

## AGENDA

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

November 30, 2017 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER REPORT

Item 1: DR. JACK BIRMINGHAM RECOGNITION

ADMINISTRATION REPORT

Page 1 Item 1: OCTOBER FINANCIAL REPORT

Item 2: RECOLOGY RATE UPDATE

Item 3: ECOLOGY PROJECTS FOR AIRPORT COMMUNITIES

Item 4: AVIATION ADVISORY COMMITTEE REPORT

CONSENT CALENDAR

Page 11 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfer through November 21, 2017 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#152322-152524	\$ 1,036,437.62
Electronic Wire Transfers	#940-52	\$ 433,841.19
Payroll Checks	#18996-19000	\$ 8,277.89
Payroll Deposit	#440001-440167	\$ 313,283.92
Payroll Checks	#190001-19005	\$ 9,533.96
Payroll Deposit	#460001-460159	\$ 306,922.31
Total Certified Checks, Wires, A/P and Payroll Vouchers:		\$ 2,108,296.89

Page 13 Item 2: APPROVAL OF MINUTES

Motion is to approve the minutes from the October 5, 2017 Council Study Session, and the October 12, 2017 Council Regular Meeting.

- Page 23 Item 3: CONSULTANT SERVICES CONTRACT WITH THE LA STUDIO LLC FOR DESIGN SERVICES  
Motion is to approve the Consultant Services Contract with The LA Studio LLC for design services for Des Moines Play Areas Design Project in the amount of \$165,000.00, and additionally authorize the City Manager to sign the Consultant Services Contract substantially in the form as submitted.
- Page 49 Item 4: TRANSPORTATION MANAGEMENT SERVICES CONSULTANT CONTRACT – SPECIAL PROJECT MANAGER  
Motion is to approve the contract with Leonard D. Madsen, ACIP and authorize the City Manager to sign the contract substantially in the form as submitted, at a not-to-exceed cost of \$119,400.
- Page 63 Item 5: CONTRACT AGREEMENT WITH THE HOLMES GROUP, LLC (THG) FOR CONSULTING SERVICES (PORT GRANT PHASE II)  
Motion is to approve the draft Consultant Agreement with the Holmes Group, LLC, in an amount not to exceed \$60,000, for the purposes of providing consultant services for Marina redevelopment, and authorize the City Manager to sign the Agreement substantially in the form as attached.
- Page 75 Item 6: SPONSORSHIP OF THE DES MOINES POOL METROPOLITAN PARK DISTRICT’S AWC APPLICATION  
Motion is to enact Draft Resolution No. 17-146, sponsoring the Des Moines Pool Metropolitan Park District’s application to join the Association of Washington Cities Employee Benefit Trust.
- Page 81 Item 7: ARTS COMMISSION APPOINTMENT  
Motion is to confirm the Mayoral appointment of Marcus Williams to a three year term on the City of Des Moines Arts commission effective on January 1, 2018 and expiring on December 31, 2020.

**OLD BUSINESS**

- Page 85 Item 1. POVERTY BAY SHELLFISH DOWNGRADE – STAFF UPDATE  
 Staff Presentation: Public Works Director Brandon Carver  
 City Engineer I, Tyler Beekley

**NEW BUSINESS**

- Page 87 Item 1: CRESTWOOD PARK FINAL PLAT EXTENSION REQUEST  
 Staff Presentation: Community Development Director Susan Cezar

**EXECUTIVE SESSION**

**NEXT MEETING DATE**

December 7, 2017 City Council Regular Meeting

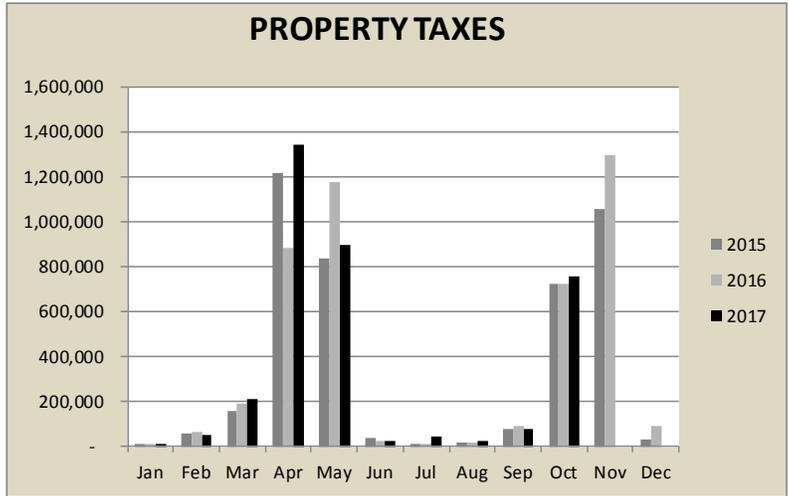
**ADJOURNMENT**

CITY COUNCIL MONTHLY FINANCIAL REPORT

**2017 YTD Compared to 2016 YTD:** **248,566** **7.8%**

	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>PY YTD</b>
Jan	10,191	9,718	7,766	0.2%
Feb	52,372	62,078	55,462	1.6%
Mar	207,664	192,691	159,802	5.8%
Apr	1,341,941	884,255	1,214,531	25.2%
May	892,976	1,172,679	834,623	50.8%
June	22,136	24,323	34,134	51.4%
Jul	45,386	8,130	12,380	51.5%
Aug	22,470	19,914	15,762	52.0%
Sep	78,305	87,561	76,908	53.9%
<b>Oct</b>	<b>757,497</b>	<b>721,023</b>	<b>723,002</b>	<b>69.7%</b>
Nov		1,292,382	1,054,756	98.0%
Dec		92,696	29,206	100.0%
<b>Totals</b>	<b>3,430,937</b>	<b>4,567,450</b>	<b>4,218,332</b>	

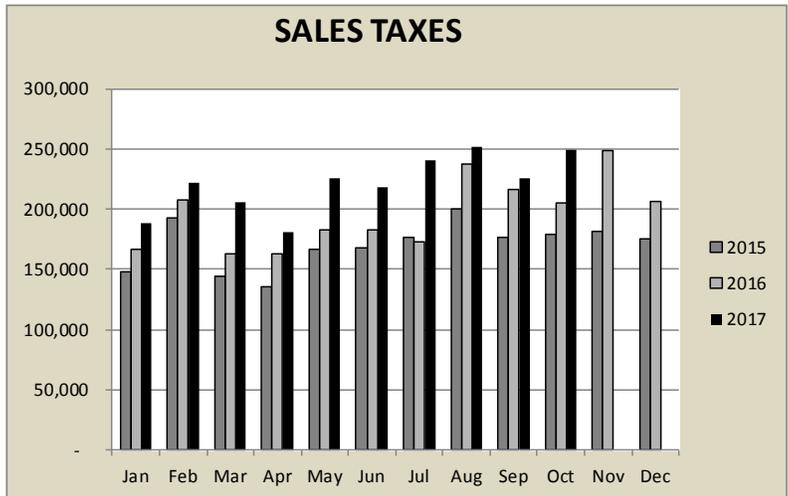
**2017 YTD Compared to Annual Budget:** **4,572,060** **75.0%**



**2017 YTD Compared to 2016 YTD:** **311,697** **16.4%**

	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>PY YTD</b>
Jan	188,813	166,482	148,542	7.1%
Feb	222,214	207,580	192,640	15.9%
Mar	206,184	162,512	144,525	22.8%
Apr	180,327	162,783	135,180	29.7%
May	225,772	183,308	166,575	37.5%
Jun	218,517	182,542	167,671	45.3%
Jul	240,702	172,341	176,608	52.6%
Aug	251,535	236,926	200,510	62.7%
Sep	225,110	216,225	176,594	71.9%
<b>Oct</b>	<b>248,661</b>	<b>205,441</b>	<b>178,690</b>	<b>80.7%</b>
Nov		248,392	181,241	91.2%
Dec		206,295	174,869	100.0%
<b>Totals</b>	<b>2,207,836</b>	<b>2,350,827</b>	<b>2,043,645</b>	

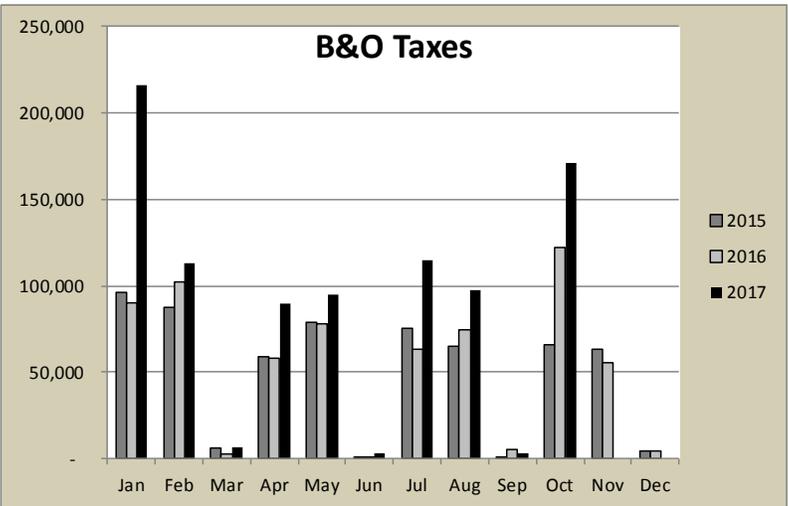
**2017 YTD Compared to Annual Budget:** **2,244,019** **98.4%**



**2017 YTD Compared to 2016 YTD:** **310,621** **51.9%**

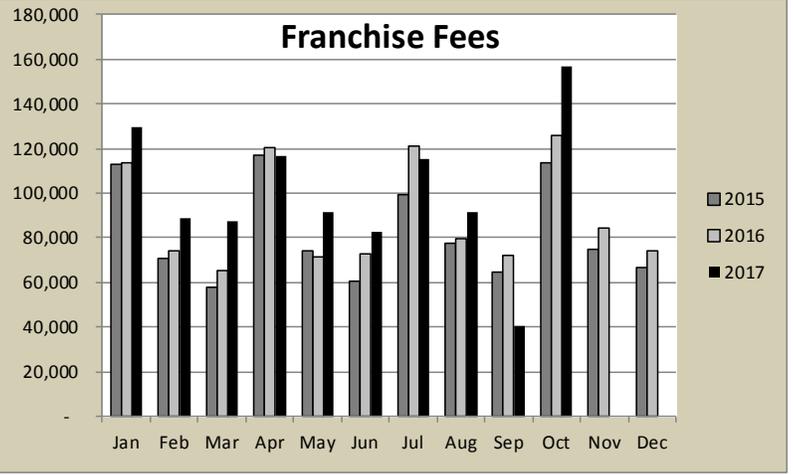
	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>PY YTD</b>
Jan	216,324	89,942	95,787	13.7%
Feb	112,795	101,825	87,424	29.2%
Mar	6,291	3,106	6,095	29.6%
Apr	89,260	58,292	58,723	38.5%
May	94,829	78,035	78,674	50.3%
Jun	3,205	1,262	745	50.5%
Jul	114,496	63,661	75,441	60.2%
Aug	97,730	74,863	64,797	71.6%
Sep	2,767	5,211	1,192	72.4%
<b>Oct</b>	<b>171,216</b>	<b>122,095</b>	<b>66,238</b>	<b>91.0%</b>
Nov		55,292	63,614	99.4%
Dec		4,217	4,699	100.0%
<b>Totals</b>	<b>908,914</b>	<b>657,801</b>	<b>603,429</b>	

**2017 YTD Compared to Annual Budget:** **784,182** **115.9%**

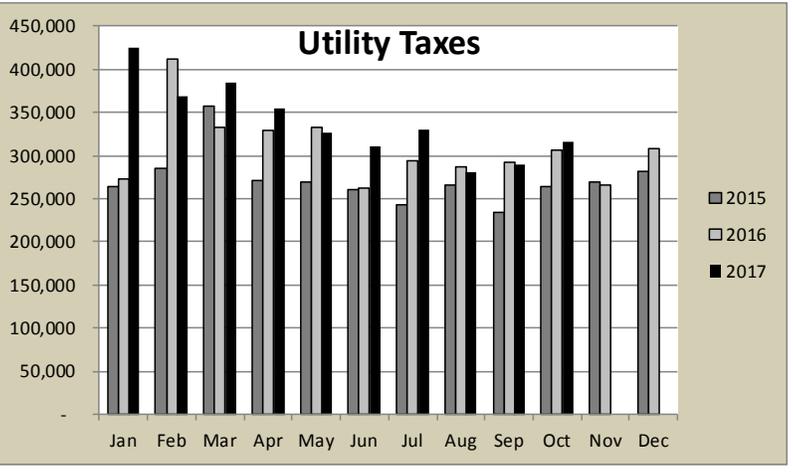


- All revenue sources shown above go to the General Fund.
- The Tax revenues shown in the above graphs EXCLUDE ONE-TIME REVENUES for all years.

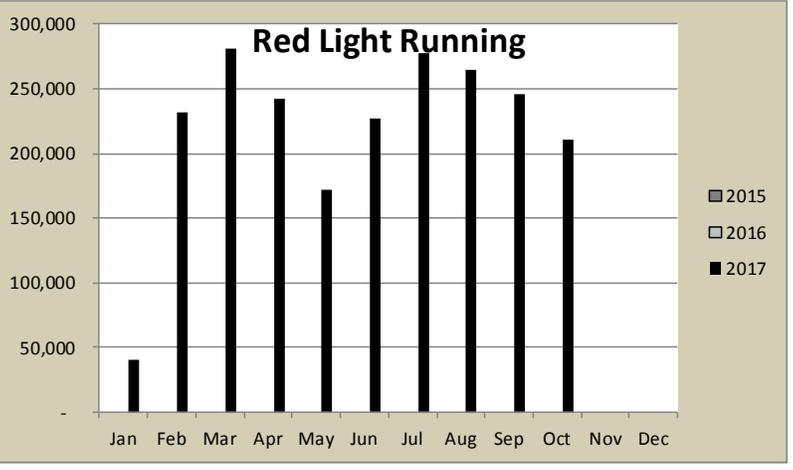
<b>2017 YTD Compared to 2016 YTD:</b>		84,278	9.2%	
	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>PY YTD</b>
Jan	129,401	113,463	112,750	10.6%
Feb	89,045	73,834	71,075	17.4%
Mar	87,325	65,347	57,924	23.5%
Apr	116,973	120,207	116,879	34.7%
May	91,363	71,583	74,423	41.4%
Jun	82,575	72,626	60,470	48.1%
Jul	115,316	121,248	99,070	59.4%
Aug	91,478	79,804	77,663	66.8%
Sep	40,214	72,099	64,435	73.5%
<b>Oct</b>	<b>156,940</b>	<b>126,141</b>	<b>113,761</b>	<b>85.3%</b>
Nov		84,251	74,997	93.1%
Dec		73,899	66,607	100.0%
<b>Totals</b>	<b>1,000,630</b>	<b>1,074,502</b>	<b>990,053</b>	
<b>2017 YTD Compared to Annual Budget:</b>		<b>1,090,440</b>	<b>91.8%</b>	



<b>2017 YTD Compared to 2016 YTD:</b>		264,760	8.5%	
	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>PY YTD</b>
Jan	424,753	273,337	264,911	7.4%
Feb	369,100	410,967	284,340	18.5%
Mar	384,143	332,039	357,130	27.5%
Apr	354,597	329,815	270,479	36.4%
May	326,610	333,168	269,809	45.4%
Jun	311,295	262,684	260,950	52.6%
Jul	330,214	293,988	243,353	60.5%
Aug	279,999	286,311	265,630	68.3%
Sep	289,489	292,324	233,833	76.2%
<b>Oct</b>	<b>315,656</b>	<b>306,464</b>	<b>263,509</b>	<b>84.5%</b>
Nov		266,326	269,275	91.7%
Dec		308,003	281,830	100.0%
<b>Totals</b>	<b>3,385,856</b>	<b>3,695,425</b>	<b>3,265,049</b>	
<b>2017 YTD Compared to Annual Budget:</b>		<b>3,870,139</b>	<b>87.5%</b>	



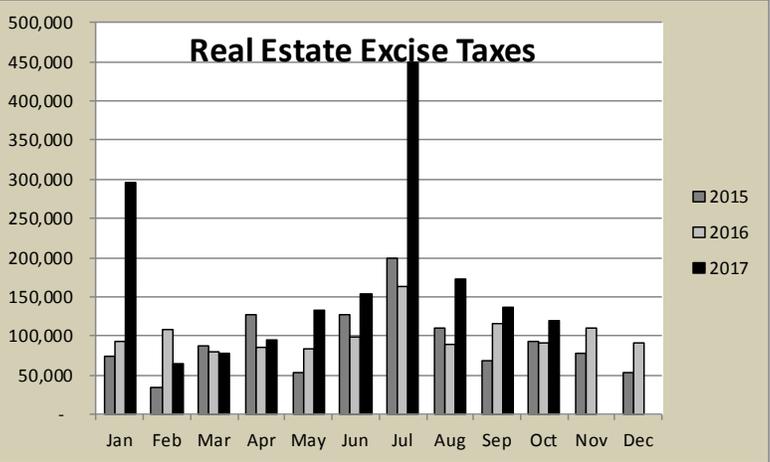
<b>2017 YTD Compared to 2016 YTD:</b>		2,195,281		
	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>PY YTD</b>
Jan	41,052			
Feb	232,138			
Mar	281,581			
Apr	242,435			
May	172,049			
Jun	227,114			
Jul	277,288			
Aug	264,954			
Sep	245,831			
<b>Oct</b>	<b>210,839</b>			
Nov				
Dec				
<b>Totals</b>	<b>2,195,281</b>	-	-	
<b>2017 YTD Compared to Annual Budget:</b>		<b>1,985,000</b>	<b>110.6%</b>	



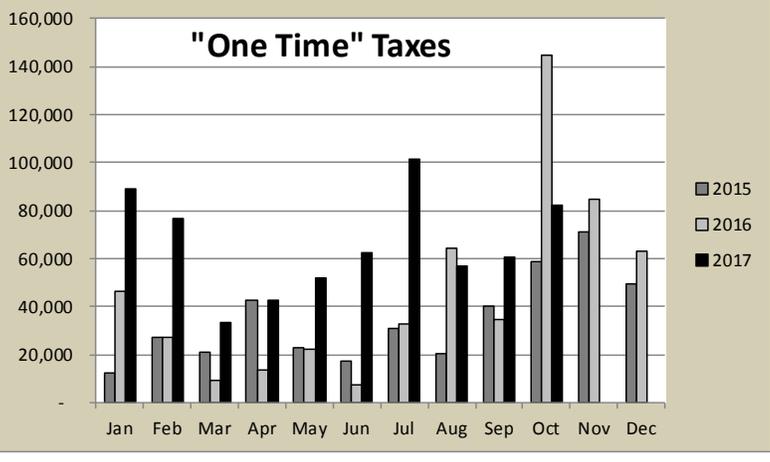
- All revenue sources shown above go to the General Fund.

# CIP FUNDING SOURCES

<b>2017 YTD Compared to Annual Budget:</b>		<b>683,173</b>	<b>67.3%</b>	
	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>PY YTD</b>
Jan	296,469	93,909	74,382	7.7%
Feb	64,190	109,153	33,884	16.7%
Mar	78,233	80,623	88,020	23.3%
Apr	95,642	86,005	127,450	30.4%
May	132,598	84,072	53,190	37.3%
Jun	152,999	99,166	127,038	45.5%
Jul	448,867	163,905	199,170	59.0%
Aug	173,469	90,084	110,322	66.4%
Sep	136,573	116,119	68,647	75.9%
<b>Oct</b>	<b>118,772</b>	<b>91,603</b>	<b>93,478</b>	<b>83.4%</b>
Nov		109,682	78,694	92.5%
Dec		91,594	53,220	100.0%
<b>Totals</b>	<b>1,697,812</b>	<b>1,215,915</b>	<b>1,107,495</b>	
<b>2017 YTD Compared to Annual Budget:</b>		<b>800,000</b>	<b>212.2%</b>	



<b>2017 YTD Compared to 2016 YTD:</b>		<b>399,993</b>	<b>255.0%</b>	
	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>PY YTD</b>
Jan	89,266	46,556	12,359	3.8%
Feb	76,783	27,195	27,114	6.1%
Mar	33,370	9,428	20,850	6.8%
Apr	42,775	13,465	42,498	7.9%
May	52,185	22,165	22,862	9.8%
Jun	62,293	7,770	17,170	10.4%
Jul	101,589	32,666	31,104	13.1%
Aug	56,915	64,376	20,237	18.4%
Sep	60,445	34,407	40,336	21.2%
<b>Oct</b>	<b>82,400</b>	<b>144,643</b>	<b>58,538</b>	<b>33.1%</b>
Nov	-	84,923	71,022	40.1%
Dec	-	62,874	49,216	45.3%
<b>Totals</b>	<b>658,021</b>	<b>550,468</b>	<b>413,306</b>	
<b>2017 YTD Compared to Annual Budget:</b>		<b>700,000</b>	<b>94.0%</b>	



## GENERAL FUND 001

2017 BUDGET				2017 Year to Date ACTUAL				
ANNUAL 12 MONTHS				OCTOBER				
	REVENUES	EXPENDITURES	NET	REVENUES	%*	EXPENDITURES	%*	NET
<b>BEGINNING FUND BALANCE</b>			<b>2,933,039</b>					<b>2,933,039</b>
<b><u>Unrestricted Revenues</u></b>								
Unrestricted Taxes	11,650,919		11,650,919	10,078,494	87%			
One Time Sales/B&O Taxes	199,420		199,420	658,021	330%			
Unrestricted Franchise Fees	1,090,440		1,090,440	1,003,079	92%			
State/City Assistance	90,000		90,000	85,433	95%			
Miscellaneous	41,650		41,650	59,830	144%			
Transfer In	-		-					
Total Unrestricted Revenues	13,072,429		13,072,429	11,884,857	91%			11,884,857
<b><u>Policy &amp; Support Services</u></b>								
Support Services Chargebacks	2,381,924		2,381,924	1,984,937	83%			1,984,937
City Council		91,989	(91,989)	-		62,507	68%	(62,507)
City Manager	26,357	1,212,929	(1,186,572)	26,357	100%	964,832	80%	(938,475)
Financial Services	51,356	1,009,598	(958,242)	12		795,412	79%	(795,400)
Technology Services	835,118	792,022	43,096	695,183	83%	690,758	87%	4,425
Legal (Civil)		298,332	(298,332)	9,146		248,882	83%	(239,736)
Bldg & Facility Maint		351,603	(351,603)	-		277,756	79%	(277,756)
Total Policy & Support Services	3,294,755	3,756,473	(461,718)	2,715,635	82%	3,040,147	81%	(324,511)
<b><u>Public Safety Services</u></b>								
Restricted - Public Safety	3,377,340		3,377,340	3,391,671	100%			3,391,671
Court	121,110	1,187,392	(1,066,282)	101,117	83%	1,017,268	86%	(916,151)
Probation	69,143	172,116	(102,973)	53,777	78%	138,228	80%	(84,451)
EMS/Fire/Jail/Public Defender	4,358	756,312	(751,954)	4,076	94%	611,601	81%	(607,525)
Legal (Prosecution, DV, etc.)	25,000	345,164	(320,164)	27,502	110%	291,473	84%	(263,971)
Police	225,905	10,413,423	(10,187,518)	247,944	110%	8,347,138	80%	(8,099,194)
Total Public Safety Services	3,822,856	12,874,407	(9,051,551)	3,826,087	100%	10,405,708	81%	(6,579,621)
<b><u>Community Services</u></b>								
Planning & Bldg (NonFee Based)		438,678	(438,678)			352,671	80%	(352,671)
Engineering (NonFee Based)		245,096	(245,096)			201,345	82%	(201,345)
Subtotal	-	683,774	(683,774)	-		554,016	81%	(554,016)
Park Maintenance	28,403	855,184	(826,781)	17,017	60%	700,030	82%	(683,013)
Parks & Community Relations	2,825	210,174	(207,349)	9,646	341%	166,800	79%	(157,154)
Senior & Human Services	126,405	484,589	(358,184)	86,619	69%	422,225	87%	(335,606)
Arts Program	17,000	57,221	(40,221)	15,722	92%	41,996	73%	(26,274)
Recreation Programs	1,082,189	1,255,288	(173,099)	906,341	84%	1,029,976	82%	(123,635)
Beach Park Rentals	297,348	537,877	(240,529)	251,072	84%	422,293	79%	(171,221)
Subtotal	1,554,170	3,400,333	(1,846,163)	1,286,417	83%	2,783,321	82%	(1,496,904)
Total Community Services	1,554,170	4,084,107	(2,529,937)	1,286,417	83%	3,337,337	82%	(2,050,920)
<b><u>Transfers Out</u></b>								
Capital & Debt		64,440	(64,440)			30,925	48%	(30,925)
One Time Sales/ B&O Tax		700,000	(700,000)			658,022	94%	(658,022)
Total Transfers	-	764,440	(764,440)	-		688,947		(688,947)
<b>TOTAL GENERAL FUND</b>	<b>21,744,210</b>	<b>21,479,427</b>	<b>264,783</b>	<b>19,712,996</b>	<b>91%</b>	<b>17,472,138</b>	<b>81%</b>	<b>2,240,858</b>
<b>ENDING FUND BALANCE</b>			<b>3,197,822</b>					<b>5,173,897</b>
<i>*Oct is month 10 of 12 = 83%</i>								
<i>2 month expenditures target min Ending Fund Balance</i>								
			<u>3,580,620</u>					

**SPECIAL REVENUE FUNDS MONTHLY REPORT  
OCTOBER**

	2017 Budget Annual	2017 Actual Year to Date	%	2016 Actual Annual	2016 Actual Year to Date	%
<b>STREETS</b>						
Begin Fund Balance	463,665	563,269		273,872	273,872	
Revenues	1,636,400	1,406,250	86%	1,650,427	1,292,528	78%
Expenditures	1,730,520	1,232,248	71%	1,361,030	1,077,642	79%
Net Activity	(94,120)	174,002		289,397	214,886	
Ending Fund Balance	369,545	737,271		563,269	488,758	
<b>ARTERIAL PAVEMENT</b>						
Begin Fund Balance	156,015	212,146		-	-	
Revenues	1,025,147	871,272	85%	212,146	281,700	133%
Expenditures	130,185	204,281	157%	-	-	
Net Activity	894,962	666,991		212,146	281,700	
Ending Fund Balance	1,050,977	879,137		212,146	281,700	
<b>DEVELOPMENT SERVICES</b>						
Begin Fund Balance	1,507,685	1,507,685				
Revenues	3,470,401	4,469,617	129%			
Expenditures	2,187,078	1,757,497	80%			
Net Activity	1,283,323	2,712,120		-	-	
Ending Fund Balance	2,791,008	4,219,805		-	-	
<b>POLICE DRUG SEIZURE</b>						
Begin Fund Balance	4,851	10,376		10,342	10,342	
Revenues	500	48	10%	34	30	88%
Expenditures	3,500		0%	-		
Net Activity	(3,000)	48		34	30	
Ending Fund Balance	1,851	10,424		10,376	10,372	
<b>HOTEL/MOTEL TAX</b>						
Begin Fund Balance	19,239	17,375		9,593	9,593	
Revenues	114,000	115,280	101%	103,113	81,162	79%
Expenditures	114,000	101,033	89%	95,331	70,400	74%
Net Activity	-	14,247		7,782	10,762	
Ending Fund Balance	19,239	31,622		17,375	20,355	
<b>REDONDO ZONE</b>						
Begin Fund Balance	10,858	18,754		22,064	22,064	
Revenues	109,645	86,774	79%	70,733	45,038	64%
Expenditures	113,855	96,079	84%	74,043	64,173	87%
Net Activity	(4,210)	(9,305)		(3,310)	(19,135)	
Ending Fund Balance	6,648	9,449		18,754	2,929	
October is 10 months of 12			83%			

- Redondo is still running at a loss, but revenues are picking up for the summer. Keep on the “watch” list.

