

## AMENDED AGENDA

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

**August 8, 2019 – 5:00 – 9:00 p.m.**

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### COMMENTS FROM THE PUBLIC

*Note: Comments from the public must be limited to the items of business on the Study Session Agenda per Council Rule 10. Please sign in prior to the meeting and limit your comments to three (3) minutes.*

### DISCUSSION ITEMS

#### ITEM 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through August 1, 2019 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#158090-158360	\$1,439,826.90
Void Checks from Previous Check Runs		\$ (110.00)
Electronic Wire Transfers	# 1274-1288	\$ 648,205.16
Payroll Checks	# 19223-19235	\$ 16,544.07
Payroll Direct Deposit	#294001-294186	\$ 424,266.55
Total Checks and Wires for A/P and Payroll:		\$2,528,732.68

#### ITEM 2: APPROVAL OF MINUTES

Motion is to approve the June 6, 2019 Study Session Minutes and the June 13, June 27, and July 11, 2019 Regular Meeting Minutes.

#### ITEM 3: CONSULTANT CONTRACT AMENDMENT #9 – GRANT FREDRICKS

Motion is to approve Amendment/Addendum #9 to the Contract with Grant Fredricks, continuing professional consulting services through December 31, 2020, with an increase of \$25,000 for 2019 (bringing the total not-to-exceed amount for 2019 services to \$75,000.00) and up to \$60,000 in 2020 services, and authorize the City Manager to sign the contract amendment substantially in the form submitted.

#### ITEM 4: ARTS COMMISSION APPOINTMENT

Motion is to confirm the Mayoral appointment of Tiffani Melake to a term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2020.

- ITEM 5: AMENDMENT 1 TO THE CONSULTANT CONTRACT WITH WAGGONER MARINA CONSULTING/BURROWS BAY ASSOCIATES LLC  
Motion is to approve the amendment for the phase II proposal with Waggoner Consultants in the amount not to exceed \$46,500.00, bringing the total contract amount to \$49,500.00 and authorize the City Manager to sign said amendment, substantially in the form as submitted.
- ITEM 6: LEASE AGREEMENT WITH SR-3 FOR DES MOINES MARINA, SOUTH  
Motion is to approve the lease agreement with SR-3, leasing certain property on the Marina floor, and authorize the City Manager to sign said agreement substantially in the form as submitted.
- ITEM 7: BUDGET

**EXECUTIVE SESSION**

**NEXT MEETING DATE**

September 5, 2019 City Council Study Session

**ADJOURNMENT**

**NOTES:**

The City Council Economic Development Committee, 5-5:50pm and the Ad-Hoc Franchise Agreement Committee, 6-6:50pm met on August 1, 2019.

**CITY OF DES MOINES**  
**Voucher Certification Approval**

**August 8, 2019**

**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 **August 8, 2019** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through August 1, 2019 and payroll transfers through July 20, 2019 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:



Beth Anne Wroe, Finance Director

	# From	# To	Amounts
<b>Claims Vouchers:</b>			
Total A/P Checks/Vouchers	158090	- 158360	1,439,826.90
Void Checks from Previous Check Runs			(110.00)
Electronic Wire Transfers	1274	1288	648,205.16
<b>Total claims paid</b>			<b>2,087,922.06</b>
<b>Payroll Vouchers</b>			
Payroll Checks	19223	19235	16,544.07
Direct Deposit	294001	294186	424,266.55
<b>Total Paychecks/Direct Deposits paid</b>			<b>440,810.62</b>
<b>Total checks and wires for A/P &amp; Payroll</b>			<b>2,528,732.68</b>

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**MINUTES**

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

**June 6, 2019 – 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 Nutting.

**ROLL CALL**

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Luisa Bangs, Jeremy Nutting, Robert Back and Matt Mahoney

Staff present: City Manager Michael Matthias; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Finance Director Beth Anne Wroe; Police Chief Ken Thomas; Assistant City Attorney Matt Hutchins; Public Works Director Brandon Carver; Deputy City Clerk Taria Keane and Public Records Analyst Sara Lee.

**DISCUSSION ITEMS**

Item 1           EMERGING ISSUES

START COMMITTEE UPDATE

**Direction/Action**

**Motion** made by Deputy Mayor Pennington to accept the resignation of StART Committee Member Ken Rogers and to nominate Steve Edmiston as his replacement; seconded by Councilmember Bangs.

Item 2:           AVIATION TOPICS

Staff discussed aviation topics relative to impacts to the Des Moines Community with Aviation Consultants, Emily Tranter, Federal Relations, Lockridge Grindal Nauen, P.L.L.P, Jason Schwartz, Chief Consultant for Airports, Community and Environment, ABCx2, LLC, and James Allerdice, Chief Consultant for Terminal Operations, ABCx2, LLC and Aviation Advisory Committee Members, Sheila Brush, Steve Edmiston, Dr. Wendy Ghiora, David Clark and via phone, Mark Proulx.

**NEXT MEETING DATE**

June 13, 2019 City Council Regular Meeting

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

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

The motion passed 7-0.

The meeting was adjourned at 9:00 p.m.

Respectfully Submitted,  
Taria Keane  
Deputy City Clerk

## MINUTES

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

June 13, 2019 – 7:00 p.m.

#### CALL TO ORDER

Mayor Pina called the meeting to order at 7:04 p.m.

#### PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Buxton.

#### ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Luisa Bangs, Robert Back, Jeremy Nutting and Matt Mahoney.

#### Staff present:

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Harbormaster Scott Wilkins; Finance Director Beth Anne Wroe; Police Chief Ken Thomas; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Water Quality Specialist Tyler Beekley; Civil Engineer I Khai Le; City Clerk/Communications Director Bonnie Wilkins.

#### CORRESPONDENCE

- There were no correspondences.

#### COMMENTS FROM THE PUBLIC

- Mark Taylor, Des Moines, Loud cars on Redondo Beach Drive
- JC Harris, Des Moines, Study Session
- Rick Johnson, Des Moines, Loud cars on Redondo Beach Drive

#### BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

##### Councilmember Buxton

- Environment Committee Meeting
- Region Summit K4C (King County City Climate Collaboration)
- Growth Management Policy Board
- Commented on Consent Calendar Item #4 and Item #6

##### Deputy Mayor Vic Pennington

- Public Safety/Emergency Management Meeting

##### Councilmember Mahoney

- Local 242
- Farmer's Market Opening Day
- Visited Des Moines Elementary School
- Executive Meeting for the Gateway Project
- June 8<sup>th</sup> Community Barbeques
- Transportation Committee Meeting
- Commented on Consent Calendar Item #3 and Item #5
- Flag Day

**Councilmember Back**

- Environment Committee Meeting
- Retirement of Animal Control Officer Jan Magnuson

**Councilmember Bangs**

- Seattle King County Realtors Housing Briefing
- Des Moines Police Advisory Board Meeting
- Retirement of Animal Control Officer Jan Magnuson
- Police Department Swearing in Ceremony
- Commented on Consent Calendar Item #4

**Councilmember Nutting**

- Des Moines Police Foundation
- Commented on Consent Calendar Item #6

**PRESIDING OFFICER'S REPORT**

- June 8<sup>th</sup> Community Barbeques
- Huntington Park Resident, Jean Thornber's 100<sup>th</sup> Birthday
- City of Des Moines 60<sup>th</sup> Anniversary
- Retirement of Animal Control Officer Jan Magnuson

**ADMINISTRATION REPORT**

- Chief Thomas updated the Council on the Animal Control Officer Position.
- Chief Thomas Responded to the Comments on Redondo Beach Drive.
- Finance Director Wroe gave Council a Monthly Finance Report Update.
- Public Works Director Carver presented a PowerPoint Presentation to Council regarding the S. 216<sup>th</sup> Street Construction Management Addendum.
- Harbormaster Wilkins gave Council a PowerPoint update on the Marina Consultant Study.

