entryways and ROWs

1. Use/Description: Trail uses include bicycling, walking, hiking, jogging, roller skating and blading, and skateboarding for personal health and nature appreciation. Trails provide commuter linkages that join neighborhoods and cities, local and regional parks, open space areas and civic and business centers into a cohesive recreational and transportation system.
2. Planning Area: local and regional.
3. Size: 4ft. - 12 ft. width sufficient to provide safe conditions for user applications (on road, off-road, bike lane, sidewalk, asphalt, gravel or natural pathway).
4. Desirable Quantity: .5 Mi. per 1,000 population.
5. Desirable Characteristics: Variable, bicycle trails have a set of classifications (Class I, II, III and IV) which determine use and design considerations such as hard surfaces, widths, signage and lane configuration. Meets ADA standards – no more than 5% grade where possible.
6. Example: Des Moines Creek Trail, Barnes Creek Trail and Redondo Boardwalk.

PR 13.3 Des Moines parks are classified as specified in the Parks, Recreation and Senior Services Master Plan (Section 1, Table 1-1 Existing City owned Parks and Trails Facilities).

PR 13.3.1 Existing Mini-Parks

Mini-parks within Des Moines	Size (acres)
Big Catch Plaza	0.38
Cecil Powell Park	0.17
Kiddy Park	0.55
Overlook II	0.47
South Marina Park (included with Des Moines Marina acres)	0
South 239th Street Beach Access	0.08
Westwood Park	0.4
<b>Total Mini-Parks</b>	<b>2.05</b>

## PR 13.3.2 Existing Neighborhood Parks

<b>Neighborhood Parks within Des Moines</b>	<b>Size (acres)</b>
Dr. Shirley Gordon Park	0.88
Midway Park	1.58
Parkside Park	4.04
Water Tower Park*	1.0
Wooton Park	2.24
<b>Total Neighborhood Parks</b>	<b>9.74</b>

\* Water Tower Park is leased from Highline Water District

## PR 13.3.3 Existing Community Parks

<b>Community Parks/Sports Complexes within Des Moines</b>	<b>Size (acres)</b>
Des Moines Field House Park	5.2
Steven J. Underwood Memorial Park and Activity Center	21.6
Zenith Park*	5.5
<b>Total Community Parks</b>	<b>29.6</b>

\*Zenith Park is leased from Highline School District

## PR 13.3.4 Existing Regional Parks

<b>Regional Parks within Des Moines</b>	<b>Size (acres)</b>
Saltwater State Park*	88.0
<b>Total Regional Parks</b>	<b>88.0</b>

\*Saltwater State Park is of waterfront resource of particular local significance to the residents of Des Moines and should be protected and preserved.

## PR 13.3.5 Existing Special Parks

<b>Special Parks within Des Moines</b>	<b>Size (acres)</b>
Des Moines Beach Park and Tidelands	22.3
Marina, Fishing Pier and Tidelands	15.9
Redondo Park, Beach and Tidelands	3.94
<b>Total Special Parks</b>	<b>42.14</b>

## PR 13.3.6 Existing Conservancy Parks/Open Space

<b>Conservancy Parks within Des Moines</b>	<b>Size (acres)</b>
Barnes Creek Open Space and Trail	4.7
Bayview Wetlands	.74
Bluffs at Redondo	.27
Cameron's Crossing Open Space	7.35
Cedarbrook Wetlands	3.87
City Park	3.44
Des Moines Creek Park and Trail*	45.05
Des Moines Trace Open Space	.53
Graceview Wetlands/Open Space	4.24
Landmarque Open Space	1.12
Massey Creek Plaza	.81
Mediterranean Heights Open Space	.27
Parkdale Open Space	.4
Parkside Wetlands	10.94
Sola Wetlands	3.77
Sonju Park	9.54
Sunset Gardens Open Space	.17
Wetland Tract	.27
Woodmont Park	9.98
<i>Total Conservancy Parks</i>	<b>107.46</b>

\*Portions of Des Moines Creek Park & Trail north of South 208<sup>th</sup> Street are within the City of SeaTac.