	2017 Budget Annual	2017 Actual Year to Date	%	2016 Actual Annual	2016 Actual Year to Date	%
<b>WATERFRONT ZONE</b>						
Begin Fund Balance	-	-		-	-	
Revenues	300,000	86,000	29%	-	-	
Expenditures	158,790	85,375	54%	-	-	
Net Activity	141,210	625		-	-	
Ending Fund Balance	141,210	625		-	-	

<b>AUTOMATION FEES</b>						
Begin Fund Balance	68,871	96,179		22,985	22,985	
Revenues	100,000	176,627	177%	172,920	142,780	83%
Expenditures	101,032	85,615	85%	99,726	82,666	83%
Net Activity	(1,032)	91,012		73,194	60,114	
Ending Fund Balance	67,839	187,191		96,179	83,099	

<b>ABATEMENT</b>						
Begin Fund Balance	1,850	19,121		1,350	1,350	
Revenues	500	1,942	388%	25,000	20,000	80%
Expenditures	16,200	15,889	98%	7,229	3,316	46%
Net Activity	(15,700)	(13,947)		17,771	16,684	
Ending Fund Balance	(13,850)	5,174		19,121	18,034	

<b>(ASE) AUTOMATED SPEED ENFORCEMENT</b>						
Begin Fund Balance	82,801	152,986		64,389	64,389	
Revenues	350,000	332,945	95%	383,763	313,413	82%
Expenditures	364,586	216,938	60%	295,166	199,655	68%
Net Activity	(14,586)	116,007		88,597	113,758	
Ending Fund Balance	68,215	268,993		152,986	178,147	

<b>(TBD) TRANSPORTATION BENEFIT DISTRICT</b>						
Begin Fund Balance	265,588	263,028		84,349	84,349	
Revenues	880,000	781,544	89%	882,268	678,622	77%
Expenditures	995,522	899,708	90%	703,589	671,421	95%
Net Activity	(115,522)	(118,164)		178,679	7,201	
Ending Fund Balance	150,066	144,864		263,028	91,550	

October is 10 months of 12 83%

- Waterfront Zone's Paid Parking program went live in July. Revenues above reflect pre-sale of annual passes.
- Automation Fee revenue is over budget. Amounts over budget in one year carryover to cover revenue shortfalls in subsequent years.

**DEBT SERVICE FUNDS MONTHLY REPORT**  
**OCTOBER**

	2017 Budget <u>Annual</u>	2017 Actual <u>Year to Date</u>	%	2016 Actual <u>Annual</u>	2016 Actual <u>Year to Date</u>	%
<b>REET 1 ELIGIBLE DEBT SERVICE</b>						
Begin Fund Balance	12,692	12,692		14,900	14,900	
Revenues	140,639	117,200	83%	140,410	117,010	83%
Expenditures	143,145	8,796	6%	142,114	9,739	7%
Net Activity	<u>(2,506)</u>	<u>108,404</u>		<u>(1,704)</u>	<u>107,271</u>	
Ending Fund Balance	<u>10,186</u>	<u>121,096</u>		<u>13,196</u>	<u>122,171</u>	
<b>REET 2 ELIGIBLE DEBT SERVICE</b>						
Begin Fund Balance	21,245	21,245		21,245	21,245	
Revenues	265,261	215,930	81%	264,864	220,720	83%
Expenditures	263,373	106,843	41%	264,855	110,715	42%
Net Activity	<u>1,888</u>	<u>109,087</u>		<u>9</u>	<u>110,005</u>	
Ending Fund Balance	<u>23,133</u>	<u>130,332</u>		<u>21,254</u>	<u>131,250</u>	

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

**MARINA FUND 401 OPERATIONS MONTHLY REPORT**

(Budget Basis/Working Capital Basis)

OCTOBER

	2017 Budget <u>Annual</u>	2017 Actual <u>Year to Date</u>	%	2016 Actual <u>Annual</u>	2016 Actual <u>Year to Date</u>	%
<b>REVENUES</b>						
Intergov't Grants		590		8,046	8,046	100%
Charges Goods & Services	105,037	99,400	95%	109,177	85,565	78%
Fuel Sales	1,103,986	892,394	81%	829,454	793,171	96%
Fines & Foreitures	12,220	14,645	120%	17,039	15,488	91%
Moorage, Parking & Misc	2,876,716	2,405,318	84%	2,779,969	2,350,726	85%
Interfund Maint Services	70,000	73,898	106%	41,474	36,580	88%
TOTAL	4,167,959	3,486,245	84%	3,785,159	3,289,576	87%
<i>Fuel gallons sold</i>	<i>399,349</i>	<i>368,844</i>		<i>383,989</i>	<i>367,402</i>	
<b>EXPENDITURES</b>						
Salaries	671,098	520,726	78%	563,873	477,164	85%
Benefits	245,273	187,682	77%	215,453	182,695	85%
Supplies	159,073	116,203	73%	135,919	108,288	80%
Fuel Purchases	862,710	716,192	83%	723,543	671,340	93%
Services	854,331	613,608	72%	896,016	729,125	81%
Capital Outlay		9,587				
Capital Transfers	716,001	560,969	78%	211,815	46,345	22%
Debt Transfers	820,515	683,770	83%	819,828	683,190	83%
TOTAL	4,329,001	3,408,737	79%	3,566,447	2,898,147	81%
<b>REVENUES MORE THAN OR (LESS THAN) EXPENDITURES</b>						
	<u>(161,042)</u>	<u>77,508</u>		<u>218,712</u>	<u>391,429</u>	
Ending Cash & Investments		1,439,722			1,474,669	
Min Reserves - 20% of Expenditures (Excluding Capital Xfers)		722,600				
Avail to Xfer to Capital Projects		562,090				
<i>Oct is 10 month of 12</i>		<u>83%</u>				

- \$73,898 Time spent by Marina employees to install the Paid Parking program was repaid by the Paid Parking construction project (funded by REET rather than Marina Tenants).
- Personnel costs lower than budget due to continued vacant position.

**SWM FUND 450 OPERATIONS MONTHLY REPORT**

(Budget Basis/Working Capital Basis)

**OCTOBER**

	2017 Budget <u>Annual</u>	2017 Actual <u>Year to Date</u>	%	2016 Actual <u>Annual</u>	2016 Actual <u>Year to Date</u>	%
<b>REVENUES</b>						
Intergov't Grants	-	-		15,025	15,025	
Charges Goods & Services	3,532,391	2,763,764	78%	3,450,877	2,646,783	77%
Interest & Miscellaneous	5,000	23,344	467%	19,842	16,405	83%
<b>TOTAL</b>	<b>3,537,391</b>	<b>2,787,108</b>	<b>79%</b>	<b>3,485,744</b>	<b>2,678,213</b>	<b>77%</b>
<b>EXPENDITURES</b>						
Salaries	914,844	678,183	74%	801,673	665,537	83%
Benefits	421,390	294,487	70%	359,245	297,397	83%
Supplies	66,900	81,064	121%	78,609	52,463	67%
Services	1,448,299	1,202,768	83%	1,461,078	1,172,836	80%
Capital Transfers	236,120	71,978		15,000	-	0%
<b>TOTAL</b>	<b>3,087,553</b>	<b>2,328,480</b>	<b>75%</b>	<b>2,715,605</b>	<b>2,188,233</b>	<b>81%</b>
<b>REVENUES MORE THAN OR (LESS THAN) EXPENDITURES</b>						
	<u>449,838</u>	<u>458,628</u>		<u>770,139</u>	<u>489,980</u>	
Ending Cash & Investments		<u>2,784,376</u>			<u>2,045,797</u>	
Min Reserves - 20% Expenditures		<u>617,511</u>				
Waiting for CIP Xfer to Fund 451		<u>2,002,723</u>				

October is 10 months of 12 83%

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.

Personnel costs are lower than budget due to vacancies. Even with vacancy savings overall costs more than same time prior year.

**INTERNAL SERVICE FUNDS MONTHLY REPORT**

(Budget Basis/Working Capital Basis)

**OCTOBER**

	2017 Budget Annual	2017 Actual Year to Date	%	2016 Actual Annual	2016 Actual Year to Date	%
<b>EQUIPMENT RENTAL OPS</b>						
Begin Fund Balance	354,851	365,809		253,062	253,062	
Revenues	516,486	436,932	85%	560,010	465,310	83%
Expenditures	497,739	421,075	85%	447,263	349,241	78%
Net Activity	18,747	15,857		112,747	116,069	
Ending Fund Balance	373,598	381,666		365,809	369,131	
<b>EQUIPMENT RENTAL REPLACE</b>						
Begin Fund Balance	1,676,754	3,243,493		2,459,857	2,459,857	
Revenues	922,690	776,274	84%	995,471	732,745	74%
Expenditures	915,810	564,088	62%	211,835	694,203	328%
Net Activity	6,880	212,186		783,636	38,542	
Ending Fund Balance	1,683,634	3,455,679		3,243,493	2,498,399	
<b>FACILITY MAJOR REPAIRS</b>						
Begin Fund Balance	37,731	90,776		92,511	92,511	
Revenues	495,144	93,906	19%	85,476	63,663	74%
Expenditures	384,124	10,862	3%	87,211	77,074	88%
Net Activity	111,020	83,044		(1,735)	(13,411)	
Ending Fund Balance	148,751	173,820		90,776	79,100	
<b>COMPUTER REPLACEMENT</b>						
Begin Fund Balance	598,481	832,303		515,075	515,075	
Revenues	429,555	406,723	95%	496,330	408,590	82%
Expenditures	475,630	263,903	55%	179,102	145,182	81%
Net Activity	(46,075)	142,820		317,228	263,408	
Ending Fund Balance	552,406	975,123		832,303	778,483	
<b>SELF INSURANCE</b>						
Begin Fund Balance	287,372	301,938		138,795	138,795	
Revenues	854,710	740,105	87%	824,678	687,507	83%
Expenditures	699,580	703,207	101%	661,535	603,614	91%
Net Activity	155,130	36,898		163,143	83,893	
Ending Fund Balance	442,502	338,836		301,938	222,688	
<b>UNEMPLOY INSURANCE</b>						
Begin Fund Balance	353,446	369,859		338,159	338,159	
Revenues	60,545	54,856	91%	58,584	46,927	80%
Expenditures	75,000	149	0%	26,884	26,842	100%
Net Activity	(14,455)	54,707		31,700	20,085	
Ending Fund Balance	338,991	424,566		369,859	358,244	

October is 10 months of 12

83%

**CITY OF DES MOINES**  
**Voucher Certification Approval**  
**30-Nov-17**  
**Auditing Officer Certification**

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

As of Nov 30, 2017 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through Nov 21, 2017 included in the attached list and further described as follows:

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

  
 Cecilia Pollock, Finance Operations Manager

	# From	# To	Amounts
<b>Claims Vouchers:</b>			
Total A/P Checks/Vouchers	152322	- 152524	1,036,437.62
Electronic Wire Transfers	940	- 952	433,841.19
			-
<b>Total claims paid</b>			<b>1,470,278.81</b>
<b>Payroll Vouchers</b>			
Payroll Checks	18996	- 19000	8,277.89
Direct Deposit	440001	- 440167	313,283.92
Payroll Checks	19001	19005	9,533.96
Direct Deposit	460001	460159	306,922.31
<b>Total Paychecks/Direct Deposits paid</b>			<b>638,018.08</b>
<b>Total checks and wires for A/P &amp; Payroll</b>			<b>2,108,296.89</b>

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**MINUTES**

**DES MOINES CITY COUNCIL  
STUDY SESSION MEETING  
City Council Chambers  
21630 11<sup>th</sup> Avenue South, Des Moines**

**October 5, 2017 – 7:00 p.m.**

**CALL TO ORDER**

Mayor Pina called the meeting to order at 7:05 p.m.

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Councilmember Kaplan.

**ROLL CALL**

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

Deputy Mayor Vic Pennington was absent.

**Direction/Action**

**Motion** made by Councilmember Nutting to excuse Deputy Mayor Pennington; seconded by Councilmember Kaplan. The motion passed 6-0.

Staff present:

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Commander Doug Jenkins; Parks, Recreation & Senior Services Director Patrice Thorell; Assistant City Attorney Matt Hutchins; Finance Director Donyele Mason; Public Works Director Donyele Mason; Community Development Director Susan Cezar; Police Chief George Delgado; Senior Services Manager Sue Padden; Master Police Officer Nate Chevallier; City Clerk/Communications Director Bonnie Wilkins.

**COMMENTS FROM THE PUBLIC**

There were no comments from the public.

**DISCUSSION ITEMS**

Item 1. EMERGING ISSUES

Commander Jenkins introduced the new Mt. Rainier School Resource Officer, Master Police Officer Nate Chevallier. Commander Jenkins also updated Council on social media threads and conversation regarding crime and mail theft. Very few crimes being reported to the Police Department. The link to the link on the City's web-site: <http://www.desmoineswa.gov/363/Online-Crime-Reporting>

Upcoming Events:

- Transportation Gateway Ribbon Cutting Celebration.
- Marina Development Open House.
- Madi's Restaurant Ribbon Cutting.
- Barnes Creek Nature Trail Ribbon Cutting.
- Van Gasken Open House.

- a. Van Gasken Property Acquisition Update and Closing Documents Approval  
City Attorney George gave a power point presentation to Council.

**Direction/Action**

**Motion** made by Councilmember Kaplan to approve the First Amendment to the Memorandum of Understanding between the City and Forterra, correcting the formula used to determine the City's obligation to Forterra if the City elects not to purchase the property, and to authorize the City manager to sign the Agreement substantially in the form as attached; seconded by Councilmember Back.  
The motion passed 6-0.

**Motion** made by Councilmember Kaplan to approve and ratify the Guaranty Agreement with Commerce Bank to authorize the City's guarantee of the loan to facilitate the acquisition of property at 402 S 222<sup>nd</sup> Street; seconded by Councilmember Bangs.  
The motion passed 6-0.

- b. August Monthly Financial Report  
Report in the Council packet.

Councilmember Musser acknowledged City Attorney George's birthday.

At 7:30 p.m. Council took a 10 minute break and resumed the regular meeting at 7:40 p.m.

Item 2. 2018 PLANNING WITH COMMUNITY GROUPS:

- Des Moines Legacy Foundation

Des Moines Legacy Foundation President Gene Achziger introduced Board Members Patricia Clark, Patrice Thorell, Kim Richmond and Sue Padden.

President Achziger gave a power point presentation to Council.

- Destination Des Moines

Destination Des Moines President Tony Hettler gave an update to Council.

- Farmer's Market

Vice President Kim Richmond gave an update to Council.

**NEXT MEETING DATE**

October 12, 2017 City Council Regular Meeting

**ADJOURNMENT****Direction/Action**

**Motion** made by Councilmember Nutting to adjourn the Meeting; seconded by Councilmember Bangs.

Motion passed 6-0.

The meeting was adjourned at 8:44 p.m.

Respectfully Submitted,  
Bonnie Wilkins, CMC  
City Clerk/Communications Director

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**MINUTES**

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

**October 12, 2017 – 7:00 p.m.**

**CALL TO ORDER**

Mayor Pina called the meeting to order at 7:01 p.m.

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Councilmember Robert Back.

**ROLL CALL**

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

Deputy Mayor Vic Pennington was absent.

**Direction/Action**

**Motion** made by Councilmember Nutting to excuse Deputy Mayor Pennington; seconded by Councilmember Banks.

The motion passed 6-0.

**Staff present:**

City Manager Michael Matthias, City Attorney Tim George, Assistant City Attorney Matt Hutchins, Police Chief George Delgado, Assistant Police Chief Bob Bohl, Parks and Recreation Director Patrice Thorell, Senior Services Manager Sue Padden, Community Development Director Susan Cezar, Public Works Director Brandon Carver, Transportation Engineer Andrew Merges, Finance Director Dunyele Mason Assistant Harbormaster Scott Wilkins, Deputy City Clerk Renee Cameron, and City Clerk Bonnie Wilkins.

**CORRESPONDENCE**

There was no correspondence.

**COMMENTS FROM THE PUBLIC**

- JC Harrison spoke regarding his view of neighborhoods within the City of Des Moines
- Rick Johnson spoke regarding Redondo gazebo repairs, Business Park Stormwater runoff, and surplus funds
- Sheila Brush spoke regarding the recent Quiet Skies Candidate Forum.

**PRESIDING OFFICER'S REPORT**

Item 1: **OUTGOING HUMAN SERVICES RECOGNITION**  
The Mayor, Council and staff recognized Dr. Alexander Szabo for his decades of service to human services

- Item 2: **BOY SCOUT APPRECIATION; BARNES CREEK NATURE TRAIL**  
Mayor Pina and Public Works Director Brandon Carver presented the individual members of Boy Scout Troop No. 307 with Certificates of Appreciation for all of their hard work on the Barnes Creek Nature Trail Construction. A video of the newly improved trail was shown. A ribbon cutting for the Barnes Creek Nature Trail will be held on October 21st.
- Item 3: **FEDERAL WAY SCHOOL DISTRICT**

**ADMINISTRATION REPORT**

- Item 1: **AVIATION ADVISORY COMMITTEE REPORT**

**CONSENT CALENDAR**

- Item 1: **APPROVAL OF VOUCHERS**  
Motion is to approve for payment vouchers and payroll transfer through October 4, 2017 included in the attached list and further described as follows:
- |  |                |                      |
|--|----------------|----------------------|
| Total A/P Checks/Vouchers                                | #151760-152025 | \$1,261,925.05       |
| Electronic Wire Transfers                                | #922-929       | \$ 220,599.66        |
| Payroll Checks   | #18979-18983   | \$ 1,566.33          |
| Payroll Deposit  | #380001-380164 | \$ <u>322,022.28</u> |
| Total Certified Checks, Wires, A/P and Payroll Vouchers: |                | \$1,806,113.32       |
- Item 2: **APPROVAL OF MINUTES**  
Motion is to approve the minutes from the August 10, 2017 City Council Study Session, minutes from the August 12, 2017 City Council Budget Retreat, minutes from the August 19, 2017 Tour of Seattle, Minutes from the August 24, 2017 City Council Executive Session and minutes from the August 24, 2017 City Council Regular meeting.
- Item 3: **ARTS COMMISSION APPOINTMENTS**  
Motion is to confirm the Mayoral appointments of Patricia V. Clark to an unexpired three year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2020, and M. Anne Sweet to an unexpired term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2018.
- Item 4: **MAYORAL APPOINTMENT TO THE HUMAN SERVICES ADVISORY COMMITTEE**  
Motion is to confirm the Mayoral appointment of Susan Barber to a two year term on the Human Services Advisory Committee, effective immediately and expiring on December 31, 2019.
- Item 5: **AGREEMENT WITH THE SOUTH COUNTY AREA TRANSPORTATION BOARD (SCATBd) FOR CONTINUED CITY PARTICIPATION**  
Motion is to approve entering into an Agreement with the South County Area Transportation Board (SCATBd) for a period of two years, ending December 31, 2019, with a potential extension until December 31, 2021; to authorize the City to make a minimum annual contribution of \$100.00; and to direct the City Manager to sign said Agreement substantially in the form as attached.

Item 6: AMENDMENT NO. 1 TO AGREEMENT FOR PLANNING, FUNDING, AND IMPLEMENTING A JOINT HUMAN SERVICES APPLICATION AND FUNDING PROGRAM

Motion is to approve the Human Services Online Grant Agreement Amendment No. 1, which identifies the new online grant service provider and updates other provisions to reflect current practice, and to authorize the City Manager to sign the amendment substantially in the form as submitted.

Item 7: SOUTH 223<sup>RD</sup> STREET – PAVEMENT REHABILITATION PROJECT  
CONSULTANT SERVICES CONTRACT SUPPLEMENT 2: GEOTECHNICAL LID INVESTIGATION

Motion is to approve the Consultant Services Contract Supplemental Agreement Number 2 with KPG Inc. to provide LID investigation engineering services for the South 223<sup>rd</sup> Street – Pavement Rehabilitation Project in the amount of \$11,927.00 with a contract design contingency of \$10,000.00 and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Item 8: APPROVAL OF GRANT AWARD: ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT WITH PORT OF SEATTLE

Motion is to approve and ratify the 2017 Economic Development Partnership Agreement with the Port of Seattle for the City to receive grant funding in the amount of \$30,800 to complete phase 2 of the Marina redevelopment feasibility analysis.

**Action/Direction**

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

**PUBLIC HEARING/CONTINUED PUBLIC HEARING**

Item 1: PUBLIC HEARING AND CONSIDERATION OF DRAFT ORDINANCE NO. 17-068 AMENDING CHAPTER 16.05 RELATING TO CATEGORICAL EXEMPTIONS FOR MINOR NEW CONSTRUCTION UNDER THE STATE ENVIRONMENTAL POLICY ACT (SEPA)

Staff Presentation: Community Development Director Susan Cezar

Mayor Pina opened the public hearing at 9:04 p.m.

Steve Edmiston spoke regarding the proposed ordinance and inquired about City records regarding categorical exemptions and whether exemptions to exclude a SEPA review led lower development in the City. He said if there is no record, he would be reluctant to rescind environmental regulations.

Bob Pond spoke in support of the proposed ordinance.

Director Cezar clarified the intent of the ordinance and stated that this is not an environmental regulation, it is an environmental policy or procedure. The proposed amendment simplifies the permit process and eliminates some procedural steps which are expensive costs for applicants of small projects, which she said does not add value, and in the end the same development regulations apply. Director Cezar advised that developers do compare the complexity and ease of the permit process that cities offer. She advised said the City of Des Moines is on the low end of exemptions, compared with neighboring jurisdictions.

Mayor Pina closed the public hearing at 9:17 p.m.

**Motion** made by Councilmember Musser to suspend Rule 26(a) in order to enact Draft Ordinance No. 17-068 on first reading. Councilmember Kaplan seconded. The motion passed 6-0.

**Motion** made by Councilmember Musser to enact Draft Ordinance No. 17-068 amending Chapter 16.05 DMMC, updating the categorical exemptions for minor new construction under the State Environmental Policy Act to 30 unit family residential and 30 until multi-family residential.. Councilmember Kaplan seconded. The motion passed 6-0.

Councilmember Kaplan responded to Mr. Edmiston's questions, explaining the City of Des Moines' geography and how these thresholds are beneficial to the City.

Councilmember Musser stated she felt comfortable in raising the thresholds, especially with the Council's previous approval of low development standards enacted by Council, and the management of the surface water standards.

Mayor Pina read Ordinance No. 1688 into the record.

## **NEW BUSINESS**

### Item 1:

**CITY MANAGER PRELIMINARY 2018 OPERATING & CAPITAL BUDGETS**  
City Manager Michael Matthias and Finance Director Dunyele Mason presented the 2018 Operating and Capital Budgets.

City Manager Matthias advised that a Public Hearing will be held regarding the 2018 Operating & Capital Budget on October 26, 2017.

### **Direction/Direction**

**Motion** made by Councilmember Kaplan to increase the human services grants for the non-detox and non-departmental chargeback amounts from \$80,000 to \$100,000 for the 2018 budget. Councilmember Musser seconded. The motion passed 6-0.

**EXECUTIVE SESSION**

Property Acquisition under RCW 42.56.110(1)(b) and the Performance of a Public Employee under RCW 42.56.110(1)(g) – 20 minutes

At 9:47 p.m. the Council adjourned to Executive Session for 20 minutes.

**Direction/Action**

**Motion** made by Councilmember Kaplan to extend the Council Meeting to 10:10 p.m.; seconded by Councilmember Bangs.  
The motion passed 6-0.

Council returned from Executive Session at 10:10 p.m. No action was taken.

**NEXT MEETING DATE**

October 26, 2017 City Council Regular Meeting

**ADJOURNMENT**

The meeting was adjourned at 10:10 p.m.

Respectfully Submitted,  
Renee Cameron, CMC  
Deputy City Clerk

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# A G E N D A   I T E M

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

**SUBJECT:**  
Consultant Services Contract with  
The LA Studio LLC for Design Services

**ATTACHMENT:**

1. Consultant Services Contract with  
The LA Studio LLC
2. 2017 Capital Project Budget-  
Play Equipment Master Design
3. 2017 Capital Project Budget-  
Kiddie Park Play Equipment

FOR AGENDA OF: November 30, 2017

DEPT. OF ORIGIN: Parks, Recreation, & Senior  
Senior Services

DATE SUBMITTED: November 16, 2017

**CLEARANCES:**

Community Development \_\_\_\_\_

Marina \_\_\_\_\_

Parks, Recreation & Senior Services *BJ*

Public Works *LR*

CHIEF OPERATIONS OFFICER: *DJB*

Legal *JG*

Finance *CR*

Courts \_\_\_\_\_

Police \_\_\_\_\_

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

### **Purpose and Recommendation**

The purpose of this agenda item is to seek City Council approval to enter into a contract with The LA Studio LLC for the Des Moines Play Areas Design Project. The following motion will appear on the consent calendar:

### **Suggested Motion**

“I move to approve the Consultant Services Contract with The LA Studio LLC for design services for Des Moines Play Areas Design Project in the amount of \$165,000.00, and additionally authorize the City Manager to sign the Consultant Services Contract substantially in the form as submitted”.

### **Background**

The Des Moines City Council amended the 2017 Capital Improvement Budget in March of this year to include funding for designs to repair and replace play structures at seven parks and to create new play <sup>23</sup>

areas at two parks. This action is the first of many steps that will be taken within the next three to four years to restore City's aging park play areas.

The play equipment located at Cecil Powell Neighborhood Park was removed due to safety concerns in 2013 and the neighborhood has asked for the equipment to be replaced. The removal of play equipment at Kiddie Park, Westwood Park and Wooton Park is also eminent, likely within the next year or two. And, there is strong community support for play areas to be installed at Des Moines Beach Park where the play area was removed over a decade ago due to flooding and infrastructure repairs and at Steven J. Underwood Memorial Park where a play area has not been installed due to lack of funding.

Funding for park play area construction is identified in the 2017- 2022 Capital Improvement Plan, dependent on the City's Real Estate Excise Tax, State and Local Grants, the Des Moines Legacy Foundation and business and citizen contributions.

### **Discussion**

The City of Des Moines advertised for a Request for Qualifications for the Des Moines Play Areas Design Project in August 2017 and received qualifications from three Architectural firms. The LA Studio was selected as the most qualified consultant for this project. The Attached Consultant Services Contract will provide 100% play area designs for Cecil Powell Park, Des Moines Field House Park, Kiddie Park, Steven J Underwood Memorial Park, Westwood Park and Wooton Park and a 30% design for the Des Moines Beach Park Plaza/Play Area.

### **Alternatives**

City Council could choose to not approve the contract.

### **Financial Impact**

There is \$157,000 funds available in the 2017 Park Equipment Master Design Capital Budget Project # 310.066.045 to cover the \$146,000 cost for the multiple park's play areas design work (Attachment 2). There is \$27,000 funds available in the 2017 Kiddie Park Play Eq. Capital Budget Project # 310.070 to cover the \$25,525 cost for the Kiddie Park play areas design work (Attachment 3).

### **Recommendation**

Staff recommends that Council approve the Consultant Services Contract with The LA Studio LLC for design services for Des Moines play areas designs.



## **CONSULTANT SERVICES CONTRACT between the City of Des Moines and**

### **The LA Studio LLC**

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and The LA Studio LLC organized under the laws of the State of Washington, located and doing business at 15200 52<sup>nd</sup> Avenue South Suite 210, Seattle, WA 98188 (hereinafter the "Consultant").

#### **I. DESCRIPTION OF WORK.**

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

See attached Exhibit "A" – Consultant Cover Letter, Consultant Scope and Fee Proposal, Consultant Exhibits A, B & C, and Consultant 2017 Hourly Billing Schedule, dated November 9, 2017; which is incorporated into this contract.