**CONSENT CALENDAR**

Item 1:

**APPROVAL OF VOUCHERS**

Motion is to approve for payment vouchers and payroll transfers through June 6, 2019 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#157583-157830	\$1,696,205.80
Void Checks from Previous Check Runs		
	#156696-156696	\$ (16,846.46)
Electronic Wire Transfers	# 1241-1241	\$ 572.07
Electronic Wire Transfers	# 1245-1258	\$ 776,522.54
Payroll Checks	# 19190-19196	\$ 2,872.73
Payroll Direct Deposit	#230001-230183	\$ 364,377.12
Total Checks and Wires for A/P and Payroll:		\$2,823,703.80

Item 2:

**APPROVAL OF MINUTES**

Motion is to approve the May 9 and May 23, 2019 City Council Regular Meeting Minutes.

- Item 3: SOUTH 216<sup>TH</sup> STREET – SEGMENT 3: CONSULTANT ON-CALL AGREEMENT TASK ASSIGNMENT FOR CONSTRUCTION MANAGEMENT ADDENDUM  
Motion is to approve the 2018-2019 On-call General Civil Engineering Services Task Order #2018-08 with KPG Inc. for supplemental construction engineering services for the South 216<sup>th</sup> Street – Segment 3 Project in the amount of \$39,634.00, and further authorize the City Manager to sign said Task Order substantially in the form as Submitted.
- Item 4: SWM CIP AMENDMENT – S. 251<sup>ST</sup> ST PIPE REPLACEMENT PROJECT  
Motion is to approve the changes to the 2019 SWM CIP Budget to include costs associated with S 251<sup>st</sup> St Pipe Replacement Project and direct administration to include such changes in the next available budget amendment ordinance.
- Item 5: MAURY ISLAND PROCLAMATION  
Motion is to approve the Proclamation recognizing June 21<sup>st</sup> as the Maury Island Incident Historical Society Burning Saucer Event.
- Item 6: MARINA REDEVELOPMENT CONSULTING CONTRACT  
Motion 1 is to approve the draft Consultant Agreement with the Holmes Group, LLC, in an amount not to exceed \$78,000, 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.
- Motion 2 is to approve the Task Order Assignment No. 4 with KPFF, in an amount not to exceed \$130,000, for the purposes of providing design and support services for Marina redevelopment, and authorize the City Manager to sign the Task Order Assignment substantially in the form as attached.
- Motion 3 is to direct Administration to bring back a budget amendment reflecting the additional costs for design services on the marina redevelopment.

**Direction/Action**

Motion made by Deputy Mayor Pennington to approve the consent calendar; seconded by Councilmember Bangs.  
Motion passed 7-0.

Mayor Pina read the Maury Island Proclamation summary into the record.

**PUBLIC HEARING/CONTINUED PUBLIC HEARING**

- Item 1: PUBLIC HEARING: TRANSPORTATION IMPROVEMENT PLAN (2020-2039)  
Staff Presentation: Transportation & Engineering Services Manager  
Andrew Merges

Mayor Pina opened the Public Hearing at 8:31 p.m.

Transportation & Engineering Services Manager Merges gave a PowerPoint Presentation to Council.

Mayor Pina asked 3 times if anyone wished to speak.

Seeing none, Mayor Pina asked Council if they had any questions.

At 8:38 p.m. Mayor Pina closed the Public Hearing.

**Direction/Action**

**Motion** made by Councilmember Nutting to approve Draft Resolution No. 19-061 adopting the 2020-2039 Transportation Improvement Plan for the City of Des Moines; seconded by Councilmember Bangs.

The motion passed 7-0.

**NEW BUSINESS**

Item 1:

**DRAFT ORDINANCE FOR SPEED LIMITS**

Civil Engineer I Le gave a power point presentation to Council.

**Direction/Action**

**Motion** made by Councilmember Nutting to suspend Rule 26(a) in order to enact Draft Ordinance No. 19-053 on first reading; seconded by Councilmember Back.

The motion passed 7-0.

**Motion** made by Councilmember Nutting to enact Draft Ordinance No. 19-053, amending DMMC section 10.20.010, to increase the speed limit on 24<sup>th</sup> Ave S from S 208<sup>th</sup> St to S 216<sup>th</sup> St from 30mph to 35mph; seconded by Deputy Mayor Pennington.

The motion passed 7-0.

At 8:56 p.m. Council took a 5 minute break and resumed the regular meeting at 9:01 p.m.

**EXECUTIVE SESSION**

At 9:01 p.m. Council went into Executive Session. The purpose of the Executive Session was discuss Potential Litigation under RCW 42.30.110(1)(i). Those in attendance: Mayor Pina; Deputy Mayor Pennington; Councilmembers Bangs, Buxton, Mahoney, Nutting and Back; City Manager Matthias; Chief Operations Officer Brewer; City Attorney George; Chief Strategic Officer Susan Cezar, Police Chief Ken Thomas and City Clerk/Communications Director Bonnie Wilkins. The Executive Session was expected to last 30 minutes.

At 9:31 p.m. Mayor Pina extended the Executive Session an additional 10 minutes.

The Executive Session concluded at 9:41 p.m.

The Executive Session lasted 40 Minutes.

No Formal action was taken.

**NEXT MEETING DATE:**

June 27, 2019 City Council Regular Meeting.

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

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

The motion passed 7-0.

The meeting adjourned at 9:45 p.m.

Respectfully Submitted,  
Taria Keane  
Deputy City Clerk

## MINUTES

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

June 27, 2019 – 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 Mayor Pina.

#### ROLL CALL

Council present: Mayor Matt Pina; Councilmembers Traci Buxton, Luisa Bangs, Robert Back, and Matt Mahoney.

Deputy Mayor Vic Pennington and Councilmember Jeremy Nutting were absent.

#### Direction/Action

**Motion** made by Councilmember Buxton to excuse Deputy Mayor Pennington and Councilmember Nutting; seconded by Councilmember Bangs.

Motion Passed 4-0. (Councilmember Back participated by phone later in the meeting).

#### Staff present:

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Harbormaster Scott Wilkins; Police Chief Ken Thomas; Public Works Director Brandon Carver; Judge Lisa Leone; Court Administrator Jennefer Johnson; Probation Officer Melissa Patrick; Water Quality Specialist Tyler Beekley; Planning & Development Services Manager Denise Lathrop; Senior Service Manager Kathy Burrows; City Clerk/Communications Director Bonnie Wilkins.

#### CORRESPONDENCE

- There were no correspondences.

#### ADMINISTRATION REPORT

- Probation Officer of the Year
  - Judge Leone announced to Council that Probation Officer Melissa Patrick was named Probation Officer of the Year by the Washington State Misdemeanant Association.
- Senior Center/Wesley
  - Ice Cream Social July 3<sup>rd</sup>
  - Chief Strategic Officer Cezar recognized Senior Services Manager Kathy Burrows on her retirement.
- Tour of the City with Senator Claire Wilson.

#### COMMENTS FROM THE PUBLIC

- There were no comments from the public.

## BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

### Councilmember Mahoney

- SCATBd Meeting
- Destination Des Moines Fireworks and Waterland Parade Meeting
- Maury Island Incident
- Artificial Reef Project Open House
- Commented on Consent Calendar Item #4, Item #5, Item #6, Item #7, and Item #8

### Councilmember Bangs

- Coffee with a Cop
- Otter Pops with Cops
- Barbeque at Delrose Manor
- Maury Island Incident
- Artificial Reef Project Open House
- Municipal Facilities Committee Meeting
- South King Housing and Homeless Partners Group
- Commented on Consent Calendar Item #2, Item #3, Item #5, Item #6, and Item #8

### Councilmember Buxton

- Maury Island Incident
- Des Moines Farmers Market Meeting
- Smoke on the Water
- Field Trip with the Human Services Advisory Committee
- Commented on Consent Calendar Item #3, Item #5, Item #7, Item #8, and Item #9

## PRESIDING OFFICER'S REPORT

- Des Moines 60<sup>th</sup> Birthday
- Police Department Swearing in Ceremony
- Artificial Reef Project – Octopus' Garden
- Maury Island Incident
- Randy Hansen Concert
- Consent Calendar Item #8
  - Chief Thomas commented on the School Resource Officer for Highline High School at the Olympic Site

Mayor Pina called Councilmember Back at 7:44 p.m. to participate in the remainder of the Council Meeting.