## PR 13.3.7 Existing Trails, Pathways, Streetscapes and ROWs

<b>Trails, Pathways, Streetscapes and ROWs within Des Moines</b>	<b>Size (acres)</b>
Barnes Creek Trail	1.1 Mi.
Des Moines Creek Trail*	2.5 Mi.
Des Moines Memorial Park (ROW)	.14 Ac.
Overlook I (ROW)	.08 Ac.
Redondo Boardwalk	.5 Mi.
Redondo Hillclimb (ROW)	.07Ac.
Redondo Trail	.25 Mi.
South 251 <sup>st</sup> Entrance (ROW)	.07 Ac.
<i>Total Trails, Pathways, Streetscapes and ROWs</i>	<b>NA</b>

\*Portions of Des Moines Creek Trail north of South 208<sup>th</sup> Street are within the City of SeaTac.

**PR 13.3.8 Existing Interlocal City/School District Park Facilities**

<b>Interlocal School/Park Facilities within Des Moines</b>	<b>Size (acres)</b>
Mount Rainier High School Track	1 Ac.
Midway Elementary Ballfield	1.5 Ac.
Olympic School Ballfield, Soccer Field and Track	3 Ac.
Woodmont Elementary Soccer Field	1.5 Ac.
<b>Total Interlocal School/Park Facilities</b>	<b>7</b>

Interlocal City/School District Park Facilities have City, King County and/or State funding and agreements that specify required community use.



**City of Des Moines**  
Comprehensive Plan  
**Preferred Land Use**

- Designations**
- RESIDENTIAL
    - MF - Multifamily
    - PR-R - Pacific Ridge Residential
    - SF - Single Family
    - T - Townhome
    - TC-R - Transit Community Residential
    - TC-T - Transit Community Townhome
  - COMMERCIAL/NON RES
    - BP - Business Park
    - COM - Commercial
    - IC - Institutional Campus
    - PARK - Park
    - PF - Public Facility
    - PR-C - Pacific Ridge Commercial
    - PR-M - Pacific Ridge Mixed
    - TC-M - Transit Community Mixed
  - Des Moines City Limits
  - Streams
  - Neighborhood Planning Areas
  - PUD See Plan For Density

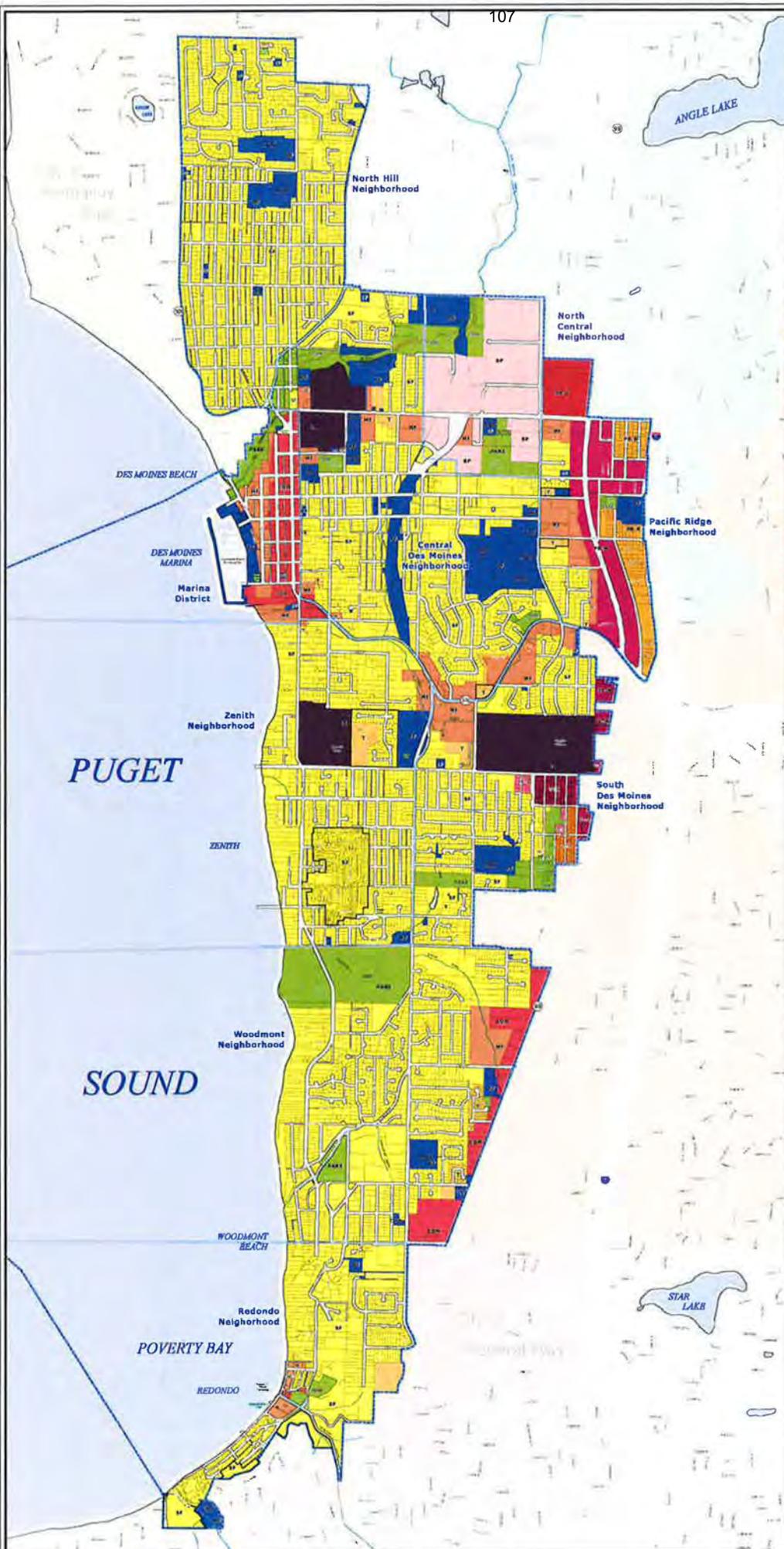
**CITY OF DES MOINES**  
**COMPREHENSIVE PLAN MAP SERIES**  
*This map series is intended for general planning purposes related to the City of Des Moines Comprehensive Plan.*