**Note: No work shall begin on the Des Moines Beach Park design without prior written permission from the City Project Manager.**

Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

**II. TIME OF COMPLETION.** The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2018.

#### **III. COMPENSATION.**

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed **\$165,000.00** for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit "A" for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant 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.

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

**V. CHANGES.** The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Consultant determines, for any reason, that a change order is necessary, Consultant must submit a written change order request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Consultant 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 Consultant'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 Consultant on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Consultant shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Consultant fails to require a change order within the time specified in this paragraph, the Consultant waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Consultant disagrees with the equitable adjustment, the Consultant must complete the change order work; however, the Consultant may elect to protest the adjustment as provided in subsections A through E of Section VI, Claims, below.

The Consultant accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Consultant 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.

**VI. CLAIMS.** If the Consultant disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Consultant may file a claim as provided in this section. The Consultant 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 Consultant knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Consultant unless a

timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Consultant'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 Consultant's claim;
  2. The nature and circumstances that caused the claim;
  3. The provisions in this Contract that support the claim;
  4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
  5. An analysis of the progress schedule showing the schedule change or disruption if the Consultant is asserting a schedule change or disruption.
- B. Records. The Consultant 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 Consultant'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. Consultant's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Consultant 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 Consultant completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

**VII. LIMITATION OF ACTIONS.** CONSULTANT MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONSULTANT'S ABILITY

TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

**VIII. TERMINATION.** Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

**IX. DISCRIMINATION.** In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor 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.

**X. INDEMNIFICATION.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'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 Contract.

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

**No Limitation.** Consultant's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Consultant to the coverage

provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**A. Minimum Scope of Insurance.** Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**Minimum Amounts of Insurance:** Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**B. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

**XII. EXCHANGE OF INFORMATION.** The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Contract.

**XIII. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.** Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

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

**XV. WORK PERFORMED AT CONSULTANT'S RISK.** Consultant 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 Consultant's own risk, and Consultant 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.

**XVI. MISCELLANEOUS PROVISIONS.**

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

B. Resolution of Disputes and Governing Law.

1. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted

under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. **Applicable Law and Jurisdiction.** This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section X of this Contract.

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

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

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

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

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

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

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

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

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

<p><b>CONSULTANT:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____  <i>(Title)</i></p> <p>DATE: _____</p>	<p><b>CITY OF DES MOINES:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: <u>Michael Matthias</u>              Its <u>City Manager</u>  <i>(Title)</i></p> <p>DATE: _____</p> <p style="text-align: right;">Approved as to form:              _____              City Attorney</p> <p style="text-align: right;">DATE: _____</p>
<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CONSULTANT:</b></p> <p><b>Melvin R. Easter</b>  <b>The LA Studio LLC</b>  <b>15200 52nd Avenue South Suite 210</b>  <b>Seattle, WA 98188</b>  <b>(206) 204-0507 (telephone)</b>  <a href="mailto:mele@thelastudio.net">mele@thelastudio.net</a> (e-mail)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p><b>Scott J. Romano</b>  <b>City of Des Moines</b>  <b>21650 11th Avenue South</b>  <b>Des Moines, WA 98198</b>  <b>(206) 870-6539 (telephone)</b>  <a href="mailto:sromano@desmoineswa.gov">sromano@desmoineswa.gov</a> (e-mail)</p>

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



the **LAstudio** LLC

land planning  
landscape architecture  
land entitlement

November 9, 2017

Patrice Thorell, Director  
Scott Romano, Project Manager  
City of Des Moines  
21630 11<sup>th</sup> Avenue South, Suite A  
Des Moines, WA 98198

RE: **DES MOINES PLAY AREAS DESIGN PROJECT – Des Moines, WA**  
Landscape Architectural/Civil Engineering/Land Surveying Services

Our Project #: LA1715

Patrice/Scott,

Please accept this cover letter and attachments as our final scope of work and fee proposal for the above referenced Park Play Areas Design Project. It is our understanding this package will be presented to the Des Moines City Council for review and approval. Our team; The LA Studio, LLC, The Blueline Group LLC and Axis Surveying and Mapping are thrilled to have been selected to assist the City of Des Moines with renovation of these (7) park properties. The park sites included in our scope of work are:

- a. Cecil Powell Park
- b. Des Moines Beach Park
- c. Field House Park
- d. Kiddie Park
- e. Steven J. Underwood Park
- f. Westwood Park
- g. Wooton Park

Please see attached Exhibit A for Scope of work and Proposed Fees; Exhibit B for a Fee Summary of all park properties; and Exhibit C for Proposal Assumptions and Understandings. We look forward to working with the City of Des Moines staff and community to bring these park play areas to a quality-level that will encourage additional usage and create "destination" recreation facilities for the City of Des Moines Park system.

Sincerely,

**The LA Studio, LLC**

Melvin R. Easter, PLA ASLA  
Landscape Architect / President

Attachments: Exhibit A - Scope of Work and Proposed Fees  
Exhibit B - Fee Summary  
Exhibit C - Assumptions and Understandings

15200 52nd Avenue South  
Suite 210  
Seattle, Washington 98188  
206.204.0507

[www.thelastudio.net](http://www.thelastudio.net)



EXHIBIT A (Cont)

Scope of Work &amp; Proposed Fees – 11/9/2017

**B. Design, Construction and Bid Documents****1. CECIL POWELL PARK – 1300 South 250<sup>th</sup> Street**

<u>Consultant</u>	<u>Task</u>	<u>Fee</u>
The Blueline Group/ Axis Surveying & Mapping (Civil Engineer/Surveyor)	Provide LIDAR surveys with property boundaries and contours. Supplement as appropriate by Axis or Blueline with the City-provided hard copies of "old" plans (between 2000 and 2010) as available. Obtain additional field shots, either for ADA purposes, in areas of tree cover, etc. Prepare Electronic (AutoCAD) Base Plan Prepare Preliminary and Final Grading, TESC and Drainage Plans Coordination with Landscape Architect	<u>\$2,500.00</u>
The LA Studio, LLC (Landscape Architect)	<u>DESIGN – 30% Documents</u> Coordination with Surveyor & Civil Engineer Create (Electronic) Park Base Plan Play Equipment Selections Develop Play Area Concept(s), ADA Access, Site Furnishings Meeting with City Staff to Present Park Design Concept(s) Based on City Feedback, Finalize Play Area & ADA Access Design Prepare a Preliminary "Opinion of Probable Cost" Overall Project Management - Consultant & City Coordination Submit 30% Plans for City Review & Comment	<u>\$4,000.00</u>
	<u>CONSTRUCTION DOCUMENTS – 90% and FINAL</u> Based on City 30% Review, Prepare Final Layout Plan(s) Prepare Site Construction Details (Edging, Furniture, Paving, Fencing) Final Coordination with Civil Engineer Prepare Preliminary Specifications Prepare Final "Opinion of Probable Cost" & Draft Specifications Overall Project Management - Consultant & City Coordination Prepare and Submit 90% Documents for Final City Review Plan Revisions in Response to 90% Review Prepare and Submit Final (100%) Documents, incl. Specifications	<u>\$6,000.00</u>
Reimbursable Expenses		\$ 400.00
<b>Sub-Total</b>		<b>\$12,900.00</b>

EXHIBIT A (Cont)

Scope of Work &amp; Proposed Fees – 11/9/2017

**B. Design, Construction and Bid Documents – Design Only (30%)****2. DES MOINES BEACH PARK – 22030 Cliff Avenue South**

<u>Consultant</u>	<u>Task</u>	<u>Fee</u>
The Blueline Group/ Axis Surveying & Mapping (Civil Engineer/Surveyor)	Provide LIDAR surveys with property boundaries and contours. Supplement as appropriate by Axis or Blueline with the City-provided hard copies of "old" plans (between 2000 and 2010) as available. Obtain additional field shots, either for ADA purposes, in areas of tree cover, etc. Prepare Electronic (AutoCAD) Base Plan	<u>\$ 3,000.00</u>
The LA Studio, LLC (Landscape Architect)	<u>DESIGN – 30% Documents</u> Coordination with Surveyor Create (Electronic) Entry/Promontory Base Plan Develop Design Concept(s) for new Park Entry & Gateway - Water Play, Water Feature(s), Sculpture/Art Pieces, Paving, Furnishings, Lighting, Overhead Structure(s), ADA Access, etc. Meeting with City Staff to Present Design Concept(s) Based on City Feedback, Finalize Entry/Promontory Design Prepare a Preliminary "Opinion of Probable Cost" Overall Project Management - Consultant & City Coordination Submit 30% Plans for City Review & Comment	<u>\$15,000.00</u>
Reimbursable Expenses		\$ 900.00
<b>Sub-Total</b>		<b>\$18,900.00</b>

EXHIBIT A (Cont)

Scope of Work &amp; Proposed Fees – 11/9/2017

**B. Design, Construction and Bid Documents****3. FIELD HOUSE PARK – 1000 South 220<sup>th</sup> Street**

<u>Consultant</u>	<u>Task</u>	<u>Fee</u>
The Blueline Group/ Axis Surveying & Mapping (Civil Engineer/Surveyor)	Provide LIDAR surveys with property boundaries and contours. Supplement as appropriate by Axis or Blueline with the City-provided hard copies of "old" plans (between 2000 and 2010) as available. Obtain additional field shots, either for ADA purposes, in areas of tree cover, etc. Prepare Electronic (AutoCAD) Base Plan Coordination with Landscape Architect	<hr/> \$4,000.00
The LA Studio, LLC (Landscape Architect)	<u>DESIGN – 30% Documents</u> Coordination with Surveyor & Civil Engineer Create (Electronic) Park Base Plan (Use Robert Droll Documents Play Equipment Selections Develop Play Area Concept(s), ADA Access, Site Furnishings Meeting with City Staff to Present Park Design Concept(s) Based on City Feedback, Finalize Play Area & ADA Access Design Prepare a Preliminary "Opinion of Probable Cost" Overall Project Management - Consultant & City Coordination Submit 30% Plans for City Review & Comment	<hr/> \$5,500.00
	<u>CONSTRUCTION DOCUMENTS – 90% and FINAL</u> Based on City 30% Review, Prepare Final Layout Plan(s) Prepare Site Construction Details (Edging, Furniture, Paving, Fencing) Prepare Preliminary Specifications Prepare Final "Opinion of Probable Cost" & Draft Specifications Overall Project Management - Consultant & City Coordination Prepare and Submit 90% Documents for Final City Review Plan Revisions in Response to 90% Review Prepare and Submit Final (100%) Documents, incl. Specifications	<hr/> \$10,500.00
Reimbursable Expenses		\$ 700.00
<b>Sub-Total</b>		<b>\$20,700.00</b>



EXHIBIT A (Cont)

Scope of Work & Proposed Fees – 11/9/2017

**B. Design, Construction and Bid Documents**

**4. KIDDIE PARK – 21<sup>ST</sup> Avenue South and South 230<sup>th</sup> Street**

<u>Consultant</u>	<u>Task</u>	<u>Fee</u>
The Blueline Group/ Axis Surveying & Mapping (Civil Engineer/Surveyor)	Provide LIDAR surveys with property boundaries and contours. Supplement as appropriate by Axis or Blueline with the City-provided hard copies of "old" plans (between 2000 and 2010) as available. Obtain additional field shots, either for ADA purposes, in areas of tree cover, etc. Prepare Electronic (AutoCAD) Base Plan Prepare Preliminary and Final Grading, TESC and Drainage Plans Prepare Final ADA Access Walk Alignment (to New Play Equipment) Coordination with Landscape Architect	<hr/> \$5,000.00
The LA Studio, LLC (Landscape Architect)	<u>DESIGN – 30% Documents</u> Coordination with Surveyor & Civil Engineer Create (Electronic) Park Base Plan Play Equipment Selections – NO SLIDES Develop Play Area Concept(s), ADA Access, Site Furnishings Meeting with City Staff to Present Park Design Concept(s) Based on City Feedback, Finalize Play Area & ADA Access Design Prepare a Preliminary "Opinion of Probable Cost" Overall Project Management - Consultant & City Coordination Submit 30% Plans for City & CDBG Review & Comment	<hr/> \$7,000.00
	<u>CONSTRUCTION DOCUMENTS – 90% and FINAL</u> Based on City 30% Review, Prepare Final Layout Plan(s) Prepare Site Construction Details (Edging, <b>Signage</b> , Paving, Fencing) Irrigation Design Modifications Demolish and Restore Existing Play Area Prepare Preliminary Specifications Prepare Final "Opinion of Probable Cost" & Draft Specifications Overall Project Management - Consultant & City Coordination Submit 60% Plans for City & CDBG Review & Comment Plan Revisions in Response to 60% Review Prepare and Submit 90% Documents for Final City & CDBG Review Plan Revisions in Response to 90% Review Prepare and Submit Final (100%) Documents, incl. Specifications	<hr/> \$11,500.00
Reimbursable Expenses		\$ 700.00
<b>Sub-Total</b>		<b>\$24,200.00</b>



EXHIBIT A (Cont)

Scope of Work & Proposed Fees – 11/9/2017

**B. Design, Construction and Bid Documents**

**5. STEVEN J. UNDERWOOD PARK – 1300 South 250<sup>th</sup> Street**

<u>Consultant</u>	<u>Task</u>	<u>Fee</u>
The Blueline Group/ Axis Surveying & Mapping (Civil Engineer/Surveyor)	Provide LIDAR surveys with property boundaries and contours. Supplement as appropriate by Axis or Blueline with the City-provided hard copies of "old" plans (between 2000 and 2010) as available. Obtain additional field shots, either for ADA purposes, in areas of tree cover, etc. Prepare Electronic (AutoCAD) Base Plan Prepare Preliminary and Final Grading, TESC and Drainage Plans Prepare Drainage Report & Assist with SEPA Prepare Final ADA Access – 6' Wide Asphalt Trail Coordination with Landscape Architect	<hr/> \$ 10,500.00
The LA Studio, LLC (Landscape Architect)	<u>DESIGN – 30% Documents</u> Coordination with Surveyor & Civil Engineer Create (Electronic) Park Base Plan Play Equipment Selections /Safety Netting Develop Play Area Concept(s), Picnic Shelter, Site Furnishings Meeting with City Staff to Present Park Design Concept(s) Based on City Feedback, Finalize Play Area & ADA Access Design Prepare a Preliminary "Opinion of Probable Cost" Overall Project Management - Consultant & City Coordination Submit 30% Plans for City Review& Comment	<hr/> \$ 9,000.00
	<u>CONSTRUCTION DOCUMENTS – 90% and FINAL</u> Based on City 30% Review, Prepare Final Layout Plan(s) Prepare Site Construction Details (Shelter, Edging, Paving) Irrigation Design Modifications – INCLUDED Prepare Preliminary Specifications Prepare Final "Opinion of Probable Cost" & Draft Specifications Overall Project Management - Consultant & City Coordination Prepare and Submit 90% Documents for Final City Review Plan Revisions in Response to 90% Review Prepare and Submit Final (100%) Documents, incl. Specifications	<hr/> \$18,000.00
Reimbursable Expenses		\$ 900.00
<b>Sub-Total</b>		<b>\$38,400.00</b>

EXHIBIT A (Cont)

Scope of Work &amp; Proposed Fees – 11/9/2017

**B. Design, Construction and Bid Documents****6. WESTWOOD PARK – 6<sup>th</sup> Avenue South and South 192<sup>nd</sup> Street**

<u>Consultant</u>	<u>Task</u>	<u>Fee</u>
The Blueline Group/ Axis Surveying & Mapping (Civil Engineer/Surveyor)	Provide LIDAR surveys with property boundaries and contours. Supplement as appropriate by Axis or Blueline with the City-provided hard copies of "old" plans (between 2000 and 2010) as available. Obtain additional field shots, either for ADA purposes, in areas of tree cover, etc. Prepare Electronic (AutoCAD) Base Plan Prepare Final ADA Access Coordination with Landscape Architect	<hr/> \$2,500.00
The LA Studio, LLC (Landscape Architect)	<u>DESIGN – 30% Documents</u> Coordination with Surveyor & Civil Engineer Create (Electronic) Park Base Plan Play Equipment Selections/New Drinking Fountain Develop Play Area Concept(s), ADA Access, Site Furnishings Meeting with City Staff to Present Park Design Concept(s) Based on City Feedback, Finalize Play Area & ADA Access Design Prepare a Preliminary "Opinion of Probable Cost" Overall Project Management - Consultant & City Coordination Submit 30% Plans for City Review & Comment	<hr/> \$4,000.00
	<u>CONSTRUCTION DOCUMENTS – 90% and FINAL</u> Based on City 30% Review, Prepare Final Layout Plan(s) Prepare Site Construction Details (Edging, Furniture, Paving, Fencing) Final Coordination with Civil Engineer Prepare Preliminary Specifications Prepare Final "Opinion of Probable Cost" & Draft Specifications Overall Project Management - Consultant & City Coordination Prepare and Submit 90% Documents for Final City Review Plan Revisions in Response to 90% Review Prepare and Submit Final (100%) Documents, incl. Specifications	<hr/> \$5,500.00
Reimbursable Expenses		\$ 400.00
<b>Sub-Total</b>		<b>\$12,400.00</b>



EXHIBIT A (Cont)

Scope of Work & Proposed Fees – 11/9/2017

**B. Design, Construction and Bid Documents**

**7. WOOTON PARK – 28202 9<sup>th</sup> Avenue South (Redondo)**

<u>Consultant</u>	<u>Task</u>	<u>Fee</u>
The Blueline Group/ Axis Surveying & Mapping (Civil Engineer/Surveyor)	Provide LIDAR surveys with property boundaries and contours. Supplement as appropriate by Axis or Blueline with the City-provided hard copies of "old" plans (between 2000 and 2010) as available. Obtain additional field shots, either for ADA purposes, in areas of tree cover, etc. Prepare Electronic (AutoCAD) Base Plan Prepare Preliminary and Final Grading, TESC and Drainage Plans Prepare Final ADA Access Coordination with Landscape Architect	<hr/> \$6,000.00
The LA Studio, LLC (Landscape Architect)	<u>DESIGN – 30% Documents</u> Coordination with Surveyor & Civil Engineer Create (Electronic) Park Base Plan Play Equipment Selections Remove Horseshoe Pits, Replace with Bocce Ball Develop Play Area Concept(s), Gazebo Replacement, Site Furnishings Meeting with City Staff to Present Park Design Concept(s) Based on City Feedback, Finalize Play Area, ADA Access & Gazebo Prepare a Preliminary "Opinion of Probable Cost" Overall Project Management - Consultant & City Coordination Submit 30% Plans for City Review & Comment	<hr/> \$6,000.00
	<u>CONSTRUCTION DOCUMENTS – 90% and FINAL</u> Based on City 30% Review, Prepare Final Layout Plan(s) Prepare Site Construction Details (Shelter, Edging, Paving) Repair or Replace (2) Drinking Fountains Prepare Preliminary Specifications Prepare Final "Opinion of Probable Cost" & Draft Specifications Overall Project Management - Consultant & City Coordination Prepare and Submit 90% Documents for Final City Review Plan Revisions in Response to 90% Review Prepare and Submit Final (100%) Documents, incl. Specifications	<hr/> \$9,000.00
Reimbursable Expenses		\$ 900.00
<b>Sub-Total</b>		<b>\$21,900.00</b>



EXHIBIT A (Cont)

Scope of Work & Proposed Fees – 11/9/2017

**C. Unassigned Services Reserve (Allowance)**

<u>Consultant</u>	<u>Task</u>	<u>Fee</u>
All	This task provides for unanticipated services deemed to be necessary during the course of the Project that are not specifically identified in the scope of work tasks defined above. Any additional work or funds under this item are not to be used unless explicitly authorized by the City.	
	<b>Deliverables:</b> None yet identified.	
		<b><u>\$5,000.00</u></b>



## EXHIBIT B

Fee Summary – November 9, 2017

**DES MOINES PLAY AREAS DESIGN PROJECT – Des Moines, WA**

	<u>Base Fee</u>	<u>Reimbursables</u>
<b>A. Community Meeting &amp; City Council Presentations</b>		
The LA Studio, LLC	\$10,000.00	
	<b>\$10,000.00</b>	\$ 600.00
<b>B. Design, Construction and Bid Documents</b>		
<b>1. Cecil Powell Park</b>		
The Blueline Group/ Axis Surveying & Mapping	\$ 2,500.00	
The LA Studio, LLC	\$10,000.00	
	<b>\$12,500.00</b>	\$ 400.00
<b>2. Des Moines Beach Park (30% Design Only)</b>		
The Blueline Group/ Axis Surveying & Mapping	\$ 3,000.00	
The LA Studio, LLC	\$15,000.00	
	<b>\$18,000.00</b>	\$ 900.00
<b>3. Field House Park</b>		
The Blueline Group/ Axis Surveying & Mapping	\$ 4,000.00	
The LA Studio, LLC	\$16,000.00	
	<b>\$20,000.00</b>	\$ 700.00
<b>4. Kiddie Park</b>		
The Blueline Group/ Axis Surveying & Mapping	\$ 5,000.00	
The LA Studio, LLC	\$18,500.00	
	<b>\$23,500.00</b>	\$ 700.00
<b>5. Steve J. Underwood Park</b>		
The Blueline Group/ Axis Surveying & Mapping	\$10,500.00	
The LA Studio, LLC	\$27,000.00	
	<b>\$37,500.00</b>	\$ 900.00
<b>6. Westwood Park</b>		
The Blueline Group/ Axis Surveying & Mapping	\$ 2,500.00	
The LA Studio, LLC	\$ 9,500.00	
	<b>\$12,000.00</b>	\$ 400.00
<b>7. Wooton Park</b>		
The Blueline Group/ Axis Surveying & Mapping	\$ 6,000.00	
The LA Studio, LLC	\$15,000.00	
	<b>\$21,000.00</b>	\$ 900.00
<b>C. Unassigned Services Reserve (Allowance)</b>	<b>\$5,000.00</b>	



EXHIBIT B (Cont)

Fee Summary – November 9, 2017

**Fee Totals:**

Base Fee Amount	\$154,500.00
Unassigned Services Reserve	\$ 5,000.00
Reimbursable Expenses:	\$ 5,500.00
<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$165,000.00</b>

**Total Fees Per Team Member**

The Blueline Group /Axis Surveying & Mapping	\$ 33,500.00
The LA Studio, LLC	\$121,000.00
<b>Total:</b>	<b>\$154,500.00</b>



## EXHIBIT C

Proposal Assumptions and Understandings – November 9, 2017

### **DES MOINES PLAY AREAS DESIGN PROJECT – Des Moines, WA**

1. Full field Surveys are NOT anticipated for any Park Sites.
2. Bidding and Construction Administration services are EXCLUDED from this proposal. Our team will happily provide a separate proposal for those services at the appropriate future date.
3. All (7) parks will be designed concurrently through 100% Final construction/ bid documents, with the exception of Des Moines Beach Park which will end at 30% Design.
4. All (7) park designs will be presented at one (1) public meeting after 30% Design is complete.
5. All (7) park designs will be presented to the City Council at two separate council meetings - after 30% Design and following 60% Construction Documents.
6. Assumes one basic specification book will be created for the (6) park sites. The Kiddie Park Spec Book will be unique due to CDBG funding requirements.
7. Assumes our team will NOT be participating in any grant funding application processes.
8. Proposal EXCLUDES any impacts to completed Construction Documents as a result of RCO Grants, REET funds, CDBG Funds or any other funding programs.
9. Preparation of Drainage Reports (except Steven J Underwood Park) has been EXCLUDED from the scope of services.
10. SWPPP and NPDS documentation is NOT anticipated in this proposal.
11. SEPA (may be required for Steven J. Underwood Park), HPA, Army Corp, Shoreline Substantial Development Permit or other environmental permitting has been EXCLUDED from this proposal.



## 2017 Hourly Billing Schedule

Title	Rate Per Hour
Principal Landscape Architect	\$130
Director of Landscape Architecture	\$110 - \$125
Project Manager	\$105 - \$120
Project Landscape Architect	\$75 - \$95
Landscape Designer	\$70 - \$80
Landscape Designer (Intern)	\$55 - \$65
Technical/Support Staff	\$50 - \$60

The following expenses are considered reimbursable and will be included in the monthly invoice:

- Miscellaneous office costs - printing, long distance phone calls, fax transmissions, etc.;
- Maps and other documents purchased to assist with the planning and design process;
- Expert Witness Rate shall be 125% of the Principal billing rate.
- Outside reproductions will be billed at cost plus a 10 % markup;
- Automobile travel from the office will be billed at the current IRS rate;
- Miscellaneous travel costs such as airfare, hotels, automobile rental, meals, etc. will be billed at cost plus a 10% markup.

In-House Reproductions are billed at the following rates:

8 ½ x 11 – B&W:	\$ .10 each
8 ½ x 11 – Color:	\$ .75 each
11 x 17 – B&W:	\$ .20 each
11 x 17 – Color:	\$1.25 each
Large Format – B & W:	\$ .45/square foot
Large Format – Color:	\$ 3.50/square foot
Reductions/Enlargements:	\$ .85/square foot
Mounting:	\$ 4.50/square foot

15200 52nd Avenue South  
Suite 210  
Seattle, Washington 98188  
206.204.0507

[www.thelastudio.net](http://www.thelastudio.net)

Project Title: Park Equipment Master Design

Project # 310.066.045

Summary Project Description:

TOTAL PROJECT SCOPE				PROJECT ALLOCATIONS BY YEAR								
Expenditures	11/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/16	Project To Date 10/31/2017	2017 Year to Date 10/31/2017	2017 Remaining	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
<b>Design</b>												
External Engineering - LA Studio	15,000	(15,000)	-	-	-	-	-	-	-	-	-	-
Internal Engineering/Project Mgmt		-	-	-	-	-	-	-	-	-	-	-
<b>Prop/ROW/Easements</b>												
<b>Construction</b>												
External Engineering	-	-	-	-	-	-	-	-	-	-	-	-
Internal Engr-Proj Mgmt/ Inspect	5,000	(5,000)	-	-	-	-	-	-	-	-	-	-
Construction Contract	120,000	(120,000)	-	-	-	-	-	-	-	-	-	-
Const Contract 1 - Contract Contingency		-	-	-	-	-	-	-	-	-	-	-
<b>Other</b>												
Interfund Financial Services	1,550	(1,550)	-	-	-	-	-	-	-	-	-	-
Field House Playground - Non-Capitalizable Services		22,965	22,965	-	-	-	22,965	22,965	-	-	-	-
Cecil Powell Play Equipment - Non-Capitalizable Services		15,267	15,267	-	-	-	15,267	15,267	-	-	-	-
Westwood Play Equipment - Non-Capitalizable Services		14,667	14,667	-	-	-	14,667	14,667	-	-	-	-
Wooton Park - Non-Capitalizable Services		24,517	24,517	-	-	-	24,517	24,517	-	-	-	-
Des Moines Beach Park Play Equipment - Non-Capitalizable Services		22,167	22,167	-	-	-	22,167	22,167	-	-	-	-
SJU Play Equipment - Non-Capitalizable Services		41,417	41,417	-	-	-	41,417	41,417	-	-	-	-
Individual Items < \$5,000		-	-	-	-	-	-	-	-	-	-	-
Non-Capitalizable Services		-	-	-	836	836	(836)	-	-	-	-	47
Contingencies	15,450	(10,450)	5,000	-	-	-	5,000	5,000	-	-	-	-
<b>Total Project Expense Budget:</b>	<b>157,000</b>	<b>(11,000)</b>	<b>146,000</b>	<b>-</b>	<b>836</b>	<b>836</b>	<b>145,164</b>	<b>146,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Funding Sources</b>	<b>1/1/17 Current CIP Budget</b>	<b>2017 CIP Supplemental Request</b>	<b>2017 Revised CIP Budget Estimate</b>	<b>Project to Date 12/31/16</b>	<b>Project to Date 10/31/2017</b>	<b>2017 YTD 10/31/2017</b>	<b>2017 Remaining</b>	<b>Scheduled Year 2017</b>	<b>Scheduled Year 2018</b>	<b>Scheduled Year 2019</b>	<b>Scheduled Year 2020</b>	<b>Scheduled Year 2021</b>
REET 2	157,000	(11,000)	146,000	-	836	836	145,164	146,000	-	-	-	-
Local Grants (County, Etc.)	-	-	-	-	-	-	-	-	-	-	-	-
State of Washington (Unconfirmed)	-	-	-	-	-	-	-	-	-	-	-	-
Private Contributions	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Project Revenue Budget:</b>	<b>157,000</b>	<b>(11,000)</b>	<b>146,000</b>	<b>-</b>	<b>836</b>	<b>836</b>	<b>145,164</b>	<b>146,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Project Title: Kiddie Park Play Eq.