**CONSENT CALENDAR**

- Item 1: **APPROVAL OF VOUCHERS**  
Motion is to approve for payment vouchers and payroll transfers through June 20, 2019 included in the attached list and further described as follows:
- |   |                |                |
|---|----------------|----------------|
| Total A/P Checks/Vouchers                   | #157831-157946 | \$ 562,921.22  |
| Electronic Wire Transfers                   | # 1259-1266    | \$ 725,948.71  |
| Payroll Checks                              | # 19197-19204  | \$ 3,399.62    |
| Payroll Direct Deposit Void                 | #180163-180163 | \$ (2,080.79)  |
| Payroll Direct Deposit                      | #250001-250173 | \$ 408,566.89  |
| Total Checks and Wires for A/P and Payroll: |                | \$1,698,755.65 |
- Item 2: **LODGING TAX ADVISORY COMMITTEE SPENDING RECOMMENDATIONS**  
Motion is to approve the recommendations as submitted by the Lodging Tax Advisory Committee for the expenditure of 2019 Lodging Tax funds.
- Item 3: **INTERLOCAL AGREEMENT (ILA) BETWEEN THE CITIES OF BURIEN, DES MOINES, NORMANDY PARK AND SEATAC AND KING COUNTY FOR STORMFEST**  
Motion is to approve the Interlocal Agreement between City of Des Moines and the Cities of Burien, Normandy Park, and SeaTac and King County for Highline StormFest, and authorize the City Manager to sign said Agreement substantially in the form as submitted.
- Item 4: **MARINA FACILITIES LEASE EXTENSION, CSR MARINE SOUTH**  
Motion is to approve Addendum 3 to the June 9, 2009 Marina Facilities Lease with CSR Marine South, Inc., extending the lease for a 5 year option period and updating the lease amount and associated costs to reflect current market rate, and authorize the City Manager to sign the addendum substantially in the form as attached.
- Item 5: **6<sup>TH</sup> AVE S AND S 239<sup>TH</sup> ST PIPE PROJECT TASK ASSIGNMENT AMENDMENT**  
Motion is to approve the amended Task Order Assignment with Parametrix for additional design services associated with the 6<sup>th</sup> Ave S and S 239<sup>th</sup> St Pipe Project in the amount of \$20,991.68, plus a \$2,000.00 contingency, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.
- Item 6: **AMENDMENT 1 TO THE PROFESSIONAL MANAGEMENT SERVICES CONTRACT WITH WESLEY**  
Motion is to approve the Amendment 1 to the Management Services Agreement with Wesley, to provide additional services and personnel at the Senior Activity Center, and authorize the City Manager to sign the Amendment substantially in the form as submitted.
- Item 7: **HIGHLINE COLLEGE URBAN AGRICULTURE USE AGREEMENT FOR MARY GAY PARK**  
Motion is to approve the Urban Agriculture Use Agreement between the City of Des Moines and Highline College, and authorize the City Manager to sign the Amendment substantially in the form as attached.

- Item 8: INTERLOCAL AGREEMENT WITH HIGHLINE SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER AT THE OLYMPIC SITE  
Motion is to approve the ILA with Highline School District to provide for a School Resource Officer for the upcoming school year at the temporary Highline High School at the Olympic Site, located at 615 S 200<sup>th</sup> S, and authorize the City Manager to sign the agreement substantially in the form as attached.
- Item 9: DRAFT RESOLUTION NO. 19-073, AUTHORIZING STAFF TO APPLY FOR AND ACCEPT A WASHINGTON STATE BOATING FACILITIES PROGRAM GRANT FOR THE DES MOINES MARINA GUEST MOORAGE ELECTRICAL UPGRADES PROJECT  
Motion to adopt Draft Resolution 19-073, authorizing administration to apply for a Boating Infrastructure Grant in the amount of approximately \$90,000 for improvements in the Marina's guest moorage area, and authorize the City Manager to sign the State's Project Agreement for the grant, if the grant application is successful.

**Direction/Action**

Motion made by Councilmember Mahoney to approve the consent calendar; seconded by Councilmember Buxton.  
Motion passed 5-0.

**PUBLIC HEARING/CONTINUED PUBLIC HEARING**

- Item 1: SECOND READING AND CONTINUED PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE NO. 19-048 RELATING TO ZONING, AMENDING THE USE TABLE IN DMMC 18.52.010B, ADDING AND REVISING DEFINITIONS IN DMMC 18.01.050  
Staff Presentation: Chief Strategic Officer Susan Cezar

Chief Strategic Officer Cezar requested that we continued the Public Hearing until July 11, 2019.

Mayor Pina asked 3 times if there was anyone who wished to speak. No one wished to comment.

**Direction/Action**

Motion made by Councilmember Bangs to continue the public hearing on Draft Ordinance No. 19-048 to July 11, 2019 or as soon thereafter as the matter may be heard; seconded by Councilmember Mahoney.  
Motion passed 5-0.

**NEXT MEETING DATE:**

July 11, 2019 City Council Regular Meeting.

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

**Motion** made by Councilmember Back to adjourn; seconded by Councilmember Buxton.

The motion passed 5-0.

The meeting adjourned at 7:52 p.m.

Respectfully Submitted,  
Taria Keane  
Deputy City Clerk

## MINUTES

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

July 11, 2019 – 7:00 p.m.

#### CALL TO ORDER

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

#### PLEDGE OF ALLEGIANCE

The flag salute was led by Deputy Mayor Pennington.

#### ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Luisa Bangs, Robert Back, Jeremy Nutting and Matt Mahoney.

#### Staff present:

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Harbormaster Scott Wilkins; Finance Director Beth Anne Wroe; Police Chief Ken Thomas; Commander Mike Graddon; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Planning & Development Services Manager Denise Lathrop; Principal Planner Laura Techico; Land Use Planner II Jason Woycke; City Clerk/Communications Director Bonnie Wilkins; Deputy City Clerk Taria Keane

#### CORRESPONDENCE

- There were no correspondences.

#### ADMINISTRATION REPORT

- Chief Thomas and Commander Graddon gave Council a PowerPoint Presentation debriefing them on the 4<sup>th</sup> of July.
- Chief Operations Officer Brewer updated Council on the Redondo Pier closure.
- Chief Operations Officer Brewer acknowledged Construction, Engineering and Right-of-Way Inspector Dave Maresh's Retirement after 35 years.
- Transportation & Engineering Services Manager Merges gave an update on the Marina Bulkhead Project to Council.

#### COMMENTS FROM THE PUBLIC

- Jim Langston, Des Moines, Beach Park
- Steve Edmiston, Des Moines, Woodmont – Aviation Impact Study
- JC Harris, Des Moines, Airport
- Earnest Thompson, Normandy Park, Fireworks

#### PRESIDING OFFICER'S REPORT

- Bill Linscott speaking on behalf of Des Moines Marina Tenant Association updated the Council on the Waterland Festival.
- Commissioner Fred Felleman and Andy Gregory with the Port of Seattle gave a power point presentation to Council on the South King County Fund Program.

At 8:30 p.m. Council took a 9 minute break, and resumed the meeting at 8:39 p.m.

## BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Deputy Mayor Vic Pennington

- City of Des Moines 60<sup>th</sup> Anniversary Celebration

Councilmember Mahoney

- City of Des Moines 60<sup>th</sup> Anniversary Celebration
- 4<sup>th</sup> of July
- Transportation Committee
- Waterland Festival

Councilmember Back

- SR509
- The Bet Chaverim Synagogue 30 year anniversary
- AWC Annual Conference
- Smoke on the Water

Councilmember Bangs

- City of Des Moines 60<sup>th</sup> Anniversary Celebration
- South King Housing and Homeless Partnership Executive Board Meeting

### **Direction/Action**

**Motion** made by Councilmember Bangs to remand HP1406 to the Economic Development Committee for further in-depth discussion; seconded by Councilmember Nutting.  
Motion passed 7-0.