**Enacting Ordinances**

- ORDINANCE, YEAR**
- Ord. 1823, 2015
  - Ord. 1551, 2012
  - Ord. 1528, 2011
  - Ord. 1499, 2010
  - Ord. 1489, 2009
  - Ord. 1425, 2008
  - Ord. 1376, 2008
  - Ord. 1232, 2003
  - Ord. 1285, 2000
  - Ord. 1238, 1999
  - Ord. 1176, 1996
  - Ord. 1160, 1995



**Planning, Building & Public Works**  
21630 11th Ave S, Suite D  
Des Moines, WA 98198-6398  
PHONE: (206) 870-7576 \* FAX: (206) 870-6544  
WEB: <http://www.desmoineswa.gov>



THIS PAGE LEFT INTENTIONALLY BLANK

## **ATTACHMENT 2**

### **STAFF REPORT - DES MOINES 2011 COMPREHENSIVE PLAN AMENDMENTS**

#### **INTRODUCTION**

Des Moines adopted its comprehensive plan in 1995. The Comprehensive Plan was updated in March 2006 and subsequently amended in January 2008, November 2009, December 2010, December 2011, October 2012 with a major update adopted in June 2015. Pursuant to RCW 36.70A.130(2)(a), the Growth Management Act limits plan amendments to no more than once per year, except under the following circumstances:

1. The initial adoption of a subarea plan that does not modify the comprehensive plan policies and designations applicable to the subarea.
2. The adoption or amendment of a shoreline master program.
3. The amendment of the capital facilities element of a comprehensive plan that occurs concurrently with the adoption or amendment of a county or city budget.
4. The adoption of comprehensive plan amendments necessary to enact a planned action.

Except as otherwise provided above, all proposals are to be considered concurrently, so the cumulative effect of the various proposals can be ascertained. However, after appropriate public participation, a county or city may adopt amendments or revisions to its comprehensive plan whenever an emergency exists, or to resolve an appeal of a comprehensive plan filed with the Growth Management Hearings Board or with the court.