Project # 310.070

Summary Project Description:

GL Account Number

310.070.045.594.76.65.10

310.067.045.594.76.65.12

310.070.045.594.76.65.33

310.070.045.594.76.65.80

310.070.045.594.76.65.90

TOTAL PROJECT SCOPE			
Expenditures	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
<b>Design</b>			
External Engineering	27,000	(2,800)	24,200
Internal Engineering/Project Mgmt.		2,800	2,800
<b>Prop/ROW/Easements</b>			
<b>Construction</b>			
Construction Contract	100,000	4,000	104,000
<b>Other</b>			
Interfund Financial Services		-	-
<b>Contingencies</b>	11,000	-	11,000
<b>Total Project Expense Budget:</b>	<b>138,000</b>	<b>4,000</b>	<b>142,000</b>

PROJECT ALLOCATIONS BY YEAR								
Project to Date 12/31/16	Project To Date 10/31/2017	2017 Year to Date 10/31/2017	2017 Remaining	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
-	-	-	24,200	24,200				
-	-	-	2,800	2,800				
-	-	-	-	-	104,000			
-	-	-	-	-				
-	-	-	-	-				
-	-	-	-	-	11,000			
-	-	-	27,000	27,000	115,000			

Funding Source

/Transfers

310.070.302.397.00.00.00

310.070.000.333.14.21.84

Funding Sources	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
REET 2	27,000	-	27,000
Federal Grants CDBG	111,000	4,000	115,000
<b>Total Project Revenue Budget:</b>	<b>138,000</b>	<b>4,000</b>	<b>142,000</b>

Project to Date 12/31/16	Project to Date 10/31/2017	2017 YTD 10/31/2017	2017 Remaining	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021
-	-	-	27,000	27,000				
-	-	-	-	-	115,000			
-	-	-	27,000	27,000	115,000			

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

SUBJECT: Transportation Management Services  
Consultant Contract – Special Project Manager

ATTACHMENTS:

1. Proposed Leonard D. Madsen, AICP Professional Services Contract
2. City of Des Moines Adopted CIP worksheet: S. 216<sup>th</sup> Street Segment 3
3. City of Des Moines 2018 One-Time Expenditures summary

FOR AGENDA OF: November 30, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: November 15, 2017

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DJS

- Legal DLG
- Finance N/A
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

### Purpose and Recommendation

The purpose of this agenda item is to request Council approval on a new agreement with Leonard D. Madsen for professional transportation management services to the City to assist in managing right of way acquisition and final design of the S. 216<sup>th</sup> Street, Segment 3 Improvements. Subject to available funding, he will also continue to provide oversight of the right of way acquisition process in the City of Des Moines for the Sound Transit Federal Way Link Extension (FWLE) light rail work. He will also assist the City with implementation and evaluation of the King County Metro Community Connections Pilot Project (Metro Community Connections). The contract agreement is proposed herein as Attachment 1. The following motion will appear on the consent calendar:

### Suggested Motion

**Motion:** “I move to approve the contract with Leonard D. Madsen, ACIP and authorize the City Manager to sign the contract substantially in the form as submitted, at a not-to-exceed cost of \$119,400.”

## **Background**

Mr. Madsen successfully served as the special transportation project manager for the complex Transportation Gateway Project involving improvements to S. 216<sup>th</sup> Street and 24<sup>th</sup> Avenue S. In 2017, he assisted the City in completing preliminary design and environmental permitting of the last segment of S. 216<sup>th</sup> Street (Segment 3) between 20<sup>th</sup> Avenue S. and 11<sup>th</sup> Avenue S. He assisted the City in securing the Metro Transit Community Connections pilot project in 2017 providing improved mobility between the downtown Marina District and the Angle Lake Link Station including the S. 216<sup>th</sup> Street, Segment 3 corridor. He also helped coordinate review of the Sound Transit FWLE, including the start of the right of way acquisition phase and oversaw preliminary design of the Marine View Drive/S. 240<sup>th</sup> Street Roundabout.

## **Discussion**

Conditions which led to the need for this contract are based upon the complex scope and nature of a major element of the 2018 Capital Improvement Program for S. 216<sup>th</sup> Street, Segment 3 that is phased for right of way acquisition and advertising for construction in 2018. In addition the City needs project management services to oversee right of way acquisition for Sound Transit's FWLE project as well as 2018 implementation of the Metro Community Connections project. These tasks are described below:

- South 216<sup>th</sup> Street Improvement – Segment 3 (11<sup>th</sup> Avenue S to 20<sup>th</sup> Avenue S) is planned to be widened, adding a left turn lane, medians, bicycle lanes, sidewalks, transit stops, drainage facilities, undergrounding utilities and other related improvements (see CIP, Attachment 2). Under contract in 2017, Mr. Madsen assisted the City in managing an engineering contract resulting in a design report for the project and recommendations for final design, right of way and construction. He also assisted the City in preparation of environmental and technical reports as well as coordinated public and property owner participation in the project.

S. 216<sup>th</sup> Street project management activities under this agreement will involve oversight of the right-of-way acquisition phase including Council acceptance of deeds and easements from individual property owners required for project. Construction agreements with utilities will also be presented for Council approval. Additional coordination activities will include review of final plans, specifications and estimates prepared by the consulting engineer. Key to implementation will be seeking approval from the Transportation Improvement Board (TIB) to advertise the project for construction. Construction engineering and construction contracts will require City Council approval in 2018/2019. Subject to mutual approval of a supplemental agreement, Mr. Madsen may assist in overseeing construction engineering and construction in 2019. Construction is expected to be substantially complete in 2019.

- FWLE: Staff assistance for the FWLE is intended to be fully funded by Sound Transit and the City requires project management services to oversee Sound Transit's right of way acquisition, relocation and RFP process. Mr. Madsen has experience in the acquisition of right of way for federally funded projects and will help develop agreements with Sound Transit to ensure that vacant properties are adequately managed as well as manage impacts on City properties. Scheduling of this work is subject to the outcome of negotiations with Sound Transit.
- Metro Community Connections Pilot Project: This two year pilot project is scheduled for implementation and evaluation in 2018 serving a corridor between the Angle Lake Station, the

Des Moines Creek Business Park and the downtown Marina District. Three major elements are proposed as part of this project including a peak period shuttle linking the Angle Lake Station to the Marina District, a van share program linking City employees to the Kent Sounder station and a “midday your way” program to provide midday service to the corridor for those relying on transit. City coordination with Metro is required to ensure that the project is implemented consistent with local stakeholders expectations. Council has approved \$15,000 out of one-time expenditures in the 2018 budget (see Attachment 3) to fund this effort.

Time is of the essence given the funding sources and imminent development. Upon completion of design and clearing of necessary right away, staff believes the City will be in a position to rapidly execute a S. 216<sup>th</sup> Street, Segment 3 construction contract prior to the 2019 construction window. The term of the contract with Mr. Madsen will be January 1, 2018 to December 31, 2018. Extension of this contract is dependent upon the outcome of work.

Staff resources need to be augmented in order to manage this complex effort. Mr. Madsen has extensive experience in managing capital projects for King County Metro and the City of Des Moines and very skilled at obtaining meaningful citizen participation in the design and implementation process. Mr. Madsen performed well under his professional services contract managing the 16<sup>th</sup> Avenue S project which was completed in December 31, 2008. He contracted with the City to manage the complex Transportation Gateway project in 2009 with completion of work on December 16, 2016 and his work exceeded expectations. He successfully initiated and completed relevant work in his 2017 contract including securing the Metro Community Connections project. This professional services contract approach is preferred by Mr. Madsen as he is on the MSRC small works roster for the City of Des Moines. He is a member of the American Institute of Certified Planners and the American Institute of Traffic Engineers. He is also a retired PERS 1 employee familiar with Federal State and local government decision making. The City also must follow personnel rules regarding positions which are potentially PERS-eligible and staff determined that Mr. Madsen meets independent contractor criteria. He is available.

Mr. Madsen has proven professional experience in coordinating in all phases of preliminary design, design, right-of-way, construction and construction management needed for these projects. It is anticipated that activity levels will vary weekly, but this work will average 24 hours per week over the duration of the contract.

### **Financial Impact**

The costs for this contract can be accommodated from the 2018 capital (Attachment 2) and operating budget for the City projects identified above. The City received a Washington State Transportation Improvement Board grant to advance the S. 216<sup>th</sup> Street, Segment 3 effort improvements with local matching funds. An agreement with Sound Transit to finance City coordination on the Federal Way Link Extension project will be secured to finance this this work. Work on the Sound Transit right of way coordination will not commence until the staffing agreement with Sound Transit for 2018 has been approved. Coordination for implementation and evaluation of the Metro Community Connections project will be financed through the City Manager’s operating budget (Attachment 3).

**Alternatives:**

The City Council may choose to reduce the scope or not implement this agreement. Probable impacts are S. 216<sup>th</sup> Street, Segment 3 project delay, loss of grant funding, and/or reduced City representation and interests in the outcome of the Sound Transit FWLE and Metro Community Connections projects.

**Recommendation**

Staff requests that Council approve the proposed motion.

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

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 2018 Capital Improvement Program and desires to advance engineering and eventually construction of improvements commonly known as the City of Des Moines S. 216<sup>th</sup> Street Improvements, Segment 3, as well as assist in the coordination of City of Des Moines right of way activities for the Sound Transit Federal Way Link Rail (FWLE) extension and implementation of the King County Metro Community Connections Pilot Project.

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, the 16<sup>th</sup> Avenue South Project Manager; special transportation project manager for the Transportation Gateway Project and S. 216<sup>th</sup> Street Segment 3 Preliminary Design.

WHEREAS, Mr. Madsen is an independent contractor and listed on the MSRC Small Works Roster for the City of Des Moines

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:

***I. Scope of Service.*** Mr. Madsen shall continue to serve as Special Transportation Project Manager for the Des Moines S. 216<sup>th</sup> Street Segment 3 Improvements. The work shall include coordination of work related design, right of way and construction of these capital improvement projects as well as coordination of agreements, consulting engineers, and construction management activities. He shall assist the City in coordination of right of way acquisition for this project in 2018. He will also assist the City in overseeing Sound Transit’s right of way activities for the Federal Way Link Extension (FWLE). Mr. Madsen shall also assist the City during implementation and evaluation of the King County Metro Community Connections Pilot project. All work shall be under the direction of Brandon Carver, Public Works Director, City of Des Moines.

**A. S. 216<sup>th</sup> Street Segment 3 Improvements from 11<sup>th</sup> Avenue to S. 20<sup>th</sup> Avenue S.**

This project is an element of the City of Des Moines Comprehensive Plan and CIP scheduled for design and construction in 2019.

- a. Mr. Madsen will continue assisting the City in overseeing professional engineering services agreement(s) for all phases of the above projects including design, PS&E, right of way acquisition and construction management. It is intended that this work proceed incrementally to scope and manage the work consistent with Council contract approval. A Design report was prepared in 2017 including several technical studies and environmental evaluation of the project. Mr. Madsen will prepare recommendations to the City Council to proceed with Right of Way (ROW) acquisition in 2018 subject to an approved ROW Plan.
- b. Mr. Madsen will assist the City in drafting and managing agreements with property owners, funding partners and utilities to advance the project(s) as necessary during design, right of way and construction phases.
- c. Mr. Madsen will assist the City in managing a communications strategy for the project including technical and utility stakeholder meetings, resident and property owner notices, updates to the WEB site and other means to engage the community in the design process.
- d. Provide recommendations for payment of invoices in excess of the signing authority provided herein.
- e. Provide monthly updates on the status of the project(s).
- f. Obligate City funds and reimburse expenditures not to exceed \$5,000 as provided above and consistent with the adopted budget.
- g. Preliminary Schedule:
  - o S. 216<sup>th</sup> St Segment 3: Design & ROW Plan Approval, 2017;
  - o Right of Way Acquisition, 2018;
  - o Construction, 2019

**B. Federal Way Link Extension Right of Way Coordination**

This is a Sound Transit project extending light rail from the Angle Lake Station through the City of Des Moines to a station near Highline Community College and south to the City of Federal Way. This work is subject to successful completion of a Staffing Agreement with Sound Transit for 2018. The project is scheduled to be constructed and open for operations in 2024. Mr. Madsen will perform the following tasks:

- a) Represent the City of Des Moines in coordinating Sound Transit Right of Way activities related to property acquisition and relocation consistent with the City's memorandum of understanding with Sound Transit.

- i) Represent the City in biweekly meetings with Sound Transit to develop project requirements for an RFP for the FWLE design/build contract.
- ii) Review and comment on transit way agreement and development agreements for the project
- b) Preliminary Schedule:
  - i) Right of Way Acquisition, Relocation and Construction Mitigation, 2017-2020
  - ii) Sound Transit RFP preparations 2017-2019
  - iii) Sound Transit/City of Des Moines Transitway Agreement 2017/2018

**C. King County Metro Alternative Services – Community Connections Pilot Project**

This is a demonstration project from King County Metro that would link the angle Lake Station to the downtown Marina district via the S. 216<sup>th</sup> St and 24<sup>th</sup> Avenue S. corridors (Segment 3 under design above). Mr. Madsen successfully assisted the City in securing approval of an application for this pilot project in 2017. This will be a two year demonstration project that will be implemented in 2018. In January, 2018, Mr. Madsen shall assist the City in developing a soft launch of the service coinciding with occupancy of the Des Moines Creek Business Park, FAA headquarters. Mr. Madsen shall work with KC Metro and a local stakeholders group to implement and evaluate the pilot project in 2018/2019.

**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 written changes and modifications agreed upon, the Contractor shall be paid one hundred dollars (\$100.00) per hour for direct and indirect costs and fees. The consultant is expected to work on average about 22 hours per week, although it is recognized that the work effort may fluctuate, unless modified by mutual agreement with the Engineering Services Manager. The total compensation paid under this contract shall not exceed \$119,400.00 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 1, 2018 to December 31, 2018. 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. Either party may terminate this contract with 2 weeks prior written notice.

**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 \$1,000,000, 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 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 four 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, four (4) identical counterparts of this Contract, each of which shall be deemed an original thereof, have been duly executed by the parties herein named, on the day and year first above written.

CITY OF DES MOINES

CONSULTANT

By \_\_\_\_\_  
Michael Matthias  
Its City Manager

\_\_\_\_\_  
Leonard D. Madsen, AICP

As authorized by the Des Moines City Council  
in open public session on November 30, 2017

Dated \_\_\_\_\_

Dated \_\_\_\_\_

APPROVED AS TO FORM:

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

**South 216th - Segment 3**

Project # **319.334**

Project Manager:  
 Lead Department:  
 Design Start Date:  
 Bid Opening:  
 Award:  
 Accepted by Council:  
 Retainage Released:

Est. Actual

**Summary Project Description:**  
 Widen roadway to provide center turn lane, bike lanes, curb, gutter and sidewalks between 11th Ave South and 19th Avenue South. If grant is unavailable then debt financing would be required or project schedule would need to be adjusted.

TOTAL PROJECT SCOPE			
Expenditures	1/1/17	2017 CIP	2017 Revised
	Current CIP Budget	Supplemental Request	CIP Budget Estimate
<b>Design</b>			
External Engineering	540,000	-	540,000
Internal Engineering/Project Mgmt	10,000	-	10,000
Other Professional Services - Len Madsen	80,000	-	80,000
<b>Prop/ROW/Easements</b>			
External Engineering	130,000	-	130,000
Other Professional Services - Len Madsen	30,000	-	30,000
<b>Construction</b>			
External Engineering	560,000	-	560,000
Internal Eng.-Proj Mgmt/ Inspect	30,000	-	30,000
Construction Contract 1	4,081,000	-	4,081,000
<b>Other</b>			
Interfund Financial Services	58,210	-	58,210
<b>Contingencies</b>	410,000	-	410,000
<b>Total Project Expense Budget:</b>	<b>5,929,210</b>	<b>-</b>	<b>5,929,210</b>

PROJECT ALLOCATIONS BY YEAR					
Project to Date	Estimated Year End	Planned Year	Planned Year	Planned Year	Planned Year
12/31/16	2017	2018	2019	2020	2021
-	457,750	82,250			
-	4,000	6,000			
-	55,000	25,000			
-		130,000			
-		30,000			
-			560,000		
-			30,000		
-			4,081,000		
-	3,350	3,650	51,210		
-			410,000		
-	520,100	276,900	5,132,210	-	-

Funding Sources	1/1/17	2017 CIP	2017 Revised
	Current CIP Budget	Supplemental Request	CIP Budget Estimate
Traffic Impact Fees - City Wide	2,771,965	-	2,771,965
TIB Grant	3,157,245	-	3,157,245
<b>Total Project Revenue Budget:</b>	<b>5,929,210</b>	<b>-</b>	<b>5,929,210</b>

Project to Date	Scheduled Year				
12/31/16	2017	2018	2019	2020	2021
-	283,970	111,878	2,376,117		
-	329,380	71,772	2,756,093		
-	613,350	183,650	5,132,210	-	-

**ONE-TIME REVENUES:**

➤ Red Light Running over \$1.5 million \$1,000,000

TOTAL ONE-TIME REVENUES

\$ 1,000,000

**ONE-TIME EXPENDITURES:**

➤ Communication consultant	\$ 15,000
➤ Legislative affairs consultant	10,000
➤ Metro loop consultant	15,000
➤ Communication software	10,000
➤ Pac Ridge SEPA consultant	250,000
➤ SWAT gear	12,000
➤ Police radios	54,775
➤ Public work radios	25,000
➤ Terra deep spike aerator	26,700
➤ Temporary Asst. Police Chief	195,960
➤ Temporary Court Clerk	72,515
➤ Transfer out to: Abatement fund	30,000
➤ Transfer out to CIP: Parking/event signs	50,000
➤ Transfer out to CIP: N Bulkhead	1,000,000
➤ Transfer out to CIP: Downtown alley improvements	393,650
➤ Transfer out to CIP: Arterial street calming	151,500
➤ Transfer out to CIP: Court security improvements	176,000
➤ Transfer out to CIP: Police security improvements	138,000

TOTAL ONE-TIME EXPENDITURES

\$ 2,626,100

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# AGENDA ITEM

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

SUBJECT: Contract Agreement with The Holmes Group, LLC (THG) for consulting services (Port Grant Phase II)

FOR AGENDA OF: November 30, 2017

DEPT. OF ORIGIN: City Manager's Office

ATTACHMENTS:

- 1. Consultant Services Contract

DATE SUBMITTED: November 20, 2017

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSB

- Legal TS
- Finance CP
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

### Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the draft Consultant Agreement with the Holmes Group, LLC (THG) to provide services to accomplish the Scope of Work attached to this item, focusing on financial feasibility and phasing options for Marina redevelopment.

### Suggested Motion

**Motion 1:** "I move to approve the draft Consultant Agreement with the Holmes Group, LLC, in an amount not to exceed \$61,000, for the purposes of providing consultant services for Marina redevelopment, and authorize the City Manager to sign the Agreement substantially in the form as attached."

**Background**

The Port of Seattle is funding the Economic Development Partnership Grant for the second year – Phase Two. The Port Commission created this program to support partnerships with King County’s cities. The “Economic Development Partnership Program” provides cities per capita funding to support economic development projects in their communities. The City of Des Moines previously applied for and received grant funding from this program in the Phase 1 round.

The grant is based on 2018 population for the City of Des Moines, which was 30,860. The Port will provide \$1 per capita, the terms of the grant require a 50% city match.

**Discussion**

In accordance with the terms of the Grant, the City intends to contract with THG, LLC to provide the following services:

The Consultant will complete Phase 2 of the Marina redevelopment work by assessing financial feasibility requirements, emphasizing sustainable development options and public/private partnerships. The elements of Phase 2 will be:

- a. Refine work on development concepts, updating work based on new information from the public outreach process, including the Community Open House conducted by the City on October 17, 2017 (summary to be provided by the City).
- b. Identify phasing options for Marina redevelopment and establish feasible design and feasible finance options.
- c. Present development phasing options and financial feasibility analysis to a City Council working session.

**Financial Impact**

The grant is based on 2017 population for the City of Des Moines, which was 30,860. The Port will provide \$1 per capita, therefore the City is eligible for a grant of \$30,500 (rounded off) requiring a 50% city match of \$15,250. The City has opted to match the grant at \$30,500 which is a 100% match to provide for a maximum grant expenditure of \$61,000.

The grant funds will be released on a cost reimbursement basis. The funds were included in the 2017 Adjusted Budget and will be transferred to the 2018 Operating Budget as the contract will begin in 2018.

**Recommendation**

The City Manager recommends approval of the Draft Agreement.

**Concurrence**

The City Attorney's Office, Harbormaster, Finance Department, and PBPW concur.



- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant 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.

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

**V. CHANGES.** The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Consultant determines, for any reason, that a change order is necessary, Consultant must submit a written change order request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Consultant 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 Consultant'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 Consultant on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Consultant shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Consultant fails to request a change order within the time specified in this paragraph, the Consultant waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Consultant disagrees with the equitable adjustment, the Consultant must complete the change order work; however, the Consultant may elect to protest the adjustment as provided in subsections A through E of Section VI, Claims, below.

The Consultant accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Consultant as provided in this section shall constitute Consultant's agreement to accept the adjustment, if any, and once paid, shall be a 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.

**VI. CLAIMS.** If the Consultant disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Consultant may file a claim as provided in this section. The Consultant 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 Consultant knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Consultant unless a

CONSULTANT SERVICES CONTRACT 2  
(Various)

timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Consultant'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 Consultant's claim;
  2. The nature and circumstances that caused the claim;
  3. The provisions in this Contract that support the claim;
  4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
  5. An analysis of the progress schedule showing the schedule change or disruption if the Consultant is asserting a schedule change or disruption.
- B. Records. The Consultant 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 Consultant'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. Consultant's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Consultant 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 Consultant completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

**VII. LIMITATION OF ACTIONS.** CONSULTANT MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONSULTANT'S ABILITY

TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

**VIII. TERMINATION.** Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

**IX. DISCRIMINATION.** In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor 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.

**X. INDEMNIFICATION.** Each party ("Indemnitor") shall defend, indemnify and hold the other party ("Indemnitee"), its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Indemnitor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Indemnitee.

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Indemnitor and the Indemnitee, its officers, officials, employees, and volunteers, the Indemnitor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Indemnitor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'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 Contract.

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

**No Limitation.** Consultant's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Consultant to the coverage  
CONSULTANT SERVICES CONTRACT 4  
(Various)

provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**A. Minimum Scope of Insurance.** Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**Minimum Amounts of Insurance:** Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

**B. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

**D. Verification of Coverage** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily

limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**XII. EXCHANGE OF INFORMATION.** The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Contract.

**XIII. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.** Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

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

**XV. WORK PERFORMED AT CONSULTANT'S RISK.** Consultant 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 Consultant's own risk, and Consultant 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.

**XVI. MISCELLANEOUS PROVISIONS.**

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

B. Resolution of Disputes and Governing Law.

1. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the

parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. **Applicable Law and Jurisdiction.** This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section X of this Contract.

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

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

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

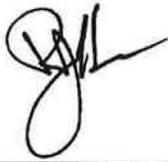
F. **Entire Contract.** The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming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

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

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

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

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

<p><b>CONSULTANT:</b></p>  <p>By: _____  <i>(signature)</i>                  Print Name: <u>Robert J. Holmes</u>                  Its <u>Managing Partner</u>  <i>(Title)</i>                  DATE: <u>November 15, 2017</u></p>	<p><b>CITY OF DES MOINES:</b></p> By: _____ <i>(signature)</i> Print Name: <u>Michael Matthias</u> Its <u>City Manager</u> <i>(Title)</i> DATE: _____  Approved as to form: _____ City Attorney DATE: _____
<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CONSULTANT:</b></p> <p>Robert J. Holmes                  THG, LLC                  1324 N. Liberty Lake Road PMB 3661                  Liberty Lake, WA 99019                  (206) 999-2600 (telephone)                  Rholmes@thgadvisory.com (email)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>Michael Matthias                  City of Des Moines                  21630 11<sup>th</sup> Avenue S., Suite A                  Des Moines, WA 98198                  (206) 870-6554 (telephone)                  MMatthias@desmoineswa.gov (email)</p>

## EXHIBIT A – SCOPE OF WORK

The Consultant will complete Phase 2 of the Marina redevelopment work by assessing financial feasibility requirements, emphasizing sustainable development options and public/private partnerships. The elements of Phase 2 will be:

- a. Refine work on development concepts, updating work based on new information from the public outreach process, including the Community Open House conducted by the City on October 17, 2017 (summary to be provided by the City).
- b. Identify phasing options for Marina redevelopment and establish feasible design and feasible finance options.
- c. Present development phasing options and financial feasibility analysis to a City Council working session.

### 2. Goals, Deliverables and Final Report:

Goals:	Strategies:	Deliverables:
Refine work produced in Phase 1 on development options based on community input, private sector investment and public sector investment	Identify first phase of Marina redevelopment including public infrastructure and amenities with private sector development opportunities	A plan that outlines first phase development options, including siting buildings, proposed uses, and financial feasibility.  Provide presentation to City Council on the product developed. (May, 2018)
Identify financial feasibility strategies for Marina redevelopment in the context of development phasing options	This will be integrated with the first Goal above, in terms of identifying first phase development options and feasible financing strategies including public and private investment	A plan that outlines a financial feasibility strategy providing a pathway for the first phase of Marina redevelopment.  An outline of potential future phases of Marina redevelopment.  Plan, outline and financial feasibility analysis will be presented to City Council.  (May, 2018)

**Meetings:**

1. Kick off meeting with City Staff.
2. Presentation of deliverables to City Council.

**Timing:**

Deliverables to be received by the City no later than May 1, 2018.

# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Sponsorship of Des Moines Pool  
Metropolitan Park District's AWC Application

FOR AGENDA OF: November 30, 2017

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: November 15, 2017

ATTACHMENTS:

1. Draft Resolution No. 17-146
2. AWC Employee Benefit Trust, Non-city Membership Criteria

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DJB

- Legal *TS*
- Finance *CP*
- Courts
- Police

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

**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to consider the request by the Des Moines Pool Metropolitan Park District's for the City to sponsor the District's application to the Association of Washington Cities (AWC) Employee Trust Fund.

**Suggested Motion**

**Motion:** "I move to enact Draft Resolution No. 17-146, sponsoring the Des Moines Pool Metropolitan Park District's application to join the Association of Washington Cities Employee Benefit Trust."

**Background**

The Des Moines Pool Metropolitan Park District was created for the management, control, improvement, maintenance, and acquisition of Mt. Rainier Pool after the ownership of the pool was reverted back to Highline School District by King County in March, 2009.

The District has asked the City of Des Moines to sponsor the District to allow them to join AWC Employee Benefit Trust as a non-city entity for the purposes of receiving AWC benefits.

The AWC Employee Benefit Trust provides health benefits for cities, towns and local government agencies in Washington. The Trust provides a broad selection of benefit insurance options and health management programs for members.

**Discussion**

The Des Moines Pool Metropolitan Park District (a non-City entity) desires to become part of the AWC Employee Benefit Trust however they are ineligible without the sponsorship of a member City. AWC adopted a non-city entity policy in 2004, effective January 1, 2005, and has set non-city entity entrance and application criteria.