- Police Advisory Board

Councilmember Nutting

- Thanked Council for being excused to visit family
- Commented on Consent Calendar Item #4

Councilmember Buxton

- Growth Management Policy Board
- Environment Committee
- Commented on Consent Calendar Item #2, Item #3, and Item #4

## NEW BUSINESS

Item 1:

EQUIPMENT PURCHASE

Staff Presentation:

Public Works Director Brandon Carver

Public Works Director Carver gave Council a PowerPoint Presentation.

**Direction/Action**

**Motion 1** made by Councilmember Back to approve the purchase of utility vehicles and equipment identified in Attachments 1 through 4 for the total amount of approximately \$167,000 and authorize the City Manager or designee to sign subsequent purchase orders; seconded by Councilmember Bangs.  
Motion passes 7-0.

**Motion 2** made by Councilmember Bangs to direct staff to forward a budget amendment for the purchase of this equipment; seconded by Councilmember Back.  
Motion passed 7-0.

- Item 2: MARY GAY, SONJU AND VAN GASKEN PARK ENHANCEMENTS: REMOVAL OF NON-PARK RELATED STRUCTURES  
Staff Presentation: Public Works Director Brandon Carver

Public Works Director Carver gave a PowerPoint Presentation to Council.

**Direction/Action**

**Motion 1** made by Councilmember Nutting to direct administration to demolish the existing residential structure at Mary Gay Park (formerly Bundy property), in order to provide on-site parking and other amenities for the park; seconded by Councilmember Bangs.  
Motion passes 7-0.

**Motion 2** made by Councilmember Nutting to direct administration to demolish the existing residential structures at Sonju Park, in order to provide on-site parking and other amenities for the park; seconded by Councilmember Buxton.  
Motion passed 7-0.

**Motion 3** made by Councilmember Nutting to direct administration to demolish the existing garage structure at Van Gasken Park; seconded by Deputy Mayor Pennington.  
Motion passes 7-0.

**Motion 4** made by Councilmember Mahoney to direct staff to budget amendment reflecting the park related enhancements; seconded by Deputy Mayor Pennington.  
Motion passed 7-0.

- Item 3: DRAFT ORDINANCE NO. 19-024: DES MOINES MEMORIAL DRIVE SOUTH AND SOUTH 200<sup>TH</sup> INTERSECTION IMPROVEMENT PROJECT  
AUTHORIZATION FOR CONDEMNATION  
Staff Presentation: Public Works Director Brandon Carver

Public Works Director Carver gave Council a PowerPoint Presentation.

**Direction/Action**

**Motion 1** made by Councilmember Nutting to suspend Council Rule 26(a) in order to enact Draft Ordinance 19-024 on first reading; seconded by Councilmember Back.  
Motion passes 7-0.

**Motion 2** made by Councilmember Nutting to amend Draft Ordinance 19-024 to remove references to Exhibit A-1; seconded by Councilmember Back.  
Motion passed 7-0.

**Motion 3** made by Councilmember Bangs to enact Draft Ordinance No 19-024 as amended, directing the City Attorney to prosecute the eminent domain action in King County Superior Court in a manner provided by law to condemn, take, damage and appropriate real property in a manner necessary to carry out the provisions of this Ordinance; seconded by Councilmember Back.  
Motion passes 7-0.

Item 4: DRAFT ORDINANCE 18-107 SMALL CELL FACILITIES FRANCHISE AGREEMENT WITH EXTENET SYSTEMS, INC., FIRST READING  
Staff Presentation: City Attorney Tim George

City Attorney George gave a PowerPoint Presentation to Council.

**Direction/Action**

**Motion 1** made by Councilmember Nutting to pass Draft Ordinance No 18-107 to a second reading on the next available City Council agenda; seconded by Councilmember Buxton.  
Motion passes 7-0.

**PUBLIC HEARING/CONTINUED PUBLIC HEARING**

Item 1: THIRD READING AND CONTINUED PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE NO. 19-048 RELATING TO ZONING, AMENDING THE USE TABLE IN DMMC 18.52.010B, ADDING AND REVISING DEFINITIONS IN DMMC 18.01.050  
Staff Presentation: Chief Strategic Officer Susan Cezar

This Public Hearing was opened at the May 9, 2019 City Council Meeting.

Chief Strategic Officer Cezar gave Council a PowerPoint Presentation.

Mayor Pina asked 3 times if anyone wished to speak. Seeing none Mayor Pina asked Council if they had any questions.

Mayor Pina closed the Public Hearing at 9:40 p.m.

**Direction/Action**

**Motion** made by Councilmember Nutting to enact Draft Ordinance No. 19-048 amending the use table in DMMC 18.52.010B and adding and revising definitions in DMMC 18.01.050 to make the interim zoning controls enacted by Ordinance 1714 permanent; seconded by Deputy Mayor Pennington.  
Motion passed 7-0.

**OLD BUSINESS**

Item 1: SECOND READING OF DRAFT ORDINANCE NO. 19-010 RELATED TO THE CITY OF DES MOINES SHORELINE MASTER PROGRAM PERIODIC REVIEW AND AMENDMENT  
Staff Presentation: Land Planner II Jason Woycke

Land Planner II Woycke gave a PowerPoint Presentation to Council.

**Direction/Action**

**Motion** made by Councilmember Buxton to enact Draft Ordinance No. 19-010 amending the City's Shoreline Master Program and DMMC 16.20.010; seconded by Councilmember Nutting.  
Motion passed 7-0.

**Direction/Action**

**Motion** made by Councilmember Mahoney to extend the Council Meeting 20 Minutes bring the Meeting until 10:20 p.m.; seconded by Councilmember Back.  
Motion Passed 7-0.

**CONSENT CALENDAR**

Item 1: APPROVAL OF VOUCHERS  
**Motion** is to approve for payment vouchers and payroll transfers through July 3, 2019 included in the attached list and further described as follows:

Total A/P Checks/Vouchers #157947-158089	\$1,352,548.49
Void Checks from Previous Check Runs	\$ (367.92)
Electronic Wire Transfers # 1267-1273	\$ 220,978.69
Payroll Checks # 19205-19222	\$ 6,704.05
Payroll Direct Deposit #270001-270185	\$ 373,445.70
Total Checks and Wires for A/P and Payroll:	\$1,953,309.01

Item 2: 24<sup>TH</sup> AVENUE SOUTH & SOUTH 208<sup>TH</sup> STREET INTERSECTION IMPROVEMENTS: CONSULTANT ON-CALL AGREEMENT TASK ASSIGNMENT FOR ENGINEERING SERVICES  
**Motion** is approve the 2018-2019 On-Call General Civil Engineering Services Task Order #2018-10 with KPG Inc. to provide engineering services for the 24<sup>th</sup> Avenue South & South 208<sup>th</sup> Street Intersection Improvements Project in the amount of \$59,913.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Item 3: PACIFIC HEIGHTS PUD FINAL PLAT  
**Motion** is to adopt Draft Resolution No. 19-077 approving the final plat entitled "Pacific Heights," City File No. LUA2012-0001.

- Item 4: **COMPENSATION FOR NON-REPRESENTED EMPLOYEES**  
Motion is to adopt Draft Resolution No. 19-072 regarding compensation for non-represented employees from January 1, 2019, through December 31, 2019, providing wage increases which are equitable in comparison to the Des Moines Police Guild Collective Bargaining Agreement.

**Direction/Motion**

Motion made by Councilmember Nutting to approve the consent calendar; seconded by Councilmember Bangs.  
Motion passed 7-0.