#### **2016 COMPREHENSIVE PLAN AMENDMENTS**

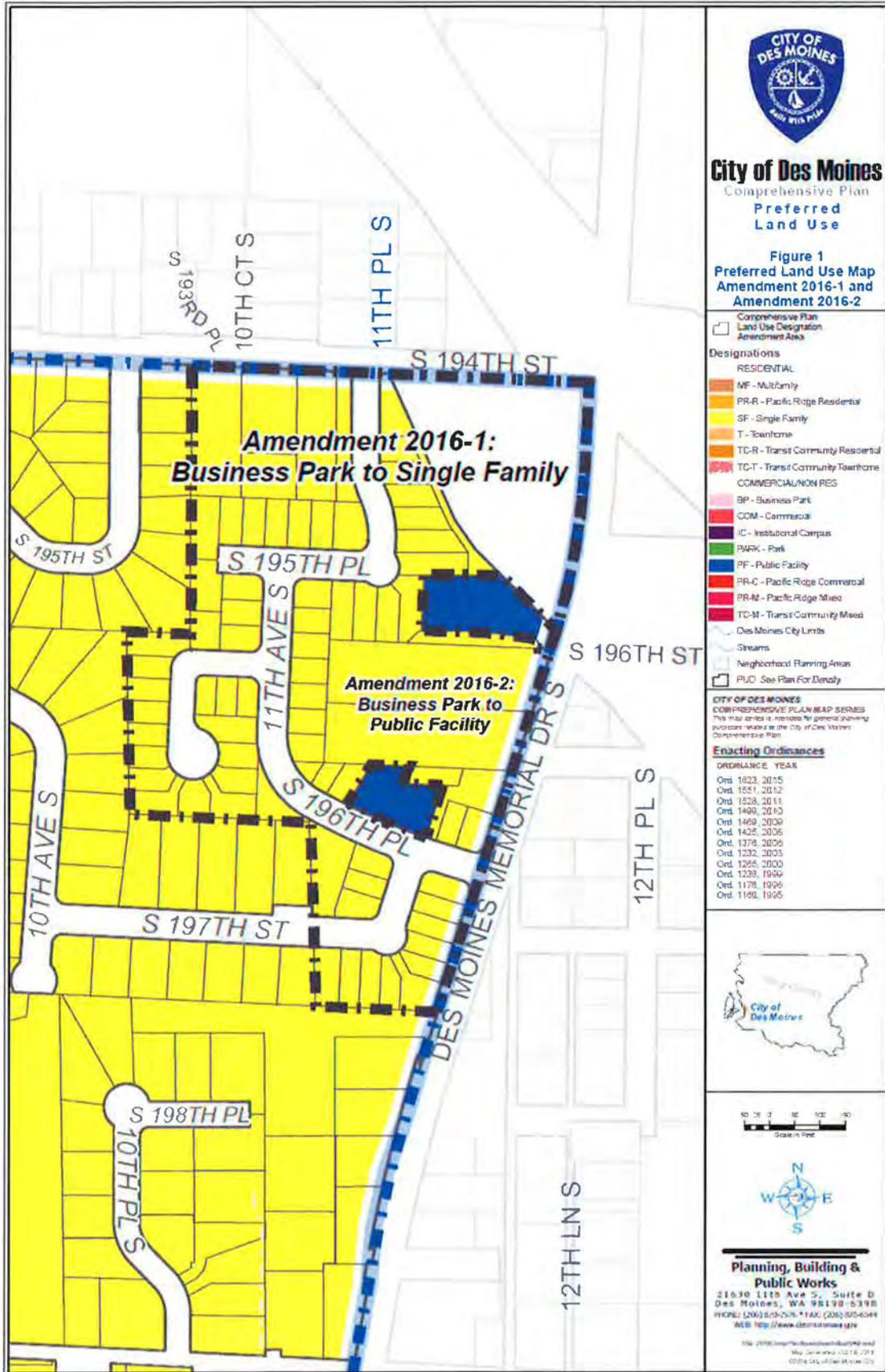
Chapter 18.25 DMMC Amendments to the Comprehensive Plan sets forth the process and standards of review that must be used by staff and the City Council in analyzing proposed amendments to the Comprehensive Plan and associated maps, including initiation of amendments, schedule for initiation and review of amendments, contents for application for amendment and decision criteria.