In order to qualify, they need the sponsorship of a member City in the form of a Resolution (Attachment 1) and they must also meet the criteria outlined in Attachment 2.

Non-city entities are charged an AWC Associate Member Fee and .65% of its annual premium to the Trust. Fees are prorated for a mid-year enrollment. Rates are subject to review and/or change by the Board of Trustees at any time. These fees would be paid by the District.

**Alternatives**

To not consider Draft Resolution No. 17-146.

**Financial Impact**

None. The District would pay all costs of membership in the Trust.

**CITY ATTORNEY'S FIRST DRAFT 11/14/2017****DRAFT RESOLUTION NO. 17-146**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON,** with regard to sponsoring the Des Moines Pool Metropolitan Park District's request to join the Association of Washington Cities Employee Benefit Trust.

**WHEREAS,** the City of Des Moines is a current member of the Association of Washington Cities ("AWC"), and

**WHEREAS,** the Des Moines Pool Metropolitan Park District maintains, operates, and provides money for capital improvements for construction for the Mt. Rainier Pool facility in Des Moines, services which were previously provided by the City of Des Moines and the Highline School District after King County reverted ownership back to the Highline School District on March 6, 2009, and

**WHEREAS,** the electors of the City of Des Moines voted by a majority vote on November 3, 2009, to create the Des Moines Pool Metropolitan Park District, including the authority to levy a general tax on property within the District each year for the purpose of acquiring and operating a pool facility, and

**WHEREAS,** the Des Moines Pool Metropolitan Park District is a Park District with all the powers provided in chapter 35.61 RCW, and

**WHEREAS,** Des Moines Pool Metropolitan Park District would like to participate in the AWC Employee Benefit Trust benefits program as a quasi-municipal entity, and

**WHEREAS,** AWC Employee Benefit Trust requires that a City member of AWC Employee Benefit Trust sponsor a non-city entity's request before the non-city entity can participate in the AWC Employee Benefit Trust benefit programs; now therefore,

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

**Sec. 1.** The Des Moines City Council with this Resolution, sponsors the Des Moines Pool Metropolitan Park District's request for application to join the AWC Employee Benefit Trust as a non-city entity.

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

**Sec. 2.** The City of Des Moines requests that the Des Moines Pool Metropolitan Park District be allowed membership into the AWC Employee Benefit Trust.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this \_\_\_\_ day of November, 2017 and signed in authentication thereof this \_\_\_\_ day of November, 2017.

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

APPROVED AS TO FORM:

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

ATTEST:

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

11/16/17 10:35 AM


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## Employee Benefit Trust

### Non-city membership

In 2004, the AWC Trust Board of Trustees adopted a non-city entity policy, which is effective January 1, 2005. The Board of Trustees has the authority to change these criteria at any time.

#### Non-city entity entrance criteria

The Non-City Entity Entrance Criteria consists of the 3 sections listed below. The criteria listed in each section must be met in order for the non-city to be considered for entrance to the Employee Benefit Trust insurance programs.

#### Application criteria

- A current city member of the AWC must sponsor the non-city entity.
- The council of the sponsoring member must adopt a resolution within 6 months prior to the non-city entity's application date that requests membership into the AWC Employee Benefit Trust. [Click here to view a sample city resolution.](#)
- The non-city entity must have an Interlocal Agreement with a Trust member city or cities, or AWC member city or cities to provide services that are traditionally provided by a city or town.
- The non-city entity must provide information to demonstrate that it provides predominantly city services. Such information can include, but is not limited to a map of its service area.
- The non-city entity must submit an application for membership in the Trust at a minimum of one month prior to any regular Board of Trustees meeting for consideration by the Board.
- The Board of Trustees may, at any time, impose a moratorium on the submission of non-city applicants.
- The non-city entity must complete and submit an AWC Trust Non-City Entity Application Form.
- The non-city entity must not have access to insurance available through a professional service or other organization (i.e. Counties, Fire Commissioners, etc.) for which the non-city entity is affiliated, a member of, or eligible for membership due to the non-city entity's status or service it provides.
- If the above criteria have been met, the non-city entity's application will be reviewed by the Board of Trustees for either acceptance or rejection.

#### Additional review criteria

The Board of Trustees may also consider the following when reviewing applications:

- Does the ability of the non-city entity to enroll on Trust insurance programs aid a member city or cities in fostering community partnerships, coalitions and collaborations?
- What is the current percentage of enrollment of non-city entity members in the Trust?

If approved for membership, additional criteria must be met.

#### Additional criteria for non-city entities

Once approved, the non-city entity must abide by the following criteria:

In order to satisfy these requirements, the AWC recommends the entity participate in the many free health promotion programs, services, and financial assistance provided by the AWC Trust.

- If approved for entrance and enrolled with the Trust, the non-city entity must remain a member of the Trust for a minimum of 3 years.
- Entities with 250 or more employees: Written notification of group or entity coverage termination must be sent to the AWC Trust office 1 year prior to termination date. Effective date of termination is December 31 only, therefore notice must be provided to the Trust by the January 1 prior to the December 31 termination date. Entities with under 250 employees: Written notification of group or entity coverage termination must be sent to the AWC Trust office 6 months prior to termination date. Effective date of termination is December 31 only, therefore notice must be provided to the Trust by the July 1 prior to the December 31 termination date.
- Non-city entities are not eligible to serve on the Employee Benefits Advisory Committee.

- Board of Trustees may terminate a participating employers participation in the Trust for cause; when required by law; for failure to pay premiums; or at its discretion with 60 days written notice.
- Non-city entities will have access to retiree medical and dental plans at the time of enrollment with the Trust (for eligible employees/retirees). Click here to view full participation criteria and rates for Trust retiree plans.
- Non-city entity entities must sign a participation agreement which includes all of the agreed to criteria.
- For medical, Delta Dental and/or vision, submit a completed resolution approving the AWC Trust Health Care Program's Interlocal Agreement.

**Financial impacts**

Upon Board approval of membership, the non-city entity will be charged an **AWC Associate member fee (\$300 – less than 16 employees/\$500 – 16 or more employees) and .65% of its annual premium to the Trust.** Fees will be prorated for a mid-year enrollment. Rates are subject to review and/or change by the Board of Trustees at any time.

About us	Publications	Member Pooling Programs	AWC conferences	Partners
<a href="#">AWC Board of Directors</a>	<a href="#">Cityvision magazine</a>	<a href="#">Employee Benefit Trust</a>	<a href="#">AWC Annual Conference</a>	<a href="#">Partner with AWC</a>
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<a href="#">Get involved</a>	<a href="#">Legislative Bulletin</a>	<a href="#">Workers Comp Retro</a>	<a href="#">Healthy Worksite Summit</a>	<a href="#">AWC Center for Quality Communities</a>
<a href="#">Media center</a>		<a href="#">Drug &amp; Alcohol Consortium</a>	<a href="#">Labor Relations Institute</a>	<a href="#">Municipal Research and Services Center</a>
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**A G E N D A I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: City of Des Moines Arts Commission Appointment

FOR AGENDA OF: November 30, 2017

ATTACHMENTS:

- 1. City of Des Moines Arts Commission Application- Marcus Williams

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

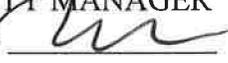
DATE SUBMITTED: November 17, 2017

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSS

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is to recommend City Council approval of the appointment of Marcus Williams to the City of Des Moines Arts Commission.

**Suggested Motion**

**Motion:** "I move to confirm the Mayoral appointment of Marcus Williams to a three year term on the City of Des Moines Arts Commission effective on January 1, 2018 and expiring on December 31, 2020."

### **Background**

The City Council adopted Ordinance No. 06-1393 establishing the Des Moines Arts Commission in November 30, 2006. The nine Arts Commission positions were appointed in February 2007. The terms were staggered so that six positions are retained each year and three positions expire each year on December 31.

The Arts Commission was created to:

- (1) Represent the interest of the city in matters of the arts, to be a spokes group for the arts in the city and to keep the city council informed on all such related matters.
- (2) Evaluate, prioritize, and make recommendations on funding for cultural arts needs within the city.
- (3) Review and recommend works of art for the city, especially works to be acquired through appropriations set aside from municipal construction projects. Local artists will be encouraged and given equal consideration for these projects.
- (4) Inform, assist, sponsor or coordinate with arts organizations, artists, or others interested in the cultural advancement of the community.
- (5) Encourage and aid programs for the cultural enrichment of the citizens of Des Moines and encourage more public visibility of the arts.
- (6) Develop cooperation with schools, local, regional, state and national arts organizations.
- (7) Obtain private, local, regional, state or federal funds to promote arts projects within the Des Moines community.

### **Discussion**

Mr. Williams applied for a position on the City of Des Moines Arts Commission and was invited to attend the Arts Commission meeting on October 10, 2017, the application is included (Attachment 1.). This agenda seeks confirmation of the Mayoral appointment Marcus Williams, a Des Moines resident, to a three year term on the City of Des Moines Arts Commission. The appointment would become effective on January 1, 2018. The candidate is highly qualified to serve on the Commission.

### **Alternatives**

None provided.

### **Financial Impact**

No financial impact.

### **Recommendation/Concurrence**

The City of Des Moines Arts Commission members recommended the Mayoral appointment of Marcus Williams at their November 14, 2017 meeting.



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

Recvd. \_\_\_\_\_

Please Check

NAME: Marcus Williams  
ADDRESS: 24515 9th Ave S  
CITY/ZIP: Des Moines 98198  
PHONE: Home \_\_\_\_\_ Work 253-359-4077  
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 3 yrs  
REGISTERED VOTER? Yes  
E-MAIL ADDRESS: marcus@msquared-media

- Civil Service Commission
- Planning Agency
- Library Board
- Human Services
- Senior Services
- Arts Commission
- Marina Beach Park

EMPLOYMENT SUMMARY LAST FIVE YEARS: 2 yrs - Owner of Msquared Media  
1 yr - Owner eCommerce & Amazon Shop  
2 yrs - Co-Owner of Ac-Healthcare

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

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

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

1. Why do you wish to serve in this capacity and what can you contribute? The arts are important to the present but even more important for the future of our youth. I can contribute by helping bridge the gap between generations

2. What problems, programs or improvements are you most interest in? Improving arts for the younger generation in Des Moines

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

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BY: \_\_\_\_\_

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

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

SUBJECT: Poverty Bay Shellfish Protection  
District Formation

ATTACHMENTS:

FOR AGENDA OF: November 30, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: November 16, 2017

CLEARANCES:

Community Development SMC

Marina \_\_\_\_\_

Parks, Recreation & Senior Services \_\_\_\_\_

Public Works PBL

CHIEF OPERATIONS OFFICER: DSB

Legal \_\_\_\_\_

Finance \_\_\_\_\_

Courts \_\_\_\_\_

Police \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: [Signature]

#### **Purpose and Recommendation**

The purpose of this agenda item is to provide the City Council an update and information on King County's proposal to form a Shellfish Protection District in Poverty Bay. This agenda item is for discussion and informational purposes only, and no motion is suggested.

#### **Background**

On September 14, 2016, because of recently measured bacterial pollution exceeding nationally established standards for shellfish protection, the Washington State Department of Health (WDOH) downgraded the status of the commercial shellfish harvesting beds in the Poverty Bay area of Puget Sound. The downgraded shellfish beds are located along the shoreline of the cities of Des Moines and Federal Way and receive stream flow and stormwater runoff from these two cities.

In advance of the downgrade, King County convened a Technical Committee of agencies whose activities or regulatory responsibilities impact Poverty Bay. The Technical Committee is comprised of representatives from the Cities of Des Moines and Federal Way, King County (Water and Land

Resources Division) and Public Health Seattle-King County, Midway and Lakehaven Sewer Districts, Washington State Department of Health, Washington State Department of Ecology, Washington State Department of Natural Resources, Washington State Parks, and the Puyallup Tribe. The City of Des Moines has been a member of the Poverty Bay Technical Committee since its formation in 2015 and is committed to assisting the Committee in finding the source(s) of these pollutants, so that they can be eliminated.

The downgrade triggers a requirement in state law, RCW 90.72.045. This requirement imposes a burden/liability on County government to form a Shellfish Protection District in order to return the shellfish harvesting beds to their original approved condition. The requirement also raises questions about the size of the geographic area to be targeted, the scope of the shellfish protection program (SPP), and how it will be funded.

### **Discussion**

At the May 11<sup>th</sup> council meeting the below list of next steps were shared with the Council. An update on these steps will be presented on by staff.

*As King County moves forward towards the formation of the district they have outlined the seven “next steps” listed below:*

- 1) Continue to working with the Technical Committee (ongoing)*
- 2) Brief City Councils and Sewer Districts (May/June)*
- 3) Refine the Draft Shellfish Protection Plan (May/June)*
- 4) Refine the District’s Boundaries (May/June)*
- 5) Determine a need/amount of a proposed fee (May/June)*
- 6) Draft an ordinance creating the District (July/August)*
- 7) Seek King County Council action on the ordinance (Fall 2017)*

### **Financial Impact**

No impact to City budget at this time.

# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Crestwood Park Preliminary  
Subdivision – One Year Extension Request

ATTACHMENTS:

1. Draft Resolution No. 17-144
2. Resolution 1060 - Preliminary Crestwood Park Planned Unit Development (PUD) Subdivision approval
3. Ortho Photo – Project Vicinity

FOR AGENDA OF: November 30, 2017

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: November 14, 2017

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *DSS*

- Legal *TG*
- Finance *CF*
- Courts N/A
- Police N/A

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. 17-144 (refer to Attachment 1) which would extend the expiration date to obtain final plat approval for the preliminary Planned Unit Development (PUD) subdivision entitled “Crestwood Park” from December 6, 2017 to December 6, 2018, in accordance with DMMC 17.10.210 (2).

Administration has reviewed the applicant’s request for a one year extension of the date to obtain final plat approval and believes that it is consistent with the City’s criteria for a timeframe extension. If the City Council concurs with Administration’s recommendation, the City Council may approve the requested extension by passing the following motion:

**Motion**

**Motion:** “I move to adopt Draft Resolution No. 17-144 extending the expiration date to obtain final plat approval for the preliminary planned unit development of Crestwood Park from December 6, 2017 to December 6, 2018.”

### **Background**

Preliminary approval was granted for the subdivision of Crestwood Park PUD by Resolution No. 1060 on December 6, 2007 (Refer to Attachment 2), and focused on the proposed project compliance with the criteria established by Des Moines Municipal Code. The project applicant at that time was Northlake Crestwood Park LLC.

On November 18, 2008 civil plans were reviewed and approved by the City. However, given the economic conditions at the time, Northlake Crestwood LLC did not proceed to permit issuance and construction of the subdivision improvements.

In December of 2009, the property was sold to the current owner, the First Ukrainian Baptist Church, who intended to construct their church building on the property. Their plans for the property did not proceed, and the First Ukrainian Baptist Church eventually moved to a different property. The Church has had the Crestwood Park property for sale since it is now surplus to their needs.

During the period between November 2008 and October 2017, no submittals related to the subdivision were made to the City and no permits were issued, although recently several potential buyers for the property made inquiries related to completing the subdivision project.

On October 31, 2017, after a number of meetings with several potential applicants, the City received the current request for a one year extension from Polygon Northwest. Absent approval of the requested extension, the preliminary subdivision approval will expire on December 6, 2017.

### **Discussion**

The timeframe for submittal of a final plat and the criteria for granting of an extension are set forth in DMMC 17.10.210:

#### **17.10.210 Final subdivision filing – Time limits.**

(1) General. The applicant shall submit a final plat to the Planning, Building and Public Works Department, meeting the requirements of this Title and the preliminary subdivision approval, together with required recording fees, within the time period set forth in RCW 58.17.140 following the date the preliminary subdivision was approved or the preliminary subdivision approval shall be deemed void and any development rights that have vested in the applicant shall be considered abandoned.

(2) Extension. The applicant may file a request to extend the preliminary subdivision approval for up to one year. The request must be delivered in writing to the Planning, Building and Public Works Department at least 30 days prior to expiration of the five-year period. The Planning, Building and Public Works Department shall forward the request to the City Council within 30 days of receipt. The City Council shall grant approval of the extension if it is shown that the applicant has attempted in good faith to submit the final plat within the five-year period. If the final plat has not been submitted to the City Council within any extended period, the preliminary subdivision approval shall terminate in accordance with subsection (1) of this section.

RCW 58.17.140(3) extended the five year period noted in DMMC 17.10.210(2) for final plat submittal to ten years for subdivisions with preliminary plat approval on or before December 31, 2007.

Polygon Northwest became the potential applicant for the subdivision in October of 2017 and is working diligently to update the plans and technical information needed for City review and approval. The project is vested to previous regulations, but updates are needed to account for any changed conditions on the site. Polygon has retained the original consultant team, and is in the process of updating the plans, wetland, drainage, and traffic information. Polygon also intends to make minor revisions to the subdivision layout.

Progress to date by Polygon includes a submittal for civil plan review (updates to the plans are still in progress), a minor deviation request, payment of fees, issuance of water and sewer certificates of availability and an application for a developer extension from the Lakehaven Utility District.

As noted in the letter requesting the extension, Polygon intends to complete the subdivision within the one year extension timeframe. The final subdivision approval would occur prior to the new expiration date of December 6, 2018, and construction of a model home would begin in October of 2018. Once the subdivision final approval is granted, additional home construction would continue until completion.

The request for Minor Deviation includes a project narrative describing the proposed deviations and why the applicant believes the proposed deviations meet the criteria stipulated in DMMC 17.10.240(2). The applicant states that the deviations are intended to improve the engineering design of the development and to meet the housing product type of the current developer, while still retaining the fundamental components of the PUD as summarized below:

- Remove an existing 0.24 acre parcel consisting of lots 65, 66, and 67 and Tract H that is no longer part of the subdivision.
- Remove four (4) townhome lots and their private access (Tract I) and replace with three (3) single-family lots.
- Reorient two (2) lots to front onto 12<sup>th</sup> Place South.
- Reduce the number of proposed lots from 67 lots to 63 lots and renumber the lots.
- Decrease the right-of-way width for Road A and Road B from 52 feet to 50 feet per an agreement with the City of Des Moines in 2008.

Administration has conducted a preliminary review of the documents submitted for the proposed deviations to the PUD and has determined that the requested revisions are minor in nature and do not significantly alter the subdivision. These revisions would meet the criteria of DMMC 17.16.230(2), and could be approved administratively.

### **Alternatives**

Alternative 1: Council can approve the request for a one year extension to the expiration date to obtain final plat approval for the preliminary planned unit development of Crestwood Park.

Alternative 2: Council can decline to approve the request for the extension.

### **Financial Impact**

The subdivision would result in the development of 63 new single family homes which will provide additional recurring property tax revenue to the City of Des Moines. Additionally, the City would receive sales tax on the construction materials for the homes and the required civil improvements. The

City will also receive traffic impact fees at the time of issuance of the building permits for the single family residences. Finally, at the time of final plat the City will receive a park-in-lieu fee for the acquisition of new parks or the development of existing parks.

If the plat is allowed to expire, future development of the site and associated revenues would be uncertain.

**Recommendation or Conclusion**

Polygon Northwest has demonstrated their intent to complete the project in a timely fashion. At this time, the Applicant is attempting to move forward and with the approval of the extension and minor deviations, will submit revised civil and grading plans for review and approval by the City.

Staff recommends that the City Council grant the extension request in order to allow the project to be completed. The plat extension would allow for the completion of a project that would have benefits to the community.

**Concurrence**

The Legal Department concurs with the request to provide the one year extension.

**CITY ATTORNEY'S FIRST DRAFT 10/15/2017**

**DRAFT RESOLUTION NO. 17-144**

**A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON** granting an extension to submit the final plat documents for the preliminary Planned Unit Development (PUD) subdivision entitled "Crestwood Park".

**WHEREAS**, Northlake Crestwood LLC, the owner of the real property in the City of Des Moines, filed an application on December 8, 2006 for a preliminary subdivision, and

**WHEREAS**, the City Council, approved the preliminary plat for the Crestwood Park PUD subdivision on December 6, 2007, and

**WHEREAS**, DMMC 17.10.210(1) requires that the applicant shall submit a final plat to the Planning, Building, and Public Works Department within five years following the date the preliminary subdivision was approved or the preliminary subdivision approval shall be deemed void and any development rights that have vested in the applicant shall be considered abandoned, and

**WHEREAS**, RCW 58.17.140(3)(b) extends the deadline for final plat submittal to ten years for subdivisions with preliminary plat approval on or before December 31, 2007, and

**WHEREAS**, DMMC 17.10.210(2) allows the applicant to request to extend the preliminary subdivision approval for up to one additional year; provided that the request must be delivered in writing to the Planning, Building and Public Works Department at least 30 days prior to expiration of the ten-year period and the applicant has attempted in good faith to submit the final plat within the designated time period, and

**WHEREAS**, the approved preliminary plat for the Crestwood Park PUD subdivision will expire on December 6, 2017, unless an extension is granted by the City, and

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

**Sec. 1. Extension granted.** A one-year extension is hereby granted by the Des Moines City Council for the PUD subdivision entitled "Crestwood Park" requiring the final plat documents to be submitted to Planning, Building, and Public Works Department by December 6, 2018 as authorized in DMMC 17.10.210(2).

**Sec. 2. Findings of fact.** The following findings of fact are adopted by the City Council in support of its decision to

approve the timeframe extension for the Crestwood Park PUD Subdivision:

(1) The applicant submitted the request for the one year extension on October 31, 2017.

(2) The applicant has demonstrated there has been an attempt in good faith to submit the final plat within the ten-year period as provided in the October 31, 2017 letter attached as Exhibit "A".

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

**Sec. 4. Resolution attached to approval documents.** A certified copy of this resolution, along with the herein referenced findings of fact, shall be attached to and become a part of the evidence of the approval of said preliminary subdivision to be delivered to the applicant.

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

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

(2) South King Fire and Rescue; and

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

**Sec 6. Distribution of Resolution by planning official.** Within five days following adoption of this Resolution, the planning official shall distribute the Resolution to the applicant, and to each person who submitted timely written or oral testimony to the City Council for inclusion in the record.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2017 and signed in authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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M A Y O R

Resolution No.17-144  
Page 3 of 3

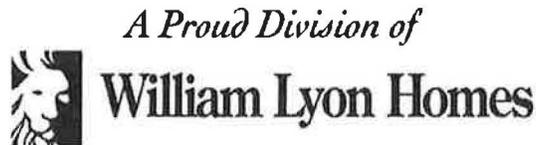
APPROVED AS TO FORM:

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

ATTEST:

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

EXHIBIT A  
**POLYGON NORTHWEST**



October 31, 2017

Denise E. Lathrop, AICP  
Planning & Development Services Manager  
City of Des Moines  
21630 11<sup>th</sup> Avenue S, Suite D  
Des Moines, WA 98198-6398

**RE: Crestwood Park PUD – LUA06-056**

Dear Ms. Lathrop;

Polygon Northwest, a proud Division of William Lyon Homes formally requests the one year extension for the preliminary plat of Crestwood Park Planned Unit Development Subdivision. On December 6, 2007, the City of Des Moines City Council passed resolution 1060 approving the preliminary plat. To date the plat has fallen victim to the greatest housing recession seen on record and today Polygon Northwest is prepared to move the plat forward with civil engineering approval, land development and home construction. Polygon has also re-engaged with the original consultant team, including the civil engineer of record, the biologist of record and the traffic engineer of record and as a result have made the following submittals in a sign of good faith to the City of Des Moines in our effort to preserve the preliminary plat vesting status before the expiration takes affect December 6, 2017.

10/20/17 – City of Des Moines Final Engineering Submittal

- Updated Civil Engineering plans (Site Visit by Engineer)
- Geotechnical Report
- Critical Area Study & Mitigation Plan
- SWPPP (minor updates)
- Storm Drainage Report (minor updates)
- Master Use Application
- Grading Application
- \$16,554 (fee)

10/23/17 - Water/Sewer Certificates of Availability Issued by Lakehaven Utility

10/25/17 – Scott Brainard of Wetland Resources, Inc. conducted a site visit to review the wetlands. The Corps has been contacted by both the City of Des Moines staff and Scott to ensure a path forward for the isolated wetlands.

10/27/17 - City of Des Moines Minor Deviation per DMMC 17.103240(2) Submittal

- Narrative and Minor Deviation Request
- Updated Preliminary Plat

- Exhibit showing the changes
- Master Use Application
- \$1,820 (fee)

10/27/17 - Lakehaven Utility District Developer Extension Submittal

- Application
- \$2,100 (fee)

Should the City Council grant the requested preliminary plat extension, Polygon is committed to the following schedule;

*Site Construction Plan Approval: December 2017*

*Land Development Start: March 2018*

*Land Development Complete: September 2018*

*Model Home Construction Start: October 2018*

*Model Home Completion: April 2019*

*Sales Start: April 2019*

*Production Start: November 2018*

*First Home Delivery: May 2019*

Thank you in advance for your time and consideration. Please feel free to contact us with any questions.

Respectfully,

Nick Abdelnour  
Director Land Acquisition & Entitlement

- cc: Ken Lauzen, The Blueline Group  
 Scott Brainard, Wetland Resources  
 Chris Bicket, TENW  
 Susan Cezar, City of Des Moines  
 Brenda Fodge, Polygon WLH, LLC

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## RESOLUTION NO. 1060

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON approving the preliminary Planned Unit Development (hereinafter "PUD") subdivision entitled Crestwood Park, (hereinafter, the "subdivision") subject to conditions specified herein.

WHEREAS, Northlake Crestwood Park LLC. (hereinafter, the applicant) filed an application for a preliminary PUD subdivision, and

WHEREAS, Development Services determined that the application met the procedural submittal requirements on December 8, 2006 and subsequently issued a notice of complete application, and

WHEREAS, the subdivision is located on property within the RS-7200: Residential Single Family 7,200 zone, and

WHEREAS, PUDs are authorized in all single family residential zones, and

WHEREAS, the subdivision provides opportunities for unique and innovative development designs not able to be accomplished under standard subdivision requirements, and

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

WHEREAS, the SEPA official issued a Determination of Non-Significance for the subdivision, and

WHEREAS, the environmental documents have been available for review with the subdivision application during the review process, and

WHEREAS, the Des Moines Planning Agency reviewed the subdivision at its regular meeting on November 5, 2007, and

WHEREAS, the Des Moines Planning Agency, after review of the PUD subdivision at a public meeting and consideration of the information provided by administration, recommended approval of the application subject to specific conditions, and

WHEREAS, the City Council, in a public hearing on November 15, 2007 and December 6, 2007 considered the PUD subdivision, the environmental documents, recommendations from the Planning Agency, and information provided by administration; now therefore,

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

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

**Sec. 2. Decision criteria.** The criteria used in making the decision are those required by DMMC 17.16.130 and DMMC 18.52.010. The City Council finds that the subdivision is in

compliance with the required criteria, as set forth in the findings of fact in Exhibit 1, adopted above.

**Sec 3. Approved deviations.** Consistent with the provisions of DMMC 17.36.010, DMMC 18.52.100, and DMMC 18.86.090 the following deviations are approved:

**Subdivision Layout and Design Deviations (chapter 17.36 DMMC)**

(1) Minimum lot width and depth to maintain standard width to depth ratio is not met for lots 2 - 3, 6, and 9 - 20.

(2) Corner lots are not 5 feet wider than the 60 foot minimum width established by zoning.

(3) An alley will serve lots 9 - 12. The alley will be 22 feet wide with a 20 foot wide asphalt travel surface.

(4) The pavement width is reduced from 28 feet to 24 feet for roads A and B. On street parking to be restricted to the east side of the street only.

(5) The right-of-way width for road C is proposed to be reduced to 52 feet from 60 feet.