**EXECUTIVE SESSION**

At 9:50 p.m. Council went into Executive Session. The purpose of the Executive Session was discuss Property Acquisition under RCW 42.30.110(1)(b) and Potential Litigation under RCW 42.30.110(1)(i). Those in attendance: Mayor Pina; Deputy Mayor Pennington; Councilmembers Bangs, Buxton, Mahoney, Nutting and Back; City Manager Matthias; Chief Operations Officer Brewer; Chief Strategic Officer Cezar; City Attorney George; Chief Thomas; Finance Director Wroe; City Clerk/Communication Director Wilkins. The Executive Session was expected to last 30 minutes.

At 10:20 p.m. Mayor Pina extended the Executive Session an additional 5 minutes.

The Executive Session concluded at 10:25 p.m.

The Executive Session lasted 35 Minutes.

No Formal action was taken.

**NEXT MEETING DATE:**

August 8, 2019 City Council Budget Retreat.

**ADJOURNMENT**

The meeting adjourned at 10:25 p.m.

Respectfully Submitted,  
Taria Keane  
Deputy City Clerk

## AGENDA ITEM

SUBJECT: Consultant Contract Amendment  
#9– Grant Fredricks

ATTACHMENTS:

1. Proposed Amendment/Addendum 9 to Professional Services Agreement with Grant Fredricks

AGENDA OF: August 8, 2019

DEPT. OF ORIGIN: Chief Operations Officer

DATE SUBMITTED: July 10, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSB

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation:**

The purpose of this item is for the City Council to approve a contract amendment/addendum with Grant Fredricks for additional 2019 and 2020 consulting services related to the Sound Transit's (ST) Federal Way Link Extension (FWLE). Funds for the proposed amendment/addendum are available in the 2019 adopted budget and Task Order #3 of the Services Agreement between the City and Sound Transit for the FWLE and provided for in the 2019 budget. The following motion will appear on the Consent Calendar:

**Suggested Motion:**

**Motion:** "I move to approve Amendment/Addendum 9 to the Contract with Grant Fredricks, continuing professional consulting services through December 31, 2020, with an increase of \$25,000 for 2019 (bringing the total not-to-exceed amount for 2019 services to \$75,000.00) and up to \$60,000 in 2020 services, and authorize the City Manager to sign the contract amendment substantially in the form submitted."

**Background:**

Mr. Fredricks has been providing management consulting services under contract since January 2013 following his retirement from the City in November 2012. As a State Personnel System (PERS) 2 retiree, he may work up to 867 hours a year for employers covered by PERS such as the City. In 2013 he worked

a total of 800 hours, 482 hours in 2014, 410 hours in 2015, 494 hours in 2016, 500 hours in 2017, 682 hours in 2018, and up to 500 2019 hours and 400 2020 hours if this addendum is approved.

All of his 2019 time was spent on FWLE and will continue to be fully reimbursed by Sound Transit under the terms of Task Orders #3.

### **Discussion**

Mr. Fredricks has been working in Des Moines four or five days a month and from his home office when it is not necessary to commute to City Hall. He occasionally participates in City Council and Council Committee meetings and represents the City with Sound Transit as a City project coordinator.

In 2019, Mr. Fredricks has been working under an amended \$50,000 (333 hours) City Council-approved contract on FWLE planning and permitting, working with Highline College on the College Way Connection Project in the East Parking Lot of the College, and coordinating language for funding agreements with Sound Transit. Mr. Fredricks hourly rate was increased effective July 1, 2018 and is proposed to remain unchanged through 2020.

The FWLE-related work in 2019 has been more complex and time consuming than anticipated when the 2019 contract was approved last fall. It has included and will include but will not be limited to the following: reviewing design builder plans and designs, completing Highline College's right-of-way dedications; assisting with the vacation of City rights-of-way along the guideway alignment; and supporting City FWLE-designated task force staff through design and construction.

### **Consultant Selection Process**

Professions outside the fields described in RCW 39.80 may provide consulting services such as long-range planning and studies, project management, economic analyses, real estate negotiations, etc. These consulting services are provided through personal service agreements in accordance with RCW 39.29. For professional service contracts, like the one for Mr. Fredricks, the City can select or appoint based on the specific experience of the individual and the proposed work to be performed. There are no other specific selection requirements for professional service contracts.

### **Alternatives**

Council may choose not to approve the 2019 contract amendment in which case Mr. Fredricks will continue to work until late summer when his contract authority is reached. Other staff would be required to back fill his assignments through the end of the year, mostly notably Dan Brewer who was the only staff involved in FWLE leading to this early phase of actual design and construction.

### **Financial Impact**

The 2019 Community Development budget has enough capacity to accommodate up to \$25,000 of additional 2019 spending because Sound Transit fully reimburses his time as provided for in Task Order #3. The adopted 2020 Budget will be developed to accommodate up to \$60,000 in services provided by this contract as proposed anticipating that these costs will be reimbursed by ST in accordance with Task Order #3 authorized by the City Council Services Agreement with ST.

### **Recommendation/Conclusion:**

Staff recommends that Council approve the proposed contract Addendum.

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

**THIS AMENDMENT/ADDENDUM** is entered into on this \_\_\_\_ of \_\_\_\_\_, 2019, pursuant to that certain Contract entered into on the 2nd day of January, 2014 and as amended on October 13, 2014, December 23, 2014, January 8, 2015, December 21, 2015, October 27, 2016, October 26, 2017, June 21, 2018, and October 11, 2018 between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **GRANT FREDRICKS** (hereinafter "VENDOR").

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

I) **SECTION II** of Contract amended October 11, 2018 is hereby amended to read as follows:

II. **TIME OF COMPLETION.** Upon the effective date of this Amendment/Addendum, Vendor shall complete the work and provide all goods, materials, and services by December 31, 2020.

II) **SECTION III** of Contract amended October 11, 2018, is hereby amended to read as follows:

III. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed \$75,000 for services performed in 2019, and \$60,000 for services performed in 2020 at a rate of \$150.00 per hour effective July 1, 2018, for the goods materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5<sup>th</sup> of the following month. The invoice will include an itemized work summary.

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

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

<p align="center"><b>GRANT L. FREDRICKS:</b></p> <p>By: _____  <i>(signature)</i>                  Print Name: <u>Grant L. Fredricks</u>                  Vendor</p> <p>DATE: _____</p>	<p align="center"><b>CITY OF DES MOINES:</b></p> <p>By: _____  <i>(signature)</i>                  Print Name: <u>Michael Matthias</u>                  Its <u>City Manager</u></p> <p>DATE: _____                  Approved by the Des Moines City Council in an open public meeting on August 8, 2019.</p> <p>Attest: _____ Approved as to                  form: _____</p> <p>_____                  City Clerk                  DATE: _____</p> <p>_____                  City Attorney                  DATE: _____</p>
<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>Grant L. Fredricks:</b>  <b>dba Fredricks Management Consulting</b>                  9020 Valley Green Dr SE                  Olympia, WA 98513                  (360) 584-3164 (cell phone)                  granita.fredricks@gmail.com</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b>                  Daniel J. Brewer, PE, PTOE                  Chief Operations Officer                  City of Des Moines                  21630 11<sup>th</sup> Avenue S., Suite A                  Des Moines, WA 98198                  206-870-6554 (telephone)                  206-870-6540 (facsimile)</p>

# A G E N D A I T E M

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

SUBJECT: Arts Commission Appointment

FOR AGENDA OF: August 8, 2019

ATTACHMENTS:

1. Application

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: July 31, 2019

CLEARANCES:

Community Development

Marina

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

Public Works

CHIEF OPERATIONS OFFICER: \_\_\_\_\_

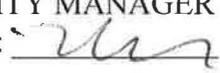
Legal \_\_\_\_\_

Finance

Courts

Police

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

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

### Suggested Motion

**Motion:** “I move to confirm the Mayoral appointment of Tiffani Melake to a term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2020.”