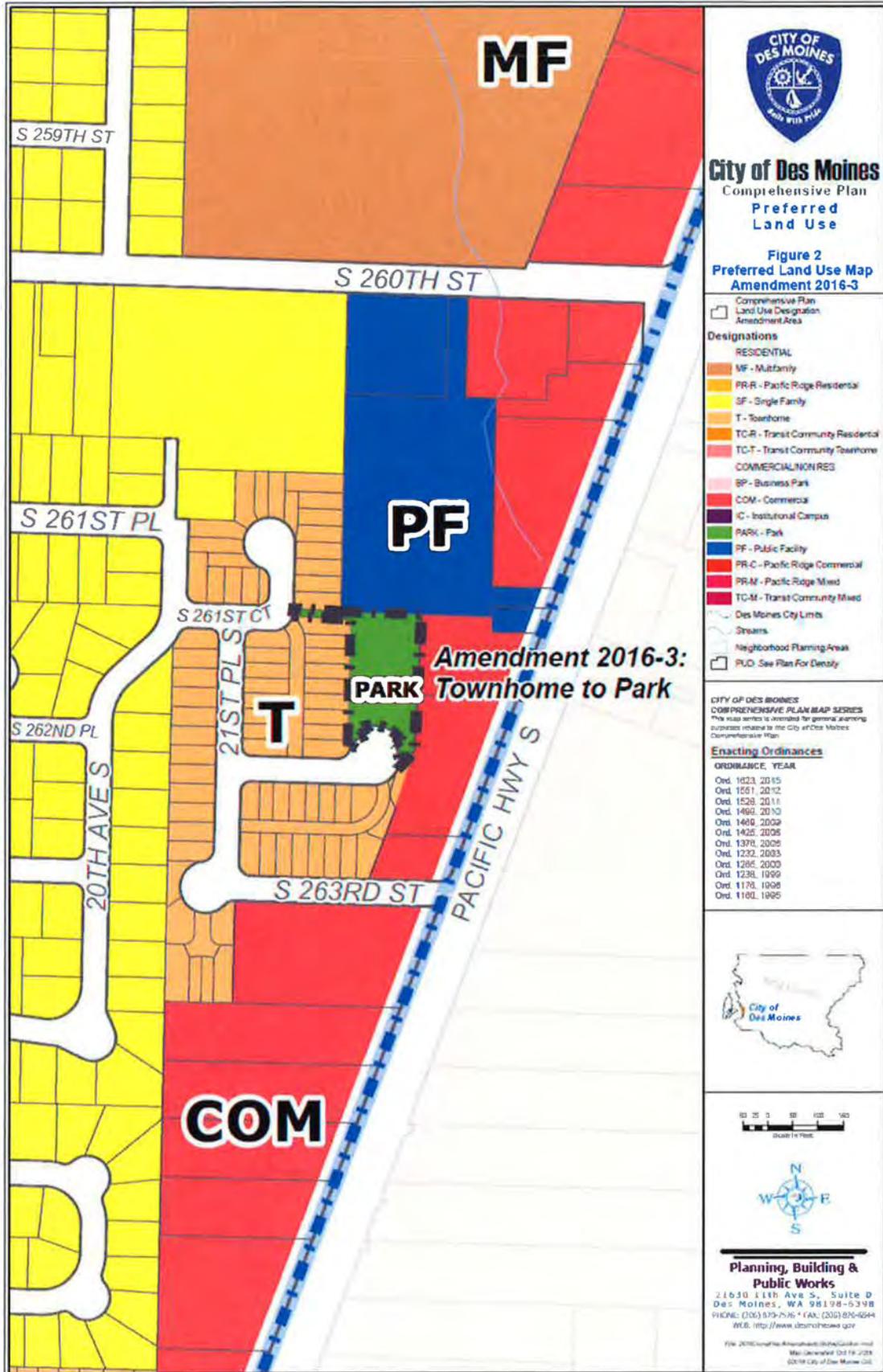
Applications for amendment of the DMCP may be submitted to the Planning, Building and Public Works Department between January 1st and June 30th of each calendar year (DMMC 18.25.080(1)). One public request to amend the Comprehensive Plan was received during this period in 2016.

The 2016 amendments to the Comprehensive Plan includes one (1) citizen requested amendment and three (3) City-initiated amendments. Proposed amendments relate to changes to the preferred land use map for the North Hill and Woodmont neighborhood planning areas and updates to the Parks, Recreation and Open Space Element as described below:

- 2016-1 Preferred Land Use Map Amendment #1** – Change the preferred land use designation for the Blueberry Lane PUD (excluding stormwater Tracts C and J) along with six adjacent properties (tax parcels 0522049006, 0522049026, 0246000115, 024000116, 0246000117, and 0246000126) from BP-Business Park to SF-Single Family (Figure 1). The amendment makes the preferred land use consistent with the underlying zoning that was enacted September 8, 2016 by Ordinance No. 1660. Attachment 2-A shows the Blueberry Lane PUD.
- 2016-2 Preferred Land Use Map Amendment #2** – Change the preferred land use designation for tax parcels 086965TR-C and 086965TR-J from BP-Business Park to PF-Public Facility. This amendment reflects the transfer of two stormwater facilities (Tracts C and J) to the City by deed in conjunction with the Blueberry Lane PUD Subdivision (Figure 1). The amendment makes the preferred land use consistent with the use of the property for public facilities.
- 2016-3 Preferred Land Use Map Amendment #3** - Change the preferred land use for Dr. Shirley Gordon Park (tax parcel 4181200710) from T-Townhome to PARK - Park. This amendment reflects the transfer of Shirley Gordon Park to the City by deed in conjunction with the Landmarque Modified Subdivision (Figure 2). The amendment makes the preferred land use consistent with the use of the property as a park.
- 2016-4 Chapter 6: Parks, Recreation and Open Space Element** – Replace the Chapter with the updated element containing background information, goals, policies and implementation strategies from Chapter 6 of the Parks, Recreation and Senior Services Master Plan that were adopted on 12/10/15. (Refer to Attachment 2-B).

This staff report includes a detailed analysis of the merits of each proposal, maps of each site and a staff recommendation, based upon established decision criteria.





**Decision Criteria per DMMC 18.25.100:**

(1) Amendment of the City of Des Moines Comprehensive Plan is a legislative action (Type VI land use action) and the City Council shall be afforded the broadest possible discretion during review of amendment requests. The City Council may approve, approve with modifications, or deny any application for amendment.

(2) The City Council may approve or approve with modifications an amendment to the City of Des Moines Comprehensive Plan when:

- (a) The amendment would correct a technical error; or
- (b) The amendment addresses changing circumstances or the needs of the City as a whole, and will benefit the City as a whole; and
- (c) All of the following conditions are satisfied:
  - (i) The amendment is consistent with the Growth Management Act.
  - (ii) The amendment is not inconsistent with other elements or policies of the City of Des Moines Comprehensive Plan.
  - (iii) The amendment will not adversely impact community facilities and bears a reasonable relationship to public health, safety, and welfare.
  - (iv) For amendments relating to a specific property:
    - (A) The amendment is compatible with adjacent land use and the surrounding development pattern as existing or as specified by the City of Des Moines Comprehensive Plan; and
    - (B) The subject property is suitable for development as allowed by the development regulations of the potential zone.

(3) During the review of a proposed amendment to the City of Des Moines Comprehensive Plan, factors that may be considered by the Planning, Building and Public Works Director and the City Council include, but are not limited to, the following:

- (a) The effect upon the physical environment.
- (b) The effect upon the economic environment.
- (c) The effect upon the social environment.
- (d) The effect upon open space, surface waters, and environmentally critical areas.
- (e) The effect upon parks of local significance.
- (f) The effect upon historic and archaeological resources of local significance.
- (g) The compatibility with an impact upon adjacent land uses and surrounding neighborhoods.
- (h) The adequacy of and impact upon capital facilities, utilities, and public services.
- (i) The quantity and location of land planned for the proposed land use type and density.
- (j) The current and forecasted population in the area or City.
- (k) The effect upon other aspects of the City or the City of Des Moines Comprehensive Plan

### Proposed Amendments

Staff review and recommendation for each of the proposals is presented separately. Background information about the subject site or area and the intent of each proposal are provided, followed by staff review. The Decision Criteria listed above for Comprehensive Plan amendments are then addressed for each proposal prior to the recommendation.

**Reference #:** 2016-1 Preferred Land Use Map Amendment #1

**Applicant:** Richmond American Homes and City of Des Moines

**Location:** North Hill Neighborhood of Des Moines.

**Request:** Change the preferred land use designation for the Blueberry Lane PUD Subdivision (excluding stormwater Tracts C and J) along with six adjacent properties (tax parcels 0522049006, 0522049026, 0246000115, 024000116, 0246000117, and 0246000126) from BP-Business Park to SF-Single Family (Figure 1).

Proposed Amendment	Existing Designation	Proposed Change
Preferred Land Use Map	BP-Business Park	SF-Single Family

**Background:** On June 9, 2016, the City of Des Moines received an application from Richmond American Homes for a comprehensive plan amendment to change the preferred land use for the subject property from BP-Business Park to SF-Single Family in conjunction with a zoning reclassification request. On September 8, 2016 the City Council enacted Ordinance No. 1660 that changed the underlying zoning for the subject parcels from B-P Business Park to RS-7,200 Residential Single Family 7,200. Per the rezone, the amendment includes four adjacent properties that were added by staff.