**Zoning Code Deviations (Chapter 18.08 DMMC)**

(1) Minimum lot area will be less than 7,200 square feet on all lots. The average lot size within the PUD is 4,471 square feet.

(2) Minimum lot width of 60 feet is reduced to a minimum of 40 feet for all lots except row-style/townhouse lots 9-12 which will have a minimum lot width of 25 feet.

(3) The minimum front yard setback is reduced from 20 feet to 10 feet for all lots except for lots 39 and 40 which shall be 15 feet.

(4) The side yard setbacks for the Crestwood Park PUD are as follows:

(a) Row-style/townhouse lots: for lots 10-11 the side yard setback is zero (0) feet on both sides. For lot 9, the side yard setback is zero (0) feet on one side yard, and five (5) feet on the other side. For lot 12, the side yard setback is zero (0) feet on one side and ten (10) feet on the other side on account of being a corner lot.

(b) Duplex lots: each pair of duplexes contain a common property line of which there is a zero (0) foot set back. All other side yards shall be five (5) feet unless the buffer requirements require an increased setback distance.

(c) Single family lots: all single family lots have a side yard setback of five (5) feet on both sides except for lots 1, 7, and 28, where there is a ten (10) foot setback on one side and lot 37 which has a fifteen (15) foot setback adjacent to 12th Place South on account of being a perimeter lot or a corner lot.

(5) The minimum rear yard setback is reduced from twenty (20) feet to ten (10) feet on all lots except as follows

(a) Lots 29, 32, 33, 36, 41, 44, 45, 48, 49, 52, 53, 56, 57, 60, 61, and 64 shall have a zero (0) foot setback along the common property line of the back duplex lots.

(b) Lots 20 - 25 shall have a fifteen (15) foot setback.

**PUD Buffer Deviations (Chapter 18.52 DMMC)**

The following perimeter buffer is established for the Crestwood Park PUD:

(1) Along 16th Avenue South the perimeter buffer is at least 20 feet consisting of a 10 foot rear yard setback and a ten (10) foot minimum open space tract.

(2) Along the west property lines of the project and the north property line along lots 30, 31, 34, and 35 the perimeter buffer is reduced from twenty (20) feet to fifteen (15) feet.

(3) Along the south property line of the project, the perimeter buffer is reduced from twenty (20) feet to fifteen (15) feet, except the perimeter buffer located within lot 40 which is reduced to ten (10) feet.

(4) Along the east property line along lot 63 the perimeter buffer is reduced from twenty (20) feet to ten (10) feet.

(5) Along 12<sup>th</sup> Place South the perimeter buffer is reduced from twenty (20) to fifteen (15) feet.

**Sec. 4. Approval subject to conditions.** The subdivision is approved subject to the following conditions and modifications:

(1) The applicant shall submit a complete landscaping plan for all yard areas within the subdivision.

(2) The design of the residential structures located within the proposed PUD subdivision shall comply with the following guidelines:

(a) All front loaded garages shall be offset a minimum of 8 feet from the front of the front porch and a minimum of 3 feet from the front of the building façade;

(b) No more than two of the same model and elevation shall be built on the same block frontage nor shall the same model and elevation be built on adjacent lots. (Models are defined as having significant variations in floor plans, which allows for variety in the massing of the home);

(c) When the same model and elevation is located on the same block, the developer shall differentiate the same model through the use of at least two building materials and color schemes;

(d) Residential building facade modulation shall include all the following:

(i) The maximum wall length without modulation shall be 25 feet.

(ii) The sum of the modulation depth and width shall be no less than eight feet. Neither the modulation depth nor the modulation width shall be less than two feet.

(iii) All building elevations shall have at least one 24 inch vertical articulation or change in plane. The articulation may involve the use of a covered porch, a dormer, a well-defined entry element, or similar type of protrusion or recess in the building wall as determined by the City's planning division;

(e) Residential buildings with rooflines exceeding 60 feet in length shall provide roofline variation in accordance with all of the following:

(i) The maximum roof length without variation shall be 30 feet.

(ii) The minimum horizontal or vertical offset shall be two feet.

(iii) The minimum variation length shall be eight feet.

(iv) Roofline variation shall be achieved using one or more of the following methods:

(A) Vertical offset in ridge line.

(B) Horizontal offset in ridge line.

(C) Variations in roof pitch.

(D) Gables.

(f) Residential structures on interior lots will have windows that do not directly face the windows on the residential structure located on the adjacent lot;

(g) All buildings will have a covered porch or a similar main entry point oriented toward the public realm;

(h) All porches and stoops must have a permanent walkway which connects to the back of the public sidewalk.

(3) The Developer will pay \$120,050 in school mitigation fees calculated in the following manner:

(a) \$35,528 for the attached dwelling units (38 \* \$856);

(b) \$87,522 for the detached dwelling units (29 \* \$3018).

The school impact fee must be paid prior to final plat recordation.

(4) The applicant will comply with the terms of the voluntary agreement for traffic mitigation between the applicant and the City of Federal Way prior to recordation of the final plat.

(5) The applicant will be required to provide a joint driveway access to lots 3 - 4, 13 - 14, 37 - 38, and 65 - 66.

(6) Lots 2 - 4 shall not have direct access to 16<sup>th</sup> Avenue South.

(7) Financial payment in-lieu of physical construction for the 16<sup>th</sup> Avenue South frontage improvements which will be applied to the 16<sup>th</sup> Avenue South (Phase 5) project identified in

the City's Capital Improvement Plan. The in-lieu payment will be paid prior recordation of the final plat.

(8) The developer shall make off-site improvements at the intersection of 13<sup>th</sup> Avenue South and South 276<sup>th</sup> Street in the form of a traffic circle to address overall quality of life concerns within the Redondo Riviera community.

(9) A private maintenance agreement will be required for all landscaping areas within the PUD. The maintenance of all landscaping including areas within the public right-of-way will be maintained by the home owners.

(10) The applicant shall deed ownership of the surface water detention/park tracts and the environmentally sensitive area tract to the City of Des Moines prior to the final plat documents being recorded by King County. Recordation of the deeds shall be accomplished after recordation of the final plat.

(12) Park benches or tables shall not be located in Tract J.

(11) Every lot except for lots 9 - 12 shall have a minimum of 400 square feet of private recreational space with no dimension being less than 15 feet; provided, that private recreational area is not locate in or adjacent to the front yard setback.

**Sec. 5. Approved Preliminary PUD Subdivision Plat Map.** The Preliminary Modified Subdivision in Exhibit 2, attached hereto and incorporated by this reference, is adopted in full by the City Council.

**Sec. 6. Compliance with other law.** Nothing in this resolution shall be construed as excusing the applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this subdivision other than as expressly set forth herein.

**Sec. 7. Resolution attached to approval documents.** A certified copy of this resolution, along with the herein referenced findings of fact and preliminary plat, shall be attached to and become a part of the evidence of the approval of said preliminary PUD subdivision to be delivered to the applicant.

**Sec. 8. Distribution of resolution following Council action.** Certified or conformed copies of this resolution shall be delivered to the following:

- (1) City of Des Moines Planning, Building and Public Works Department;
- (2) South King Fire and Rescue; and
- (3) City Clerk of the City of Des Moines.

**Sec 9. Distribution of resolution by planning official.** Within five days following adoption of this resolution, the planning official shall distribute the resolution to the

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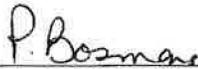
Resolution No. 1060  
Page 6 of 6

applicant, and to each person who submitted timely written or oral testimony to the City Council for inclusion in the record.

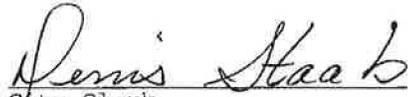
**ADOPTED BY** the City Council of the City of Des Moines, Washington this 6th day of December, 2007 and signed in authentication thereof this 6th day of December, 2007.

  
M A Y O R

APPROVED AS TO FORM:

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

ATTEST:

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

## FINDINGS OF FACT

## RESOLUTION NO. 1060, EXHIBIT 1

December 6, 2007

The Des Moines City Council, upon review of an application requesting approval of a preliminary PUD subdivision allowing for the subdivision of 67 single residential lots and in consideration of information communicated during a public hearing hereby finds:

## (A) Modified Subdivision

1. Except where otherwise stated herein, the proposed plat is consistent with the applicable provisions of the comprehensive plan, zoning code, and other City polices and regulations.
  - a. The developer has submitted the requisite permit applications for a preliminary plat utilizing the provisions of a subdivision codified in Chapter 17.16 of the Des Moines Municipal Code.
  - b. PUD's are authorized in all single family residentially zoned areas.
  - c. The application specifically requests to divide 13.10 acres of underdeveloped land into 67 lots for residential use.
  - d. The zoning for the property is RS-7200: Residential Single Family 7,200.
  - e. The Preferred Land Use Map for the Des Moines Comprehensive Plan indicates the subject property as preferred for single family developments and public facilities.
  - f. The subdivision contains tracts for wetlands and required buffers; therefore, the number of lots within the subdivision shall be determined under the provisions for limited density transfer for environmentally sensitive areas codified in DMMC 18.86.090.
  - g. The limited density transfer calculation of potential dwelling units in residential development proposals is determined by the ratio of developable area to undevelopable critical area of the development site.
  - h. The limited density formula is designed to provide compensation for the preservation of critical areas, flexibility in design, and consistent treatment of different types of development proposals.
  - i. The number of lots within the subdivision is consistent with the limited density transfer calculations as demonstrated below:

$$\begin{aligned} & [(\text{Developable Area}) \text{ divided by } (\text{Minimum Lot} \\ & \text{Area/DU})] + [(\text{Undevelopable Area}) \text{ divided by} \\ & (\text{Minimum Lot Area/DU}) (\text{Development Factor})] = \\ & \text{Maximum Number of Dwelling Units.} \end{aligned}$$

$[454,720 / 7,200] + [(115,869 / 7,200) * 0.27] = \text{Maximum Dwelling Units.}$

$63.20 + [16.09 * 0.27] = \text{Maximum Dwelling Units}$

$63.20 + 4.35 = \text{Maximum Dwelling Units}$

$67.55 = \text{Maximum Dwelling Units}$

$67 = \text{Maximum Dwelling Units}$

- j. The reduction in the minimum lot size is consistent with the intent of the zoning code or the subdivision code.
- k. The reduction in the minimum lot size has been appropriately mitigated by extra park space, providing a private recreation tract, and the design requirements established as a condition of approval.
- l. The maximum number of lots shown on the preliminary site plan provides sufficient compensation for the protection of the wetland as required by the limited density transfer and the City's Environmentally Critical Areas regulations.
- m. The Des Moines Planning, Building, and Public Works Department issued a written notice of complete application on December 8, 2006 providing official notice that the application met the procedural submittal requirements established by the City.
- n. The Des Moines Planning, Building, and Public Works Department issued a notice of preliminary PUD subdivision application on August 7, 2007.
- o. A DNS was issued in accordance with WAC 197-11-350 and DMMC 16.04.110 on October 18, 2007.
- p. A public comment period for the DNS was provided from October 18, 2007 to November 2, 2007 for the SEPA determination.
- q. The Des Moines Planning Agency met on November 5, 2007 to review the PUD subdivision. There were no public comments at the meeting. The Planning Agency recommended that the Council approve the preliminary PUD subdivision. The Planning Agency voted 5-0 in support of this recommendation.
- r. The Des Moines Planning, Building, and Public Works Department provided a notice of public hearing on October 18, 2007 and provided an additional public comment period from October 18 to November 15, 2007.

- s. At the November 15, 2007 and December 6, 2007 public hearing, an opportunity to receive public comment was afforded to that applicant and interested citizens regarding the proposed modified subdivision.
2. There are adequate provisions for drainage ways, rights-of-way, sidewalks, easements, water supplies, sanitary waste, fire protection, power service, parks, playgrounds and schools. These provisions include:
    - a. The City has reviewed Traffic Analysis prepared by Transportation Engineering Northwest, dated January 2007.
    - b. The subdivision is served by the development of 3 new public rights-of-way, consistent with City requirements.
    - c. The road layout provides connections to 16<sup>th</sup> Avenue South and 12<sup>th</sup> Place South.
    - d. The applicant is required to dedicate 5' of property to the City of Des Moines for public right-of-way use along 16<sup>th</sup> Avenue South.
    - e. Deviations to the street standards are authorized by DMMC 18.52.100 and DMMC 17.36.010.
    - f. The City has reviewed a Technical Information Report prepared by the BlueLine Group dated August 29, 2007.
    - g. The proposed surface water detention vault is consistent with the 2005 King County Surface Water Design Manual.
    - h. All electrical and communication systems shall be installed underground by the applicant. Existing above-ground electrical and communication systems located in all rights-of-way adjoining the proposed subdivision and extending from the subdivision to the nearest utility pole also shall be undergrounded.
    - i. New fire hydrants within the subdivision will be installed by the applicant. Installation of the new fire hydrant will be done concurrently with the installation of the required right-of-way improvements.
    - j. All sewer, water, or surface water utilities will be within the ROW or contained within the appropriate easement.
    - k. The applicant is constructing 45,539 square feet of public park space.
    - l. As part of the project the applicant will be required to pay school impact fees to the Federal Way School District in the amount of \$120,050.

3. The proposed plat design will serve the public use and interest and is consistent with the public health, safety, and welfare.
  - a. The proposed preliminary modified subdivision provides for coordinated development with adjoining properties or future development of adjoining properties including by providing additional pedestrian connections.
  - b. Proposed preliminary PUD subdivision provides for coordinated development with adjoining properties for future development by improving access limiting additional driveways on 16<sup>th</sup> Avenue South, since the PUD was designed to allow access to parcel 3222049111 via road A if and when the tax parcel is subdivided in the future.
  - c. Copies of the site plan were provided to the City of Federal Way during the review of the preliminary PUD since the City of Des Moines jurisdictional boundaries end on the eastern side of 16<sup>th</sup> Avenue South.
  - d. The City of Federal Way requested that to mitigate impacts to the City's transportation network the applicant pay traffic mitigation fees.
  - e. On October 22, 2007, the applicant informed the City of Des Moines that in order to mitigate the impact the applicant will enter into a voluntary mitigation agreement with the City of Federal Way.

(B) Planned Unit Development (PUD)

1. DMMC § 18.52.100 allows for the reduction in lot width and lot size requirements for PUD subdivisions as long as the density within the PUD subdivision does not exceed density for the net development for the underlying zone.
2. DMMC § 18.52.100(5) defines net development as the area remaining after subtracting the area set aside for churches, schools, or commercial use from the total development area.

Net Development Area divided by Minimum Lot Area/DU = Maximum Number of Dwelling Units

572,400 / 7,200 = Maximum Number of Dwelling Units

79.50 = Maximum Number of Dwelling Units

79 = Maximum Number of Dwelling Units

3. The PUD's density is consistent with the density for the underlying zone. In the RS-7200 zone, there are approximately 6.05 dwelling units per acre. After excluding the proposed and existing rights-of-way and all access tracts, there are approximately 6.23

- dwelling units per acre within the PUD which is substantially the same population density within the RS-7200 zone.
4. Within the PUD 3.86 acres or 29% of the site have been preserved as open space and 6.88 acres or 50% of the site is utilized for home construction. The remaining 2.76 acres or 21% is utilized as public right-of-way or private access tracts.
  5. Crestwood Park is better than a traditional subdivision by applying a more creative approach which will result in a more efficient, aesthetic, and desirable community while at the same time maintaining the same population density and area coverage permitted in the zone in which the project is located.
  6. The PUD is preserving 3.86 acres of open space, by the clustering of homes on smaller lots while maintaining the density for the underlying zone.
  7. Deviations to the street standards are authorized by DMMC 18.52.100 and DMMC 17.36.010.
  8. The applicant will incorporate pedestrian amenities in the PUD that are not normally found in a standard subdivision. These amenities include:
    - a. An increased relationship between the public and private realms through the placement of the homes in close proximity to the sidewalk.
    - b. Visual impact of the automobile has been de-emphasized through the use of alley lot homes and street-facing garages located back behind front porches.
    - c. Bulb-outs at all intersections have been installed to reduce the amount of area dedicated to traffic a pedestrian crosses and acts as a traffic calming measure by visually reducing the road width without reducing the size of the travel lane.
    - d. Tracts of open space have been strategically placed through the PUD to provide areas for pedestrians to engage in recreational opportunities. Approximately 6,681 square feet of open passive recreation area was provided as part of the PUD.
    - e. Aesthetic design guidelines were established as part of the conditions of approval. Additional design requirements will ensure superior and properly scaled housing within the proposed subdivision.
    - f. Additional pedestrian connections to the proposed public park are incorporated into the PUD as part of the 1/3 mile or 1,927 linear feet of trail that will connect to South 272<sup>nd</sup> Street and 16<sup>th</sup> Avenue South.

- g. Physical improvements on South 272<sup>nd</sup> Street will go beyond the actual frontage of the development in order to provide meaningful improvements, particularly for pedestrians. The extension of these physical improvements will tie the sidewalk improvements along the Crestwood Park frontage together with other existing sidewalk improvements near by.
- h. The PUD includes the development of an additional 11,873 square feet of park space over the minimum requirement.
- i. The applicant will develop a full landscaping plan for the lots, open spaces, and ROWs to enhance the pedestrian quality of the PUD and provide for continuity of design for the entire project.

(C) WETLAND "A,C, & F"

- 1. The City has reviewed a wetland delineation report prepared by Wetland Resources, Inc. dated August 30, 2007
- 2. The above wetlands contain a total of 1,287 square feet and are considered palustrine, forested, broad-leaved deciduous, saturated wetland. Vegetation within the wetlands is represented by non-mature mixed canopy forest consisting mainly of an overstory of red alder and an understory of red-osier dogwood, salmonberry, and Oso-berry.
- 3. Wetlands A,C, & F are considered "Important" wetlands since the wetlands were delineated as Category III wetlands using the Washington State Wetland Rating System for Western Washington Revised (Ecology Publication #04-06-025).
- 4. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
- 5. Wetland F is located wholly within an existing 20 foot wide right-of-way dedicated as part of Short Plat LUA01-026 (Lourie) and recorded under King County recording number 20021119900007.
- 6. Wetlands A and C are adjacent to the existing City right-of-way and must be filled to provide the required additional 32 feet of right-of-way.
- 7. The fill of the wetlands is the only practical alternative given the alignment of the existing right-of-way and necessity of providing sufficient right-of-way width to connect 12<sup>th</sup> Place South and 16<sup>th</sup> Avenue South.

## (D) WETLAND "B"

1. The City has reviewed a wetland delineation report prepared by Wetland Resources, Inc. dated August 30, 2007
2. Wetland B is a 717 square feet palustrine, forested, broad-leaved deciduous, saturated wetland. Vegetation within Wetland B is represented by non-mature mixed canopy forest consisting mainly of an overstory of red alder and an understory of red-osier dogwood, salmonberry, and Oso-berry.
3. Wetland B is considered an "Important" wetland since the wetland was delineated as a Category III wetland using the Washington State Wetland Rating System for Western Washington Revised (Ecology Publication #04-06-025).
4. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
5. Given the size of the wetland (less than a 1,000 square feet), the wetland has insignificant habitat or functional value.
6. Past development activity has altered the hydrology of the wetland. Additionally, the majority of the buffer on the north side of the wetland will be removed as a result of the new road alignment discussed above.

## (E) WETLAND "D,G, &amp; H"

1. The City has reviewed a wetland delineation report prepared by Wetland Resources, Inc. dated August 30, 2007
2. The above wetlands contain a total of 2,208 square feet and are considered palustrine, scrub-shrub, broad-leaved deciduous, saturated wetland. Vegetation within the wetlands is represented by pioneer shrubs typical of disturbed sites consisting mainly of Himalayan blackberry and salmonberry.
3. Wetlands D,G,& H are considered an "Important" wetland since the wetland was delineated as a Category IV wetland using the Washington State Wetland Rating System for Western Washington Revised (Ecology Publication #04-06-025).
4. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
5. The wetlands have been degraded by previous development and other human activity.
6. The areas proposed for fill have been altered through historic grading and construction activity for the construction of the access roads for Lakehaven's

water towers and the existing home located on tax parcel 3222049110.

7. Given the history of hydrological alteration and small size, the wetlands have insignificant habitat or functional value.
8. Wetlands D and G are also adjacent to the existing City right-of-way and must be filled to provide the 32 feet of right-of-way.
9. The fill of the wetlands is the only practical alternative given the alignment of the existing right-of-way and necessity of providing sufficient right-of-way width to connect 12<sup>th</sup> Place South and 16<sup>th</sup> Avenue South.

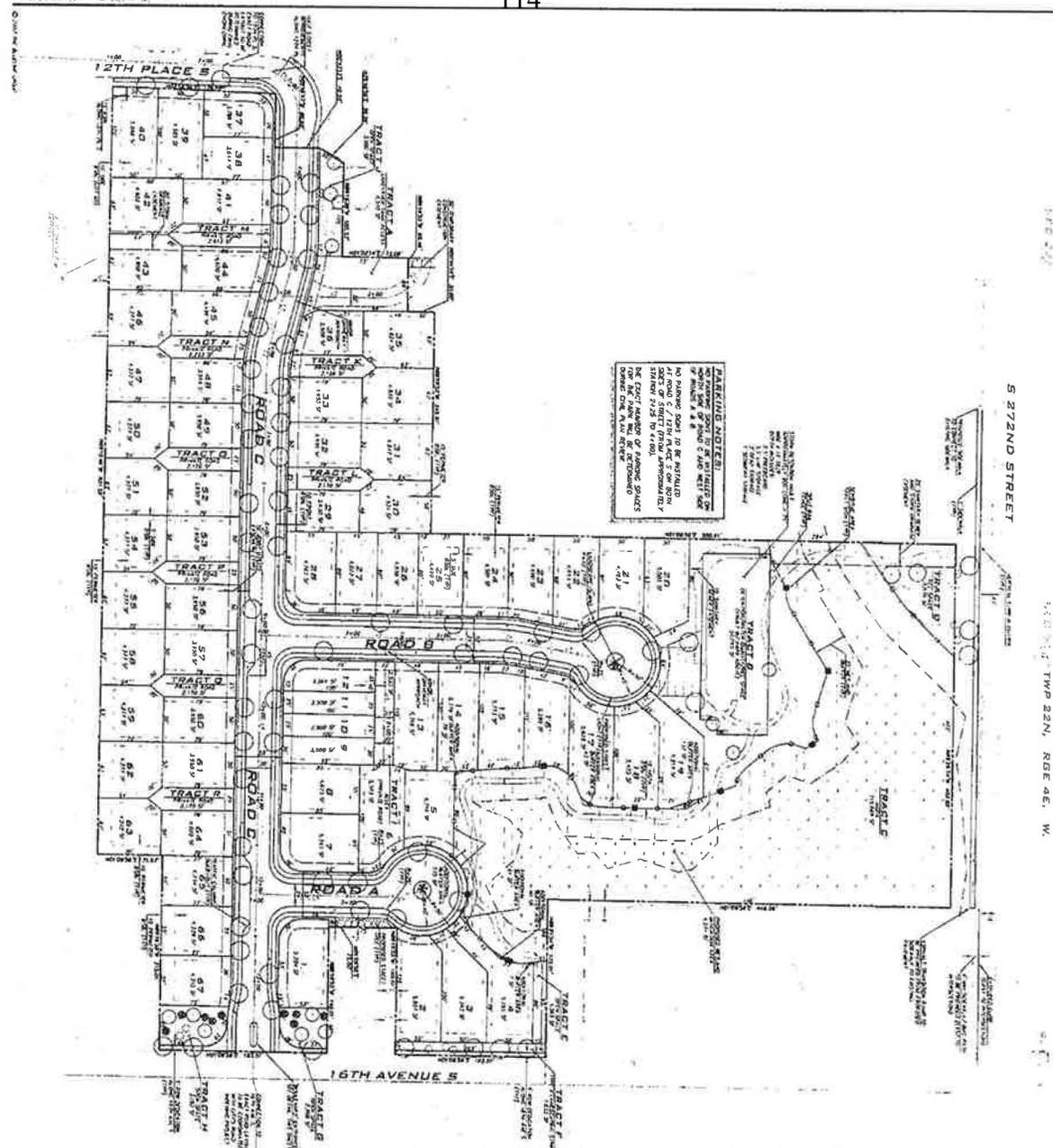
(F) WETLAND "Z"

1. The City has reviewed a wetland delineation report prepared by Wetland Resources, Inc. dated August 30, 2007
2. Wetland Z is a 139,041 square feet; however only 69,610 square feet of the wetland is located on the project site.
3. The wetland is considered a palustrine, forested, broad-leaved deciduous, saturated wetland which extends off-site to the west. Vegetation within Wetland Z is represented by non-mature mixed canopy forest consisting mainly of an overstory of red alder and an understory of red-osier dogwood, salmonberry, Oso-berry, skunk cabbage, and slough sedge.
4. Wetland Z is considered an "Important" wetland since the wetland was delineated as a Category III wetland using the Washington State Wetland Rating System for Western Washington Revised (Ecology Publication #04-06-025).
5. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
6. On April 23, 2007, the City received a technical memorandum from Grette Associates, LLC which confirmed that the wetland was a Category III wetland.
7. The wetland and corresponding buffer will be placed within a separate tract and deeded to the City at the time of final plat.









**PARKING NOTES:**  
 1. PARKING SPACES SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF DES MOINES ORDINANCE 142.001.  
 2. PARKING SPACES SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF DES MOINES ORDINANCE 142.002.  
 3. PARKING SPACES SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF DES MOINES ORDINANCE 142.003.  
 4. PARKING SPACES SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF DES MOINES ORDINANCE 142.004.  
 5. PARKING SPACES SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF DES MOINES ORDINANCE 142.005.

5 872ND STREET

TWP 22N, RGE 4E, W.

**WETLAND DATA**

DATE	BY	DESCRIPTION
06/04/23	PP-01	WETLAND DATA

**WETLAND DATA**

DATE	BY	DESCRIPTION
06/04/23	PP-01	WETLAND DATA

**NGPA LEGEND:**

- WETLAND DECISION
- WETLAND BUFFER
- WETLAND SENSITIVE AREA
- WETLAND RESTRICTED AREA

**LOT ACCESS NOTE:**

LOT ACCESS SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF DES MOINES ORDINANCE 142.001.

**TRACT DIVERSITY NOTE:**

TRACT DIVERSITY SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF DES MOINES ORDINANCE 142.002.

**ORIENTAL ACCESS NOTE:**

ORIENTAL ACCESS SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF DES MOINES ORDINANCE 142.003.

**ALLEY ACCESS NOTE:**

ALLEY ACCESS SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF DES MOINES ORDINANCE 142.004.

**WETLAND RESTRICTIONS:**

WETLAND RESTRICTIONS SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF DES MOINES ORDINANCE 142.005.