### Background

The City Council adopted Ordinance No. 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**

There are currently three vacancies on the Arts Commission due to resignations or terms that expired on December 31, 2018. This agenda seeks confirmation of the Mayoral appointment of Tiffani Melake to the Des Moines Arts Commission effective immediately and expiring on December 31, 2020.

### **Alternatives**

None provided.

### **Financial Impact**

No financial impact.

### **Recommendation/Concurrence**

Parks, Recreation & Senior Services Staff support this appointment to the Des Moines Arts Commission.



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

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

Please Check

NAME: Tiffani Melake  
ADDRESS: 24243 9th ave S.  
CITY/ZIP: Des Moines, 98198  
PHONE: Home 425-737-0671 Work 206-817-0780  
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS: 5 years  
REGISTERED VOTER? YES  
E-MAIL ADDRESS: Tiffanishanti@gmail.com

- Civil Service Commission
- Library Board
- Human Services
- Senior Services
- Arts Commission
- Marina Beach Park
- Landmarks Commission
- Lodging Tax Committee

EMPLOYMENT SUMMARY LAST FIVE YEARS: I've been working as the executive assistant for the office of the waterfront and civic projects since 2015. Prior to that I ran community center operations for the city of Seattle / West Seattle.

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? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. What problems, programs or improvements are you most interest in? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

City of Des Moines  
Application for Appointive Office  
Tiffani Melake

1. Why do you wish to serve in this capacity and what can you contribute?

I have two small kids and we engage in various recreational, cultural and art activities and events spanning across the city of Seattle. We have lived in Des Moines for 5 years, and engage rarely in our own community, outside of the farmers market, concerts, and parade.

I spent over a decade as a recreation professional and I have a BA in Recreation from Western Washington University. I love dreaming big and seeing ideas come to life. Throughout my career in recreation it was truly amazing to be a part of the community playing and engaging with each other.

Currently, I work for the Office of the Waterfront and Civic Projects for the City of Seattle. Working on the Waterfront program, I am lucky enough to be apart of building a magnificent, transformative, waterfront for all for the city. Through my work I can see how significant art engagement is with the city and would like to find better ways to connect Des Moines to the arts.

2. What problems, programs or improvements are you most interest in?

I'd like to see more outreach done in the community for awareness of activities and events, as well as a refresh on a more informative web page. I'd like to see more diverse offerings in the community, and I'd like to engage in more ways to incorporate the arts for youth.

I have several small- and large-scale ideas that could be amazing to bring to our community and look forward to talking with you all more.

# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Amendment 1 to the Consultant Contract with Waggoner Marina Consulting/Burrows Bay Associates LLC

ATTACHMENTS:

1. Amendment for Phase II proposal.
2. Original Consultant Services Contract.
3. May 6, 2019 PowerPoint Presentation

FOR AGENDA OF: August 8, 2019

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: July 23, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSB

- Legal JB
- Finance Law
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this agenda item is to request Council approval of an amendment to the contract with Waggoner Consultants for the Phase II proposal to aide with planning future visions of waterside development for the City of Des Moines Marina.

**Suggested Motion:** "I move to approve the amendment for the phase II proposal with Waggoner Consultants in the amount not to exceed \$46,500.00, bringing the total contract amount to \$49,500.00 and authorize the City Manager to sign said amendment, substantially in the form as submitted".

**Background**

Mark Brunzel and his team conducted an assessment and condition report of the Des Moines Marina earlier this year. This report is available to staff, Council and the general public via the Marinas website. During this time, Mark and his team also conducted two meetings, first with the Des Moines

Marina Association and a second community meeting was held May 6<sup>th</sup>, 2019 at the Des Moines Activity Center. A copy of the power point presentation is provided as Attachment 3.

**Discussion**

Continuing these partnerships with experts in waterside development and moving forward into phase II will be highly beneficial for the sustainability of the Marina. Included in phase II will be information gathering, financial analysis, extensive community outreach and finally a phase II report with the results of all of this work. In addition to the community outreach meetings, there will be a meeting with Robert Holmes from The Holmes Group to visualize future development for the Des Moines Marina.

**Financial Impact**

With the amendment to the original contract the new maximum amount payable is \$49,500.00.

**Alternatives**

Council may choose not to approved the proposed amendment and ask staff to further investigate alternatives.

**Conclusion**

Staff requests that Council approve the proposed motion substantially in the form as submitted.

**CONTRACT AMENDMENT #1 /ADDENDUM FORM****CONTRACT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF DES MOINES AND WAGGONER MARINA  
CONSULTING/ BURROWS BAY ASSOCIATES**

**THIS AMENDMENT/ADDENDUM** is entered into on this \_\_\_\_\_ day of August, 2019, pursuant to that certain Contract entered into on the 11th day of November, 2018, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **WAGGONER MARINA CONSULTING/BURROWS BAY ASSOCIATES**, (hereinafter "Consultant").

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

1) **SECTION I** of the Contract is hereby amended to add the additional scope of work attached to this Amendment and dated July 15, 2019.

2. **SECTION II** of the Contract is amended to extend the time of completion to April of 2020.

3. **SECTION III** of the Contract is amended to increase the total cost of compensation for Phase II to an amount not to exceed \$46,500 for a total contract amount not to exceed \$49,500.

Except as modified hereby, all terms and conditions of contract dated (month and day of original contract), Year, remain in full force and effect.

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

(Name of Party):	CITY OF DES MOINES:
<p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Mark Bunzel</u></p> <p>Its <u>Manager of LLC</u> <i>(Title)</i></p> <p>DATE: _____</p>	<p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Michael Matthias</u></p> <p>Its <u>City Manager</u> <i>(Title)</i></p> <p>DATE: _____</p> <p>Approved as to form:</p> <p>_____</p> <p>City Attorney</p> <p>DATE:</p> <p>_____</p>

## **Waggoner Marina Services**

### **City of Des Moines Marina Future Strategy and Direction**

Proposal for:

Phase 2 - Consulting Services for Creating and Financing the Marina Rebuild and Development

Presented: July 15, 2019

#### **The Vision**

Phase 2 is designed to take the next step by roughing out the vision and building a financial model that can support the marina rebuild and improvements. This will require creating and using the financial model to test different alternatives and scenarios such as:

- Optimal mix of slips covering size and Transient versus Permanent Moorage
- Cost and rate for covered versus un-covered moorage
- Expanded analysis of Transient and Permanent moorage prices in the area
- Proposal for new rates and a rate increase forecast for 20 years in 5 year increments (for the financial model)
- Proposed plan and cost for a Marina Rebuild with timing alternatives
- Base Projected P&L in 5 year increments for Operating Costs
- Financial analysis for different alternatives for revenue versus costs
- Work with the City to determine sources of funds for the marina rebuild evaluating the options including RCO grants
- Investigate and begin discussion with firms to understand what a Public-Private partnership model might look like from a revenue, benefit and risk basis
- Outline a process for engaging a Public-Private business model with impact on the Financial Analysis

Begin initial concept planning for the Marina Basin and Boat Storage areas to determine the optimal use and potential revenue and investment

- Project an interim 5-8 year plan for building a cluster of low cost buildings, such as the design of the Quarterdeck, that would include more (popup) restaurants, offices for marine related businesses such as a Ranger Tug/Cutwater Delivery Center, a charter company, and others
- Begin the conceptual planning for a Harbor Office Building that may include new bathrooms/showers/laundry, marina offices, marine related businesses and new restaurants. Investigate re-purposing the current Harbor Office Building into a restaurant overlooking the marina. Estimate of costs versus lease rates.
- Proposed Taxable Retail Sales (TRS) impact
- Forecast of new Jobs Created
- Evaluate boat storage options and revenue including dry stacked storage
- Meet with designers and builders for uplands temp and permanent structures and budget planning for long term

#### **Information Gathering**

**\$7,500**

This will include information gathering meetings with:

- Dock Suppliers for the marina rebuild costs
- Existing Marina Floor Tenants (CSR and others)
- Robert Holmes Group

Des Moines Yacht Club  
 Anthony's and other restaurant operators  
 Public-Private Marina Developers/Operators  
 Other marinas for area moorage rate trends

### **Financial Analysis Modeling**

**\$12,000 - \$14,000**

- Prepare baseline and multiple spreadsheets for an analysis of 4 different time periods at 5-year intervals over 20 years
- Work with City Financial staff to set and review spreadsheet format. The format ideally would be based on an existing format used by the city for the marina
- Meet with dock building contractors for rough cost quotes on dock construction
- Meet with potential Public-Private companies to understand the business model
- Preparation of proposed timeline schedules with detail for first 10 years and overview for 2<sup>nd</sup> 10 years.