### Staff Recommendation

In accordance with DMMC 18.84.050 decision criteria (1), (2)(b), (2)(c)(i-iv), (3)(a-c), and (3)(g-j), the proposed Comprehensive Plan designation change is consistent with the underlying zoning of the subject parcels as well as the preferred land use designation of properties to the west and south of the subject parcels.

Staff recommends that the City Council approve proposed Amendment No. 2016-1.

**Reference #:** 2016-2 Preferred Land Use Map Amendment #2**Applicant:** City of Des Moines, Planning Building and Public Works Department**Location:** North Hill Neighborhood**Request:** Change the preferred land use designation for tax parcels 086965TR-C and 086965TR-J from BP-Business Park to PF-Public Facility.

Proposed Amendment	Existing Designation	Proposed Change
Preferred Land Use Map	BP-Business Park	PF-Public Facility

**Background:** The Blueberry Lane PUD Final Plat was recorded on August 18, 2015. Four tracts associated with the PUD were subsequently deeded to the City. Tracts C and J are stormwater facilities and the preferred land use should reflect this with the designation of PF-Public Facility (Figure 1). The amendment makes the preferred land use consistent with the use of the property for public facilities.

**Staff Recommendation**

In accordance with DMMC 18.84.050 decision criteria (1), (2)(b), (2)(c)(i-iv), (3)(a-c), and (3)(g-j), the proposed preferred land use designation change is consistent with the use of subject property as a public facility.

Staff recommends that the City Council approve proposed Amendment No. 2016-2.

**Reference #:** 2016-3 Preferred Land Use Map Amendment #3**Applicant:** City of Des Moines, Planning Building and Public Works Department**Location:** Woodmont Neighborhood**Request:** Change the preferred land use designation for Dr. Shirley Gordon Park (tax parcel 4181200710) from T-Townhome to PARK - Park.

Proposed Amendment	Existing Designation	Proposed Change
Preferred Land Use Map	T-Townhome	PARK-Park

**Background:** Dr. Shirley Gordon Park was created in conjunction with the Landmarque Modified Subdivision. The park was deeded to the City of Des Moines upon the completion of the park improvements and was added to the City's park inventory in the recent Parks Recreation and Senior Services Master Plan update (December 10, 2015). The amendment makes the preferred land use consistent with the use of the property as a park.

**Staff Recommendation**

In accordance with DMMC 18.84.050 decision criteria (1), (2)(b), (2)(c)(i-iv), and (3), the proposed change to the Comprehensive Plan Land Use Map is consistent with the use of the Shirley B. Gordon Park as a park within the City of Des Moines.

Staff recommends that the City Council approve proposed Amendment 2016-3.

**Reference #:** 2016-4 Chapter 6: Parks, Recreation and Open Space Element

**Applicant:** City of Des Moines, Planning Building and Public Works Department

**Location:** Citywide

**Request:** Replace Chapter 6: Parks, Recreation and Open Space Element with the updated element that was adopted in conjunction with the Parks, Recreation and Senior Services Master Plan update.

<b>PROPOSED AMENDMENTS</b>
<b>New Chapter 6: Parks, Recreation and Open Space Element (see Attachment 2-B)</b>

**Background:** In 2014, the City Council authorized the preparation of the 2016 Parks, Recreation and Senior Services Master Plan which was subsequently adopted on December 10, 2015. The Master Plan is a management tool that is required to meet the intent of the Growth Management Act and to qualify for state funding opportunities as well as other state and federal grants. The update process was guided by the Ad Hoc Parks, Recreation and Senior Services Master Plan Citizens Committee and included broad community outreach.

Master plan goals, policies and implementation strategies and standards address recreation resources within the City and are intended to guide the acquisition, development, renovation, repair and maintenance of public resources and the administration of recreation services and programs. Pages 6-1 through 6-19 of Section 5 of the Master Plan were docketed for inclusion in the *Des Moines 2035* Comprehensive Plan as Chapter 6: Parks, Recreation and Open Space Element.

**Staff Recommendation**

In accordance with DMMC 18.84.080 decision criteria (1), (2)(b), (2)(c)(i-iii), and (3), the proposed goals, policies and implementation strategies adopted in conjunction with the Parks, Recreation and Senior Services Master Plan are consistent with the GMA as well as other elements and policies of the Comprehensive Plan.

Staff recommends that the City Council approve proposed Amendment 2016-4.



THIS PAGE LEFT INTENTIONALLY BLANK