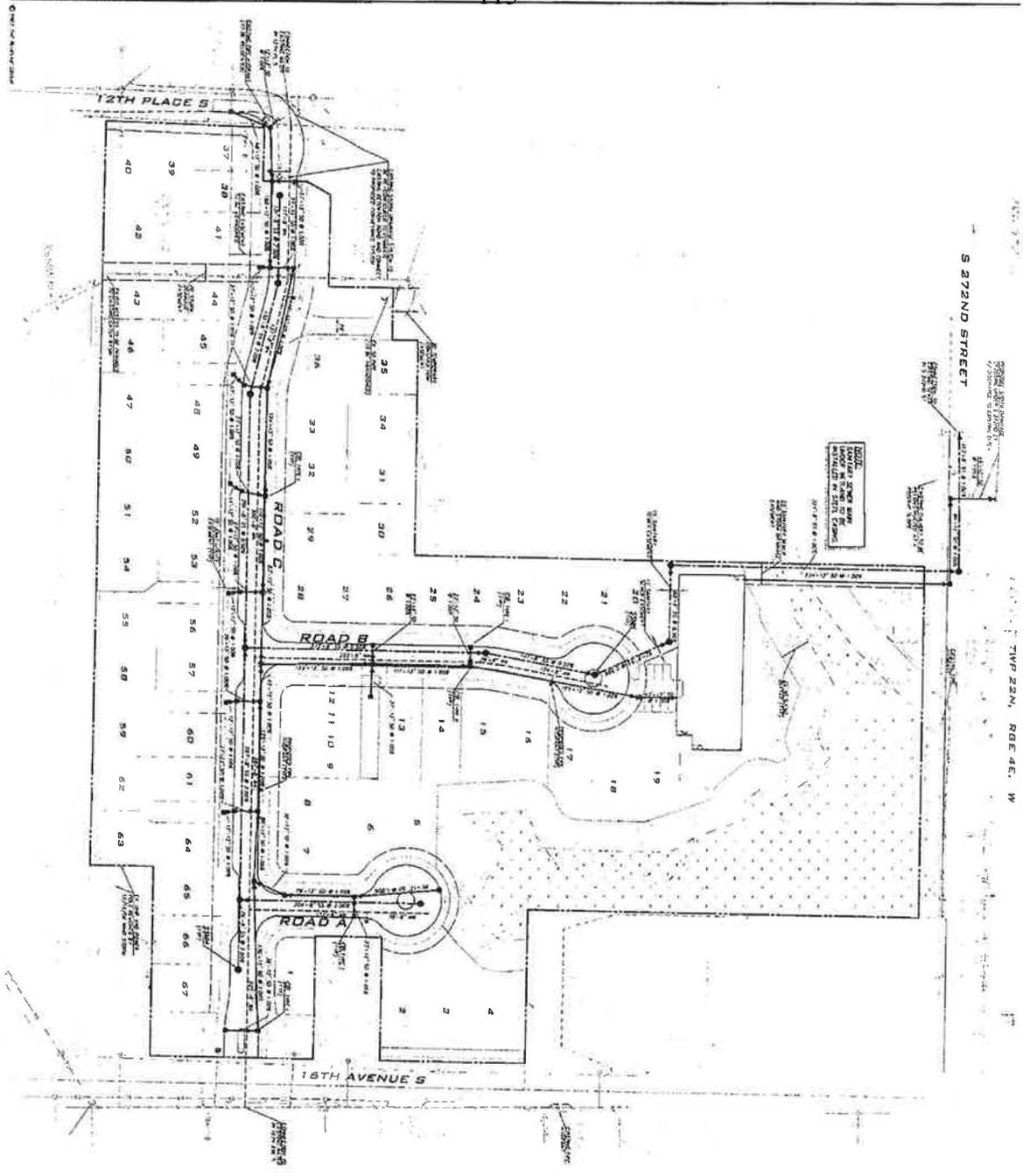
**ENTRANCE DETAIL**

**PRELIMINARY PLAT MAP**  
**PLANNED UNIT DEVELOPMENT (PUD)**  
**CRESTWOOD PARK**  
 NORTHLAKE CRESTWOOD PARK, LLC

CITY OF DES MOINES      WASHINGTON

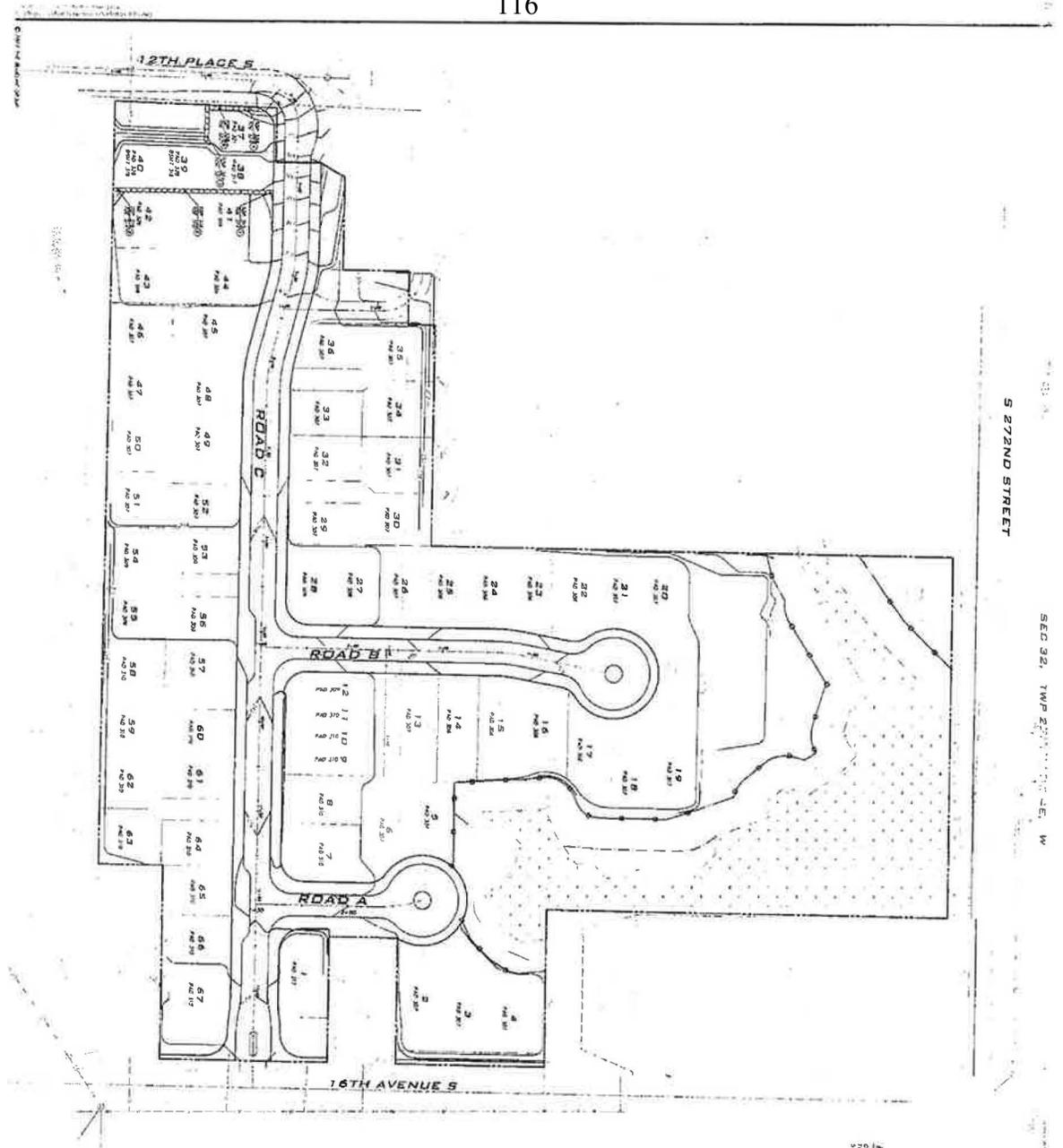
**REVISIONS**

NO.	DATE	BY	DESCRIPTION
1	06/04/23	PP-01	ISSUED FOR REVIEW



**NOTE:**  
 UNLESS SHOWN OTHERWISE,  
 ALL UTILITIES ARE TO BE  
 INSTALLED IN ACCORDANCE  
 WITH THE CITY OF DES MOINES  
 STANDARDS AND SPECIFICATIONS.

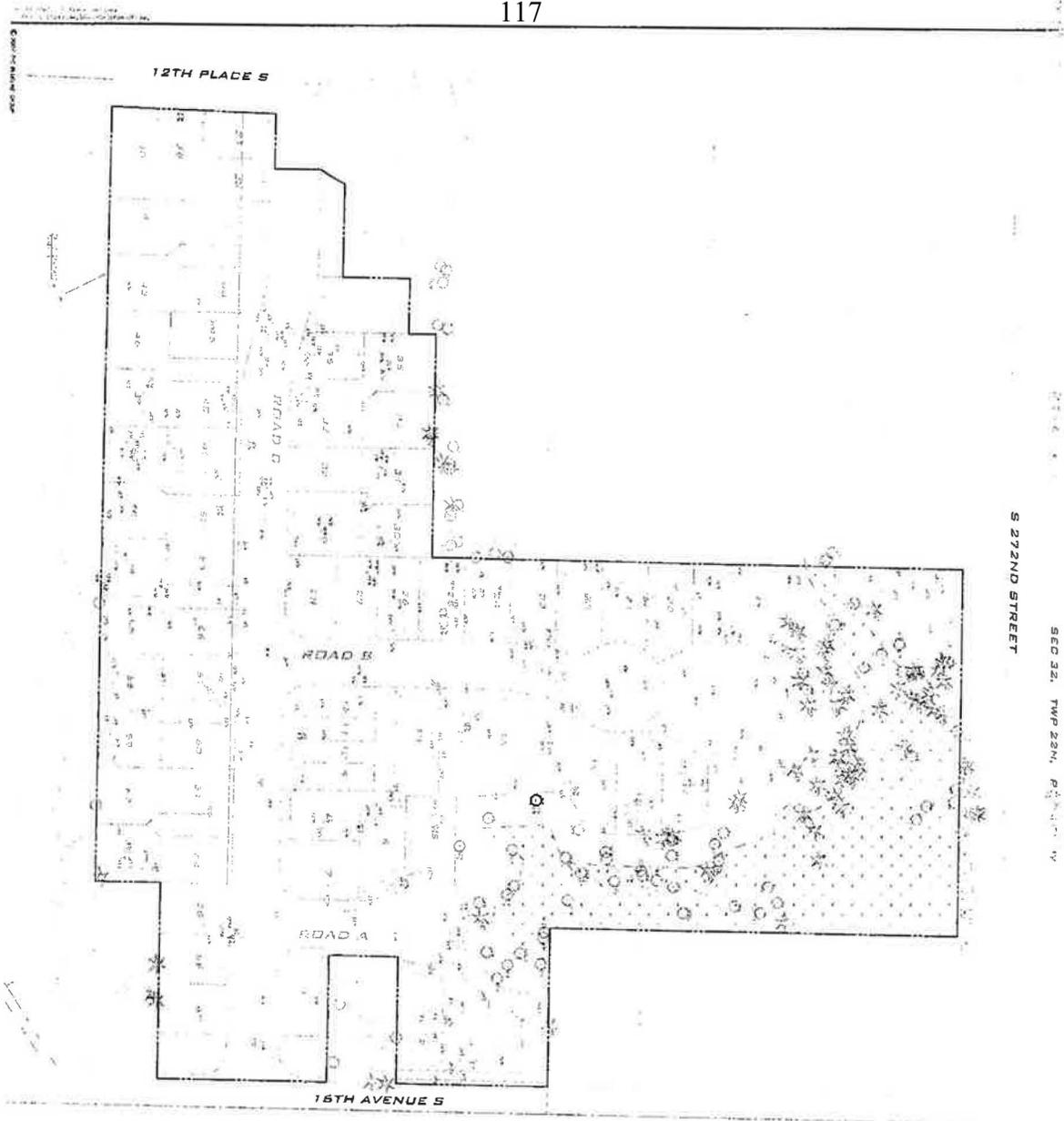
 CITY OF DES MOINES WASHINGTON	<b>CONCEPTUAL UTILITY PLAN                  PLANNED UNIT DEVELOPMENT (PUD)                  CRESTWOOD PARK                  NORTHLAKE CRESTWOOD PARK, LLC</b>		NO. DATE BY _____ _____ _____ _____ _____	REVISIONS _____ _____ _____ _____
	DES MOINES 06-043 UP-01 AND 5 OF 8	BLUELINE  515 281-1111 1000 13th St, Des Moines, IA 50319		



PRELIMINARY EARTHWORK QUANTITIES

DATE: 12/20/11  
 DRAWN BY: J. W. WILSON  
 CHECKED BY: J. W. WILSON

 <p><b>CITY OF DES MOINES</b></p>	<p>PRELIMINARY GRADING PLAN                  PLANNED UNIT DEVELOPMENT (PUD)  <b>CRESTWOOD PARK</b>                  NORTHLAKE CRESTWOOD PARK, LLC</p>	<p>NO DATE BY</p>	<p>REVISIONS</p>	<p>DATE: 12/20/11                  DRAWN BY: J. W. WILSON                  CHECKED BY: J. W. WILSON</p>	<p><b>BLUELINE</b></p>



S 272ND STREET

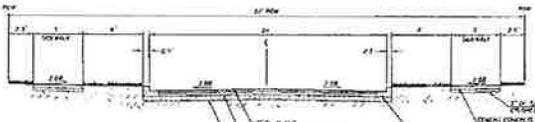
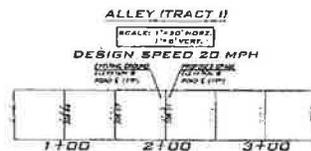
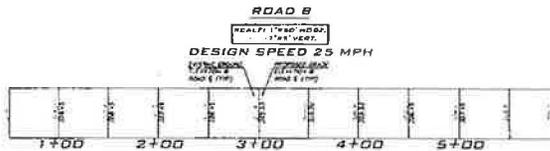
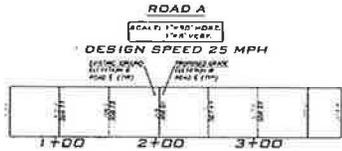
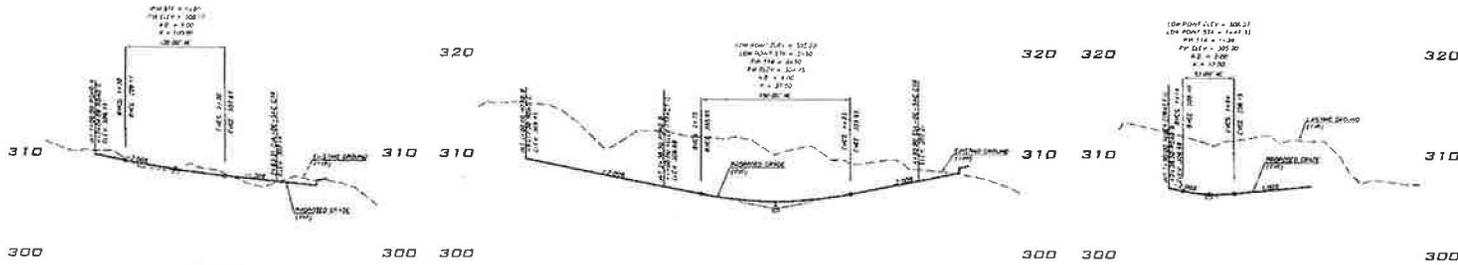
SEC 32, TWP 23N, R. 10E, S. 1W

**TREE LEGEND**

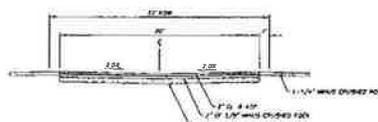
- TREE TO REMAIN
- TREE TO BE REMOVED
- EXISTING OTHER TREE

 CITY OF DES MOINES	<b>TREE RETENTION PLAN</b> <b>PLANNED UNIT DEVELOPMENT (PUD)</b> <b>CRESTWOOD PARK</b> NORTHLAKE CRESTWOOD PARK, LLC	WASHINGTON	NO. DATE BY REVISIONS	 <b>BLUELINE</b>
			CITY OF DES MOINES	
TR-01 06-043 7 of 8	ALL RIGHTS RESERVED. NO PART OF THIS PUBLICATION MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE PUBLISHER.			

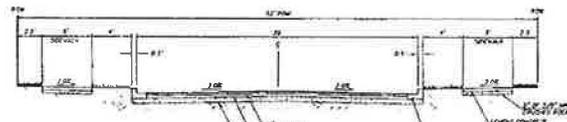
SEC 32, TWP 22N, R6E 4E.



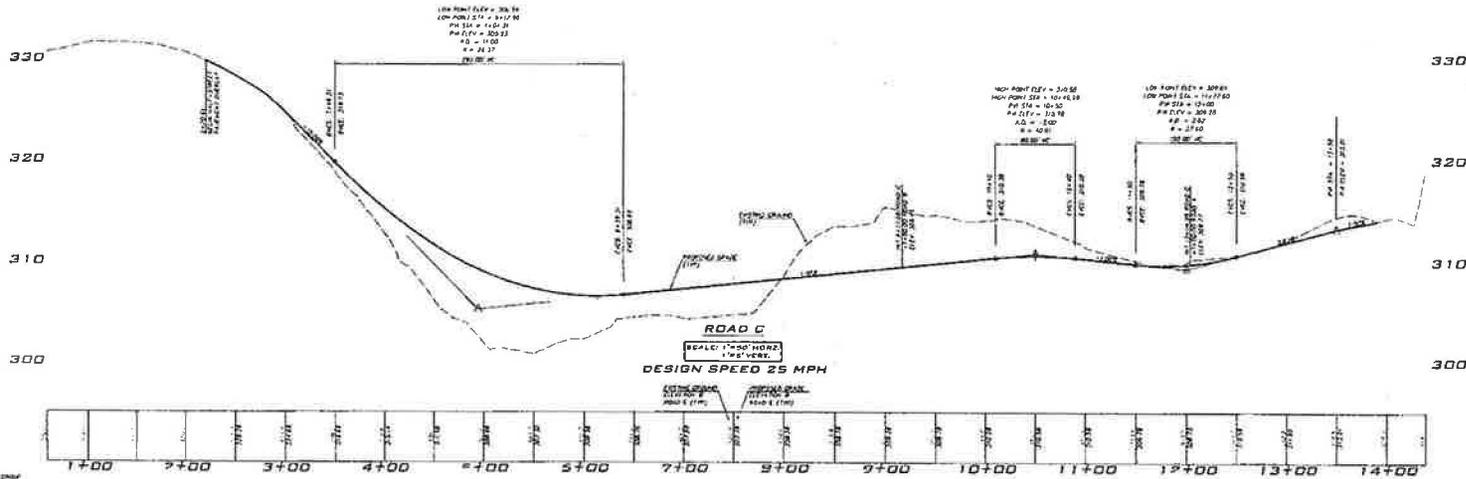
**ROAD A & B STREET CROSS SECTION**  
RESIDENTIAL, 52' ROW  
SCALE 1"=1'



**STANDARD ALLEY CROSS SECTION**  
SCALE 1"=1'



**ROAD C STANDARD STREET CROSS SECTION**  
RESIDENTIAL, 52' ROW  
SCALE 1"=1'



**ROAD C**  
DESIGN SPEED 25 MPH

**BLUELINE**

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DATE: 11/13/07  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 PROJECT: PLANNED UNIT DEVELOPMENT (PUD) CRESTWOOD PARK NORTH LAKE CRESTWOOD PARK, LLC  
 SHEET: 8 OF 8

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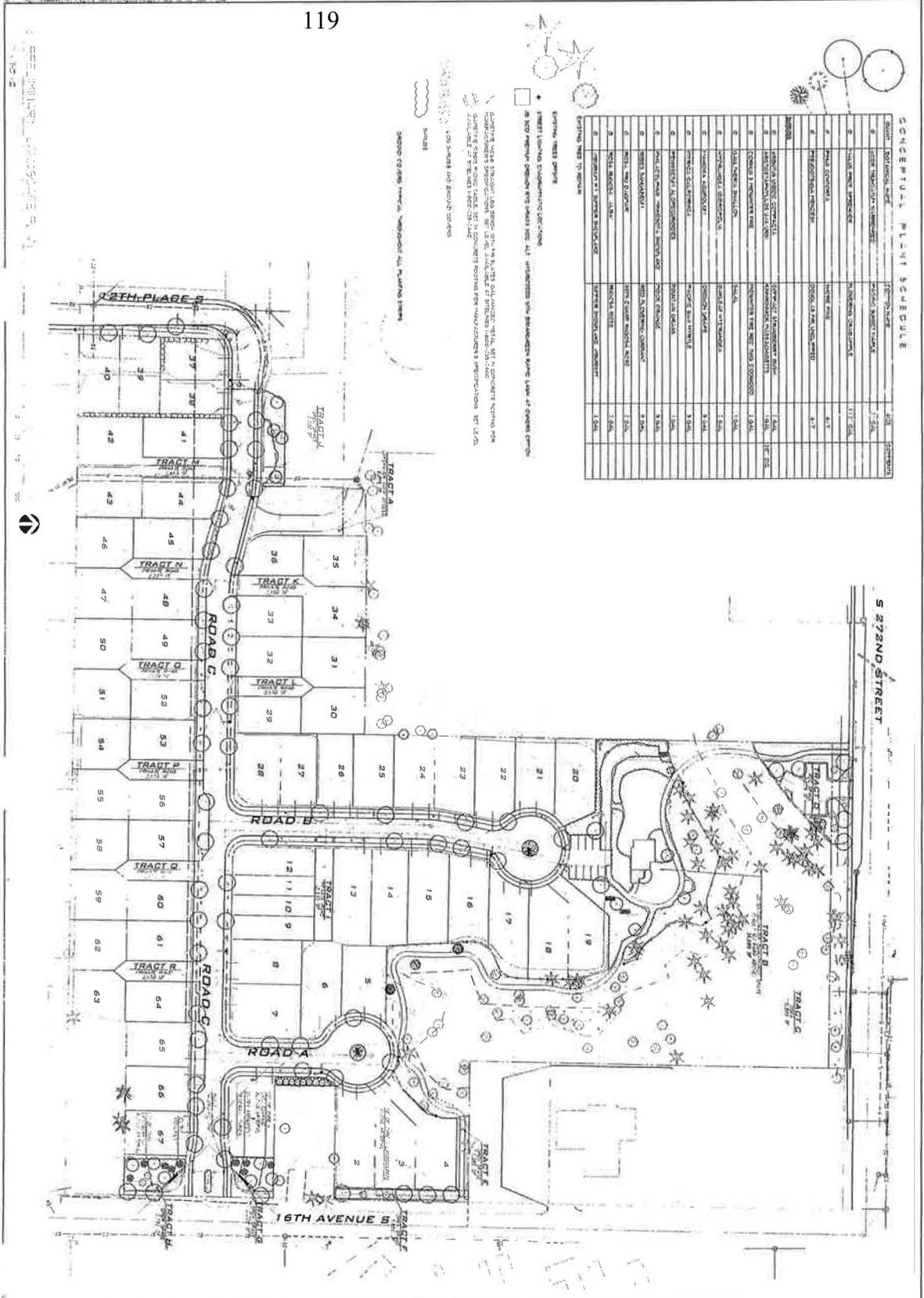
PRELIMINARY ROAD PROFILES  
 PLANNED UNIT DEVELOPMENT (PUD)  
**CRESTWOOD PARK**  
 NORTH LAKE CRESTWOOD PARK, LLC  
 CITY OF DES MOINES WASHINGTON

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DATE: 11/13/07  
 JOB NUMBER: 06-043  
 REVISION: RP-01  
 SHEET: 8 OF 8

CONCEPTUAL PLANT SCHEDULE

NO.	DESCRIPTION	QUANTITY	SIZE	REMARKS
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**REVISIONS**

NO.	DATE	DESCRIPTION
1	11/10/17	ISSUED FOR PERMITS
2	11/10/17	ISSUED FOR PERMITS
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**Scale:** 1" = 20'

**DATE:** 11/10/17

**PROJECT:** NORTHLAKE CRESTWOOD PARK, LLC  
CRESTWOOD PARK P.U.D., DES MOINES, WA  
PRELIMINARY LANDSCAPE PLAN

**DESIGNER:** [Logo]

**SCALE:** 1" = 20'

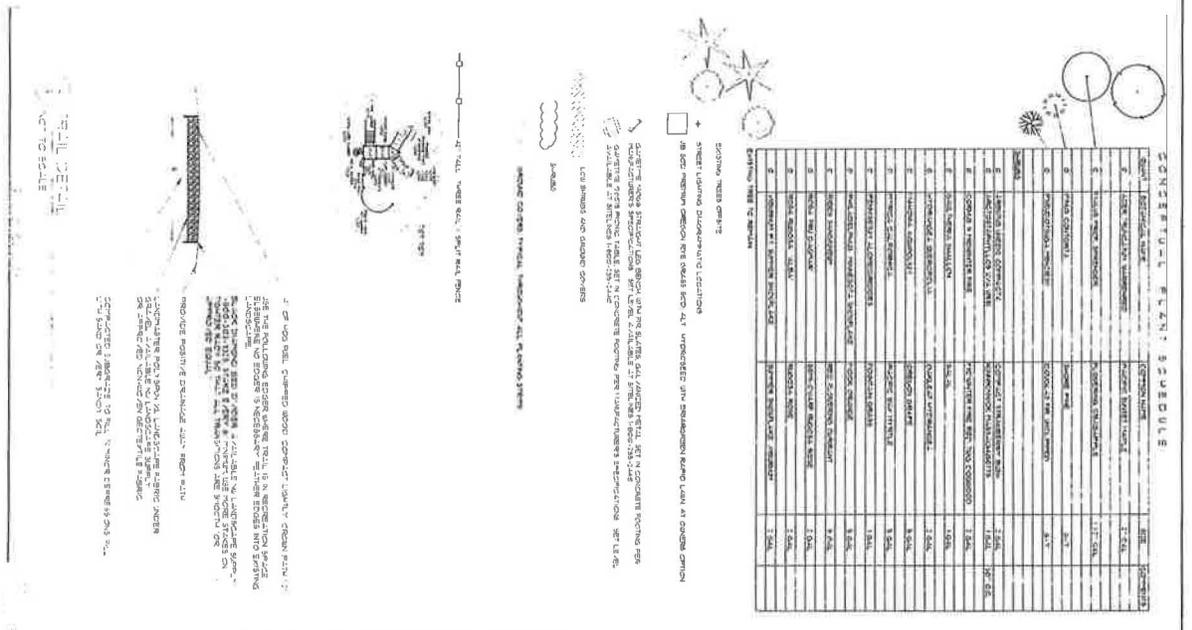
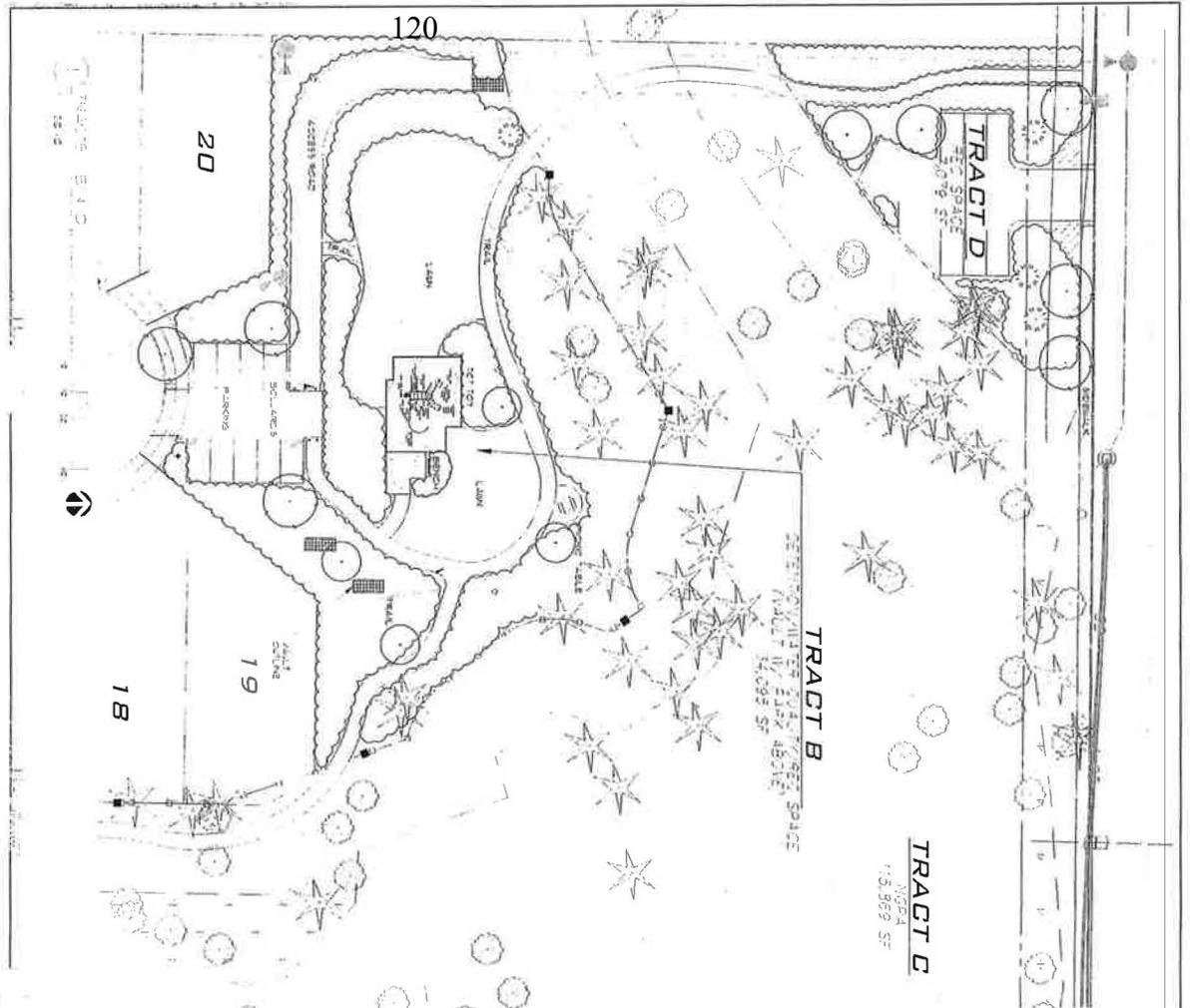
**DATE:** 11/10/17