### **Community Outreach 4-6 Community Meetings**

**\$7,000 - \$9,000**

- DMMA, Marina Tenants, Marina Businesses and Community Meetings of about 2 hours total each
- Preparation of materials for marketing the meetings, presentation of topics for discussion, organization for table leaders where planned
- Review meetings with City staff before meetings
- Preparation of notes for distribution and the final report
- Meeting reports and feedback – “What did we learn?”

### **Report Preparation with Study Results**

**\$14,750 - \$16,000**

- Analysis and preparation of the Phase 2 report with alternatives and a summary and detail from from all of the planning, third-party meetings (such as THG Group, Marina Management LLC and others), Community Meetings and an analysis of the different options.

**Total: \$41,750 - \$46,500**

### **Optional:**

- Field trips to other Marinas with marina and city staff to see what they have done right and what could be done better. Document with pictures for city council and community meetings. Costs are TBD based on meetings.

### **Project Timeline:**

We started this project with the first DMMA and Community Meeting in early May. Due to other commitments we will be tied up during the summer on the water, though we will work on the Financial Analysis model and planning for Community Meetings during the fall. During the fall, we will resume a schedule of community meetings and we will be ready to review the Financial Analysis with City Staff by February – March of 2020.



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

### **Waggoner Marina Consulting / Burrows Bay Associates LLC**

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Waggoner Marina Consulting / Burrows Bay Associates LLC organized under the laws of the State of Washington, located and doing business at 902 8<sup>th</sup> Street, PO Box 726, Anacortes, WA 98221 and 425-780-5015 (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:

Marina Assessment which includes:

- Consulting team of 3 to tour the marina with harbor staff for one day. All expenses.
- Preparation of Evaluation matrix of marina services and amenities.
- Preparation of a report of key areas and a comparison to other marinas in the US and Canada covering this boating market area and the Inside Passage.
- Conclusions and recommendations

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 within 3 weeks after the onsite review of the marina and its facilities.

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

- A. The City shall pay the Consultant \$3,000 for the services described in this Contract.

- B. The Consultant shall submit upon completion of the project and the study payment invoices to the City for work performed, as a final bill for 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.



<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CONSULTANT:</b></p> <p>Mark Bunzel, Manager  Waggoner Marina Consulting / Burrows  Bay Associates LLC  902 8<sup>th</sup> Street PO Box 726  Anacortes, WA 98221  425-780-5015 (telephone)  360-299-0535 (facsimile)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>[Insert Name of City Rep. to Receive  Notice]  City of Des Moines  21630 11<sup>th</sup> Avenue S., Suite A  Des Moines, WA 98198  [Insert Telephone Number] (telephone)  [Insert Fax Number] (facsimile)</p>
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# WAGGONER MARINA SERVICES

## WAGGONER CRUISING GUIDE



# Waggoner Marina Services

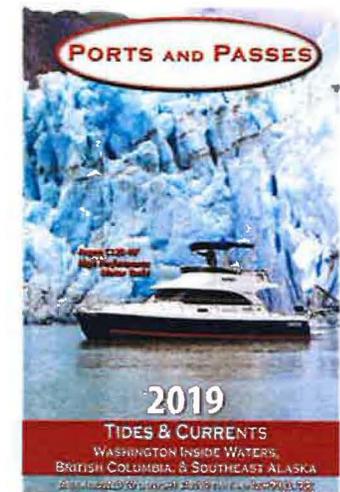
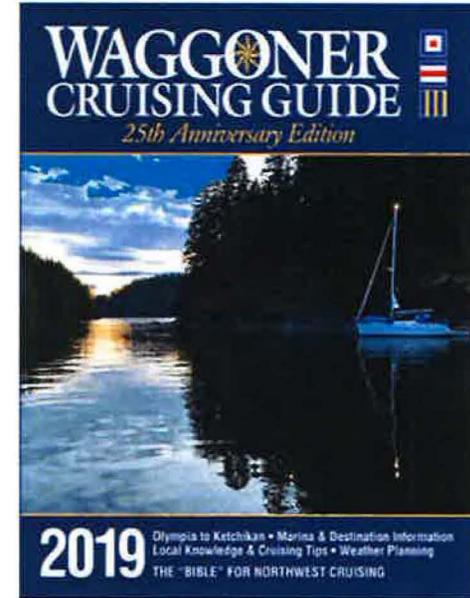
- Marina Studies
- Recommendations
- Evaluations
- From a Boaters Perspective



# The “Waggoner” Name

- ❑ Waggoner Cruising Guide
- ❑ Ports & Passes Tides & Currents
- ❑ Cruisers College
- ❑ Boat Show University
- ❑ Flotillas
- ❑ Fine Edge Publishing
- ❑ Nautical Magazine and Publication Authors

50



# The Des Moines Marina Challenges and Opportunities



# The Cruising Market Opportunity

There are 36,000 cruising boats in the NW and Inside Passage area including WA, BC & SE Alaska according to consulting firm Grant Thornton

- About 1/3 or 12,000 are serious cruising boats that go out every summer for 2 to 12 weeks
- Boats range from 26 foot cabin cruisers to 85 foot yachts and larger.
- Boat owners spend \$300 - \$500 per day or more at a destination on:
  - Moorage
  - Destination Marinas and Restaurant Experiences
  - Fuel, Maintenance, Parts and Accessories
  - New Electronics
  - Provisions and Liquor
  - Tours, Attractions and Fishing Charters



# Boater Expectations

Boaters increasingly expect to find resort level facilities and services.

- Marinas today are more than a place to park boats.
- Cruising public expects to find resort/hotel grade facilities and services throughout.
- Cruising boaters are willing to pay the price.
- Tenant boaters want a safe, secure, convenient place to house their boat when not out cruising.



# Opportunities for the City of Des Moines Marina

- The Marina is an economic generator with moorage and other services.
- It is also a popular amenity with access to the water for people to enjoy, go fishing, participate in water sports like kayaking and boating.
- It is very busy on a pleasant weekend with people strolling the waterfront and enjoying Beach Park.
- Located very close to SeaTac Airport, the Marina has opportunities to host fly-in marina tenants. The Pacific Northwest has been discovered.
- The Marina has uplands that can be better utilized and can form a link to the Marina District.
- Ranger Tug/Cutwater and the Marine Trades value the Des Moines Marina and can make better use of this asset.



## There are also many Challenges ahead:

- The Marina infrastructure - seawall, docks, electrical systems – need a plan for replacement.
- The mix and configuration of the docks need to be reset to meet the different needs of the market for larger slips.
- Upland marina support amenities need to be rebuilt. This includes bathrooms, laundry and storage areas.
- There are development opportunities to improve the marina floor area and increase lease revenue and Taxable Retail Sales for the City.



## Challenges Ahead:

- How to pay for the millions in investment for renovation and replacement of the marina facilities.
  - Moorage Fees will need to increase.
  - Covered moorage is very expensive to build and maintain.
- Develop a responsible plan that meets the needs of the citizens, tenants and the market.
- Work out a schedule for the re-development that works around environmental issues and the logistics of moving existing tenants around.
  - Permitting – a important part of the process.



# Key Discussion Topics for the Community

- Tough issues require a multi-stage plan over the next 10-15 years. The plan will evolve every 5 years or so during development.
- Marina Renovation and Rebuild
- Future Revenue and Investment
- Consider different business models like a Public-Private Partnership
- What are the preferred amenities to make Des Moines an attractive Marina Destination?
- Does Des Moines have the will to do this?



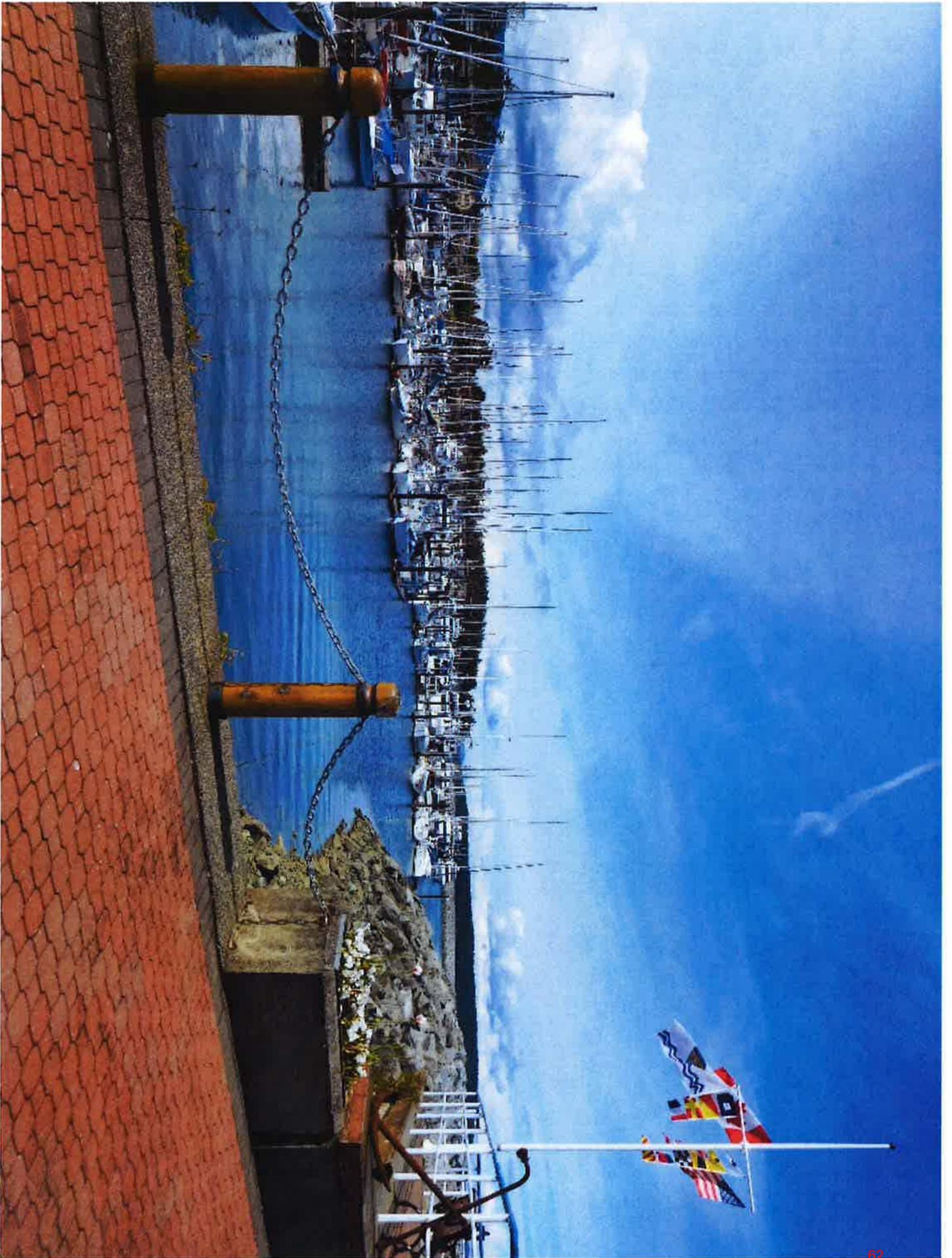
# A View of Northwest and Inside Passage Marinas

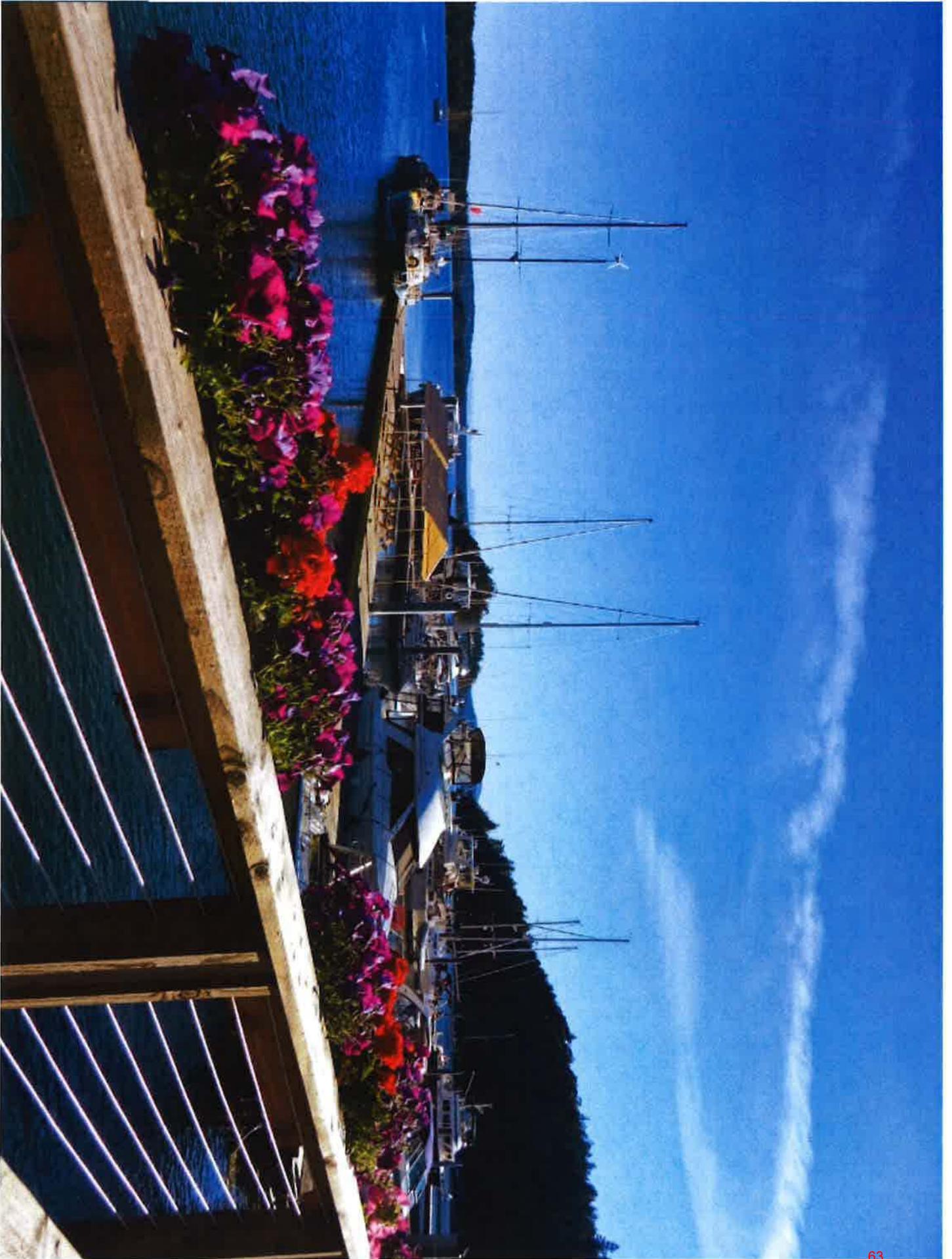