**PROJECT:** NORTHLAKE CRESTWOOD PARK, LLC  
CRESTWOOD PARK P.U.D., DES MOINES, WA  
PRELIMINARY LANDSCAPE PLAN

**SCALE:** 1" = 20'

**DATE:** 11/10/17

**PROJECT:** NORTHLAKE CRESTWOOD PARK, LLC  
CRESTWOOD PARK P.U.D., DES MOINES, WA  
PRELIMINARY LANDSCAPE PLAN



CONTENTS - PLAN: SCHEDULE

NO.	DESCRIPTION	DATE	BY
1	COVER SHEET	7-24-10	...
2	TRACT D 50,000 SF	11-17-10	...
3	TRACT B 143,969 SF	11-17-10	...
4	TRACT C 143,969 SF	11-17-10	...
5	TRACT D 50,000 SF	11-17-10	...
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**REVISIONS**

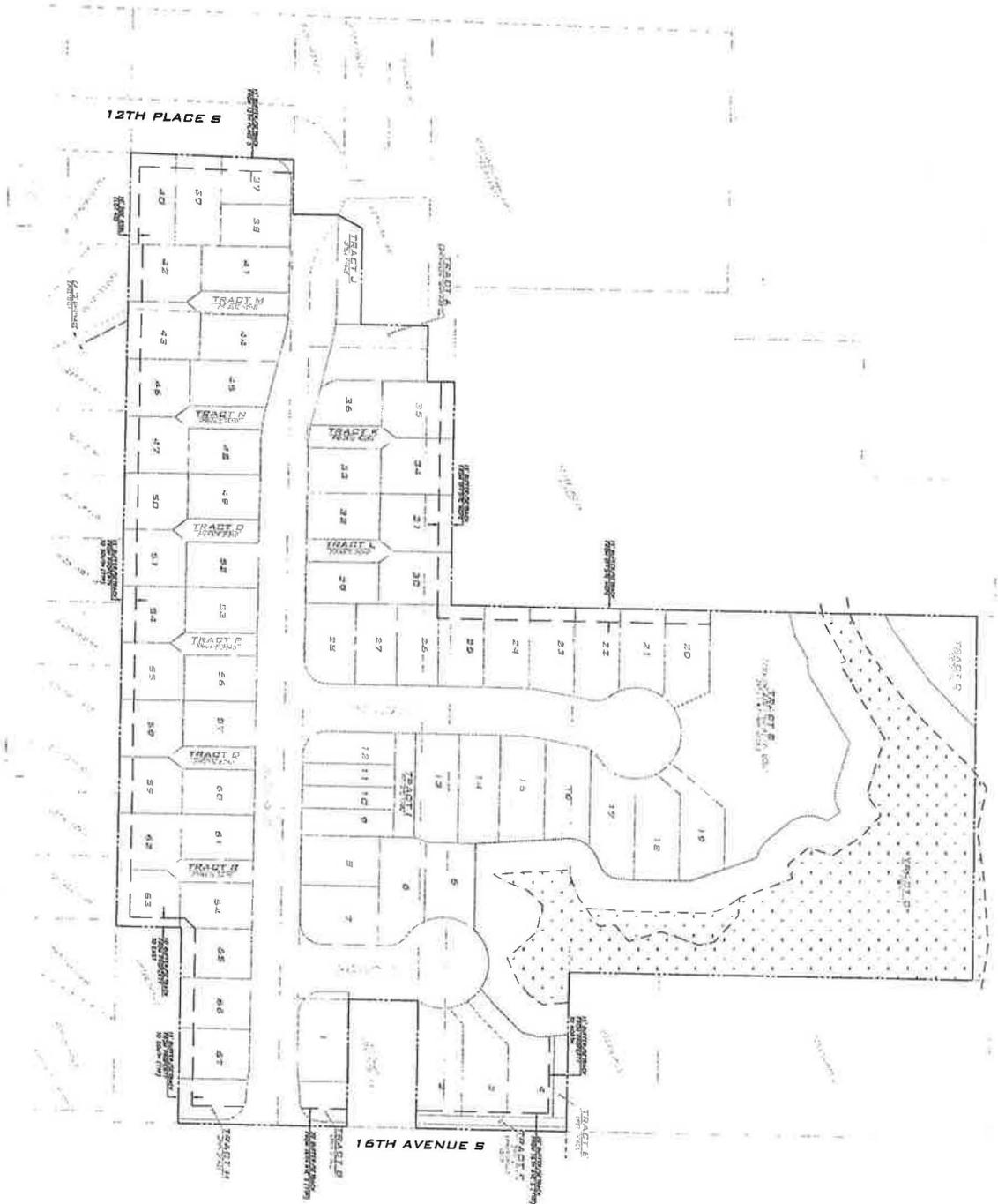
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**Northlake Crestwood Park, LLC**  
**CRESTWOOD PARK P.U.D., DES MOINES, WA**  
**PRELIMINARY LANDSCAPE PLAN, TRACTS 'B' & 'D'**

**L-2**



01/21/2019 10:52 AM  
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 122.dwg  
 12/21/2018 10:52 AM



SEC 32, TWP 22N, R9E 4E, W.M.

S 272ND STREET

 <p>                 CITY OF DES MOINES                  DES MOINES, IOWA                  50319-0001             </p>	<b>ADJACENT PROPERTY                  BUFFERS / SETBACKS                  CRESTWOOD PARK                  NORTHLAKE CRESTWOOD PARK, LLC</b>		<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	BY	REVISIONS												
	NO.	DATE		BY	REVISIONS														
PROJECT NO. <b>122</b>		 <p>                 BLUELINE                  1000 WEST 15TH AVENUE                  SUITE 100                  DENVER, CO 80202                  (303) 733-1111                  WWW.BLUELINE.COM             </p>																	
DATE: <b>01/21/2019</b>																			
DRAWN BY: <b>AL</b>																			





# CITY COUNCIL REGULAR MEETING

## Speaker Sign-Up Sheet

November 30, 2017

NAME (PLEASE PRINT)	ADDRESS	TOPIC	PHONE/E-MAIL ADDRESS
✓ TRACI BUXTON	Des Moines	Shellfish downgrade	206-251-2719
X JOE GINGH	Normandy Park	Land use	206-794-305
✓ Brenda Fodge	Snohomish	Crestwood Park	4259410735
✓ Anne Kroeker	Des Moines	Ecology Projects	annek@36524.com
✓ JC Harris	Des Moines	AVIATION	
✓ Erica Larson	Des Moines	ASB Secretary Mt. Rainier	
✓ Yan Torres	Des Moines	Mt. Rainier Class Pres	Gender Neutral bathrooms Mental Health Awareness



SOUND CITIES ASSOCIATION  
38 Cities. A Million People. One Voice.

**2018 DRAFT SCA Assessment**

<b>Municipality</b>	<b>2017 OFM Population w/80K cap</b>	<b>2018 Assessment (0.636128 rate)</b>
Algona	3,180	\$ 2,023
Auburn (part)	69,060	\$ 43,931
Beaux Arts Village	300	\$ 191
Bellevue	80,000	\$ 50,890
Black Diamond	4,335	\$ 2,758
Bothell (part)	26,860	\$ 17,086
Burien	50,680	\$ 32,239
Carnation	2,030	\$ 1,291
Clyde Hill	3,015	\$ 1,918
Covington	19,850	\$ 12,627
Des Moines	30,860	\$ 19,631
Duvall	7,500	\$ 4,771
Enumclaw (part)	11,450	\$ 7,284
Federal Way	80,000	\$ 50,890
Hunts Point	415	\$ 264
Issaquah	36,030	\$ 22,920
Kenmore	22,580	\$ 14,364
Kent	80,000	\$ 50,890
Kirkland	80,000	\$ 50,890
Lake Forest Park	12,990	\$ 8,263
Maple Valley	24,900	\$ 15,840
Medina	3,205	\$ 2,039
Mercer Island	24,210	\$ 15,401
Milton (part)	1,195	\$ 760
Newcastle	11,280	\$ 7,176
Normandy Park	6,595	\$ 4,195
North Bend	6,605	\$ 4,202
Pacific (part)	6,855	\$ 4,361
Redmond	62,110	\$ 39,510
Renton	80,000	\$ 50,890
Sammamish	62,240	\$ 39,593
SeaTac	28,850	\$ 18,352
Shoreline	55,060	\$ 35,025
Skykomish	200	\$ 127
Snoqualmie	13,210	\$ 8,403
Tukwila	19,660	\$ 12,506
Woodinville	11,660	\$ 7,417
Yarrow Point	1,040	\$ 662
<b>TOTAL</b>	<b>1,040,010</b>	<b>\$ 661,579</b>

SCA membership assessments are based on the most recent official population figure for each city and town as provided by the State Office of Financial Management (OFM) times the annual assessment rate. The assessment rate is adjusted annually based on the CPI-W for Seattle/Tacoma/Bremerton, with a floor of 0% and a cap of 3%.

**2018 ESTIMATED Budget**




---

**Income:**

City Membership Dues:	\$	661,579	
Regional Associate Membership Dues & Event Sponsorships:	\$	56,000	
Event Registration Fees:	\$	27,000.00	
Interest Income:	\$	2,900.00	
<b>Total Income:</b>			<b>\$ 747,479</b>

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**Expenses:**

<b>Staff:</b>			<b>\$ 648,697</b>
Salaries:	\$	481,500	
Taxes:	\$	36,237	
Unemployment:	\$	430	
Social Security:	\$	27,509	
Medicare:	\$	6,982	
L & I:	\$	1,315	
Staff Benefits:			\$ 130,960
PERS Contributions:	\$	61,151	
Medical/Dental/Vision/Life Insurance:	\$	53,809	
Professional Development:	\$	4,000	
Travel Reimbursement/Car Allowance:	\$	12,000	
<b>Office/Overhead:</b>			<b>\$ 47,539</b>
Rent:	\$	24,089	
Office Insurance:	\$	500	
Printing/Publications:	\$	5,500	
Copier/Printer Lease & Maintenance:	\$	5,000	
Outside Printing/Publications:	\$	500	
IT:			\$ 5,300
Internet:	\$	1,200	
Website Design/Hosting:	\$	1,600	
IT Staff Support:	\$	2,000	
IT Equipment:	\$	500	
Phones:	\$	4,000	
Credit Card, Banking, and Other Fees:	\$	150	
Accounting & Payroll Processing Fees:	\$	4,000	
Legal:	\$	1,500	
Office Supplies/Miscellaneous:	\$	2,500	
<b>Event Expenses:</b>			<b>\$ 21,000</b>
Food/Beverages:	\$	18,700	
Event Payment Processing Fees:	\$	1,200	
Other Meeting Expenses:	\$	1,100	
<b>Board/Organizational Development:</b>			<b>\$ 19,950</b>
Directors & Officers Insurance:	\$	1,950	
Awards/Recognition:	\$	1,000	
Retreats/Meetings/Conferences/Dues/Events:	\$	7,000	
Consultants & Temporary Staff:	\$	10,000	
<b>Contingency Fund:</b>			<b>\$ 10,000</b>
<b>Total Expenses:</b>			<b>\$ 747,186</b>

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<b>Total Income:</b>	\$	<b>747,479</b>	
<b>Total Expense:</b>	\$	<b>747,186</b>	
	\$	294	

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November 15, 2017

Dear Des Moines Resident,

We are writing to notify you of an upcoming rate adjustment. The rate adjustment, effective January 1, 2018, results from an increase in the Consumer Price Index.

Des Moines residential customers can expect to see a small rate increase on your next invoice. The current and new rates for the most common service levels are shown below:

Service Rate	2017 Rate	2018 Rate
1 10-gallon Micro-Can	\$9.17	\$9.60
1 20-gallon Cart	\$14.11	\$14.69
1 32-gallon Cart	\$19.05	\$19.79
1 64-gallon Cart	\$29.31	\$30.30
1 96-gallon Cart	\$39.55	\$40.79

\*These rates do not include applicable County and State taxes and fees.

A complete list of residential rates can be found in your customer service guide, and will also be available on our website beginning November 15, 2017.

If you have questions about your Recology CleanScapes services, please visit [recology.com/des-moines](http://recology.com/des-moines), call us at 206.762.4900, or email us at [desmoines@recology.com](mailto:desmoines@recology.com). Thank you.

Sincerely,

The Recology CleanScapes Team

## Bonnie Wilkins

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**From:** Churchill, Elizabeth <Churchill.E@portseattle.org> on behalf of Lyttle, Lance <Lyttle.L@portseattle.org>  
**Sent:** Thursday, November 30, 2017 4:09 PM  
**To:** Michael Matthias  
**Cc:** Bonnie Wilkins; Halse, Katie  
**Subject:** New for 2018: SEA Stakeholder Advisory Round Table



Dear Mr. Matthias,

On behalf of Seattle-Tacoma International Airport and the Port of Seattle, I invite the City of Des Moines to engage with the airport in a new way.

Beginning in February 2018, the SEA Stakeholder Advisory Round Table (StART) will provide a new opportunity to share information, discuss community concerns and voice feedback on the airport's construction projects, programs and operations. Meetings will be designed to encourage dialogue on airport activities, inform decision-making and increase knowledge about the airport and surrounding cities.

Membership will include community members and city staff; and representatives from airlines, air cargo and the Port. The Federal Aviation Administration is expected to provide agency expertise. Members and alternates will be appointed for a two-year term and serve at the pleasure of their appointing bodies.

I invite the City of Des Moines to designate members to serve as stakeholders on StART, as follows:

- Two community members who reside, own a business or property, or are employed within the city and who do not serve as an elected official;
- One non-elected city employee; and

# Airport Community Ecology (ACE) Fund

Katie Kuciemba Halse, Local Government Relations Program Manager

Christina Billingsley, Environmental Engagement Program Manager

With Thanks To:

Michael Matthias, City of Des Moines

Dan Brewer, City of Des Moines



# Overview

## Airport Community Ecology Fund (ACE Fund)

- \$1 million fund
- Supports ecological and environmental projects and programs
- Focus communities: SeaTac, Burien and  
Des Moines

# Approach

Small Matching Grants Program	Green Cities Partnership Program
<ul style="list-style-type: none"><li>• \$550,000 over three years</li><li>• Administered directly by Port</li><li>• Port and city representatives serve on grant application review panel to select projects</li><li>• Small-scale, community-based projects</li><li>• Bi-annual grant cycles</li><li>• State-required 3:1 match</li></ul>	<ul style="list-style-type: none"><li>• \$450,000 over three years</li><li>• Administered by Forterra</li><li>• City and community engagement and implementation</li><li>• Large-scale projects</li><li>• Des Moines Memorial Way planning</li><li>• Coordination with King County tree canopy mapping</li></ul>

# Work to Date

- Winter 2016 – Commission authorizes ACE Fund
- Spring 2017 – Port staff outreach, research, program development
- Summer 2017 – Launch Small Matching Grants Program
- Fall 2017 – Round 1 grantees selected
- Winter 2017 – Forterra “Green Cities Partnership” contract execution

# Des Moines Grantees

- Reach Out Des Moines – Midway Park  
Community Garden

- Neighborhood-sourced community garden planning
- Healthy food access and gardening education



Photo: City of Des Moines, Sonju Park  
Community Garden

# Des Moines Grantees

- Key Tech Labs – Farmbot: Ecotech in an Urban Garden
  - STEM (Science, Technology, Engineering, Math) education
  - Healthy food, gardening, digital literacy



Photo: Key Tech Labs

# Des Moines Grantees

- Des Moines Rotary Foundation –  
Midway Park and Play Area Restoration
  - Volunteer-led repairs and maintenance
  - Safe and welcoming play area for families



Photo: City of Des Moines

# Des Moines Grantees

- Des Moines Legacy Foundation – Puget Sound Environmental Sculpture
  - Public art
  - Community-sourced “found” objects
  - Des Moines’ seafaring, ecological, cultural history



Photo: Des Moines Marina

# Des Moines Grantees

- Friends of Saltwater State Park –  
Invasive Weed Removal and Awareness  
Campaign
  - Forest restoration work parties
  - Educational activities and interpretive signage



Photo: Friends of Saltwater State Park

# Other Grants Benefiting

## Des Moines residents

- Environmental Science Center – Beach Heroes Program
- FutureWise – Stormwater Festival
  - Environmental education for Highline School District students

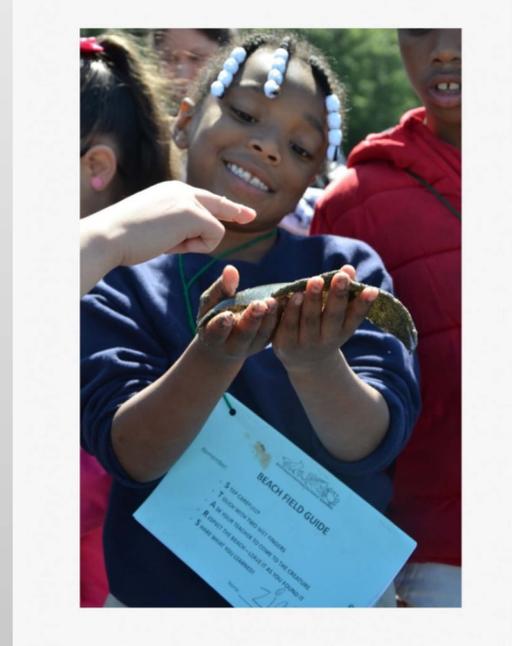


Photo: Environmental Science Center

# 2018 Small Matching Grant Cycle

Call for Round 2 applications: January 2018

- Deadline: March
- Awardees selected: May

Call for Round 3 applications: July 2018

- Deadline: September
- Awardees selected: November

# Next Up: Green Cities Partnership

- Improve urban forest and natural area health
- Galvanize an informed and involved community
- Ensure long-term sustainability



# Public Lands Restoration



# Questions?

- Christina Billingsley, Environmental Engagement Program Manager
  - [Billingsley.c@portseattle.org](mailto:Billingsley.c@portseattle.org)
  - 206.787.5667

# Poverty Bay Shellfish Protection District Formation

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CITY OF DES MOINES COUNCIL – NOVEMBER 30<sup>TH</sup> 2017

TYLER BEEKLEY – WATER QUALITY SPECIALIST



May 11<sup>th</sup> 2017 King County  
Council Presentation

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- 1 {
  - *Continue to working with the Technical Committee (ongoing)*
- 2 {
  - *Brief City Councils and Sewer Districts (May/June)*
- 3 {
  - *Refine the Draft Shellfish Protection Plan (May/June)*
- 4 {
  - *Refine the District's Boundaries (May/June)*
- 5 {
  - *Determine a need/amount of a proposed fee (May/June)*
- 6 {
  - *Draft an ordinance creating the District (July/August)*
- 7 {
  - *Seek King County Council action on the ordinance (Fall 2017)*

1

- *Continue to working with the Technical Committee (ongoing)*

6/21/2017

 City of Des Moines

10/12/2017

 King County – Seattle Office

11/20/2017

 King County – Seattle Office

2

- *Brief City Councils and Sewer Districts (May/June)*

January 2018

 City of Federal Way

Committee Level

 Sewer Districts

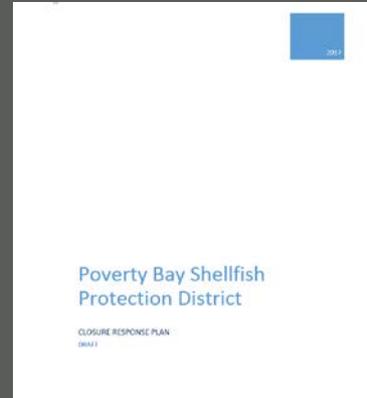
3

- Refine the Draft Shellfish Protection Plan (May/June)

11/20/2017



King County – Seattle Office



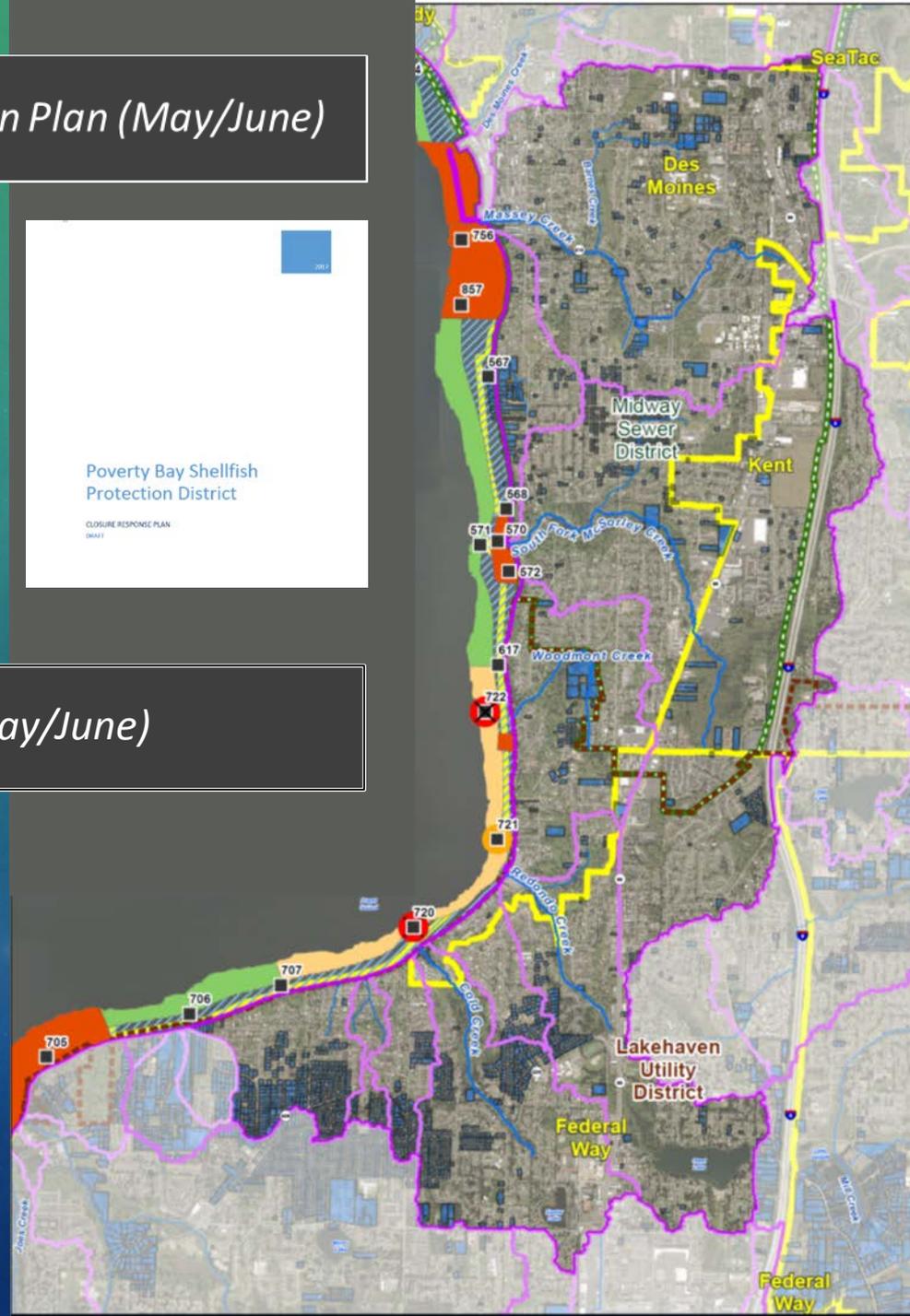
4

- Refine the District's Boundaries (May/June)

10/12/2017



King County – Seattle Office



5

- *Determine a need/amount of a proposed fee (May/June)*

A fee is not being proposed in the current ordinance and funding is currently being provided by King County, additionally funding is also being sought after in grants applications.

6

- *Draft an ordinance creating the District (July/August)*

11/20/2017



King County – Seattle Office

7

- *Seek King County Council action on the ordinance (Fall 2017)*

1st Quarter 2018

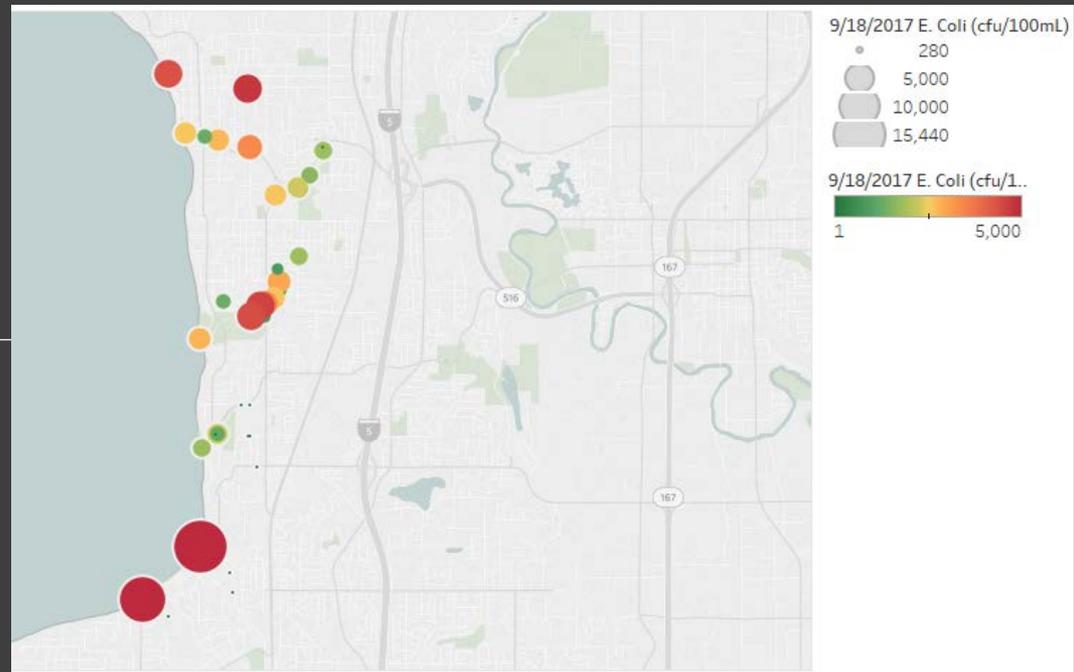


King County Council

# Next Steps

## Continued Sampling

- UW Tacoma
- WA DOH



## Closure Plan and Ordinance Review Through Environment Committee

- January Meeting

# QUESTIONS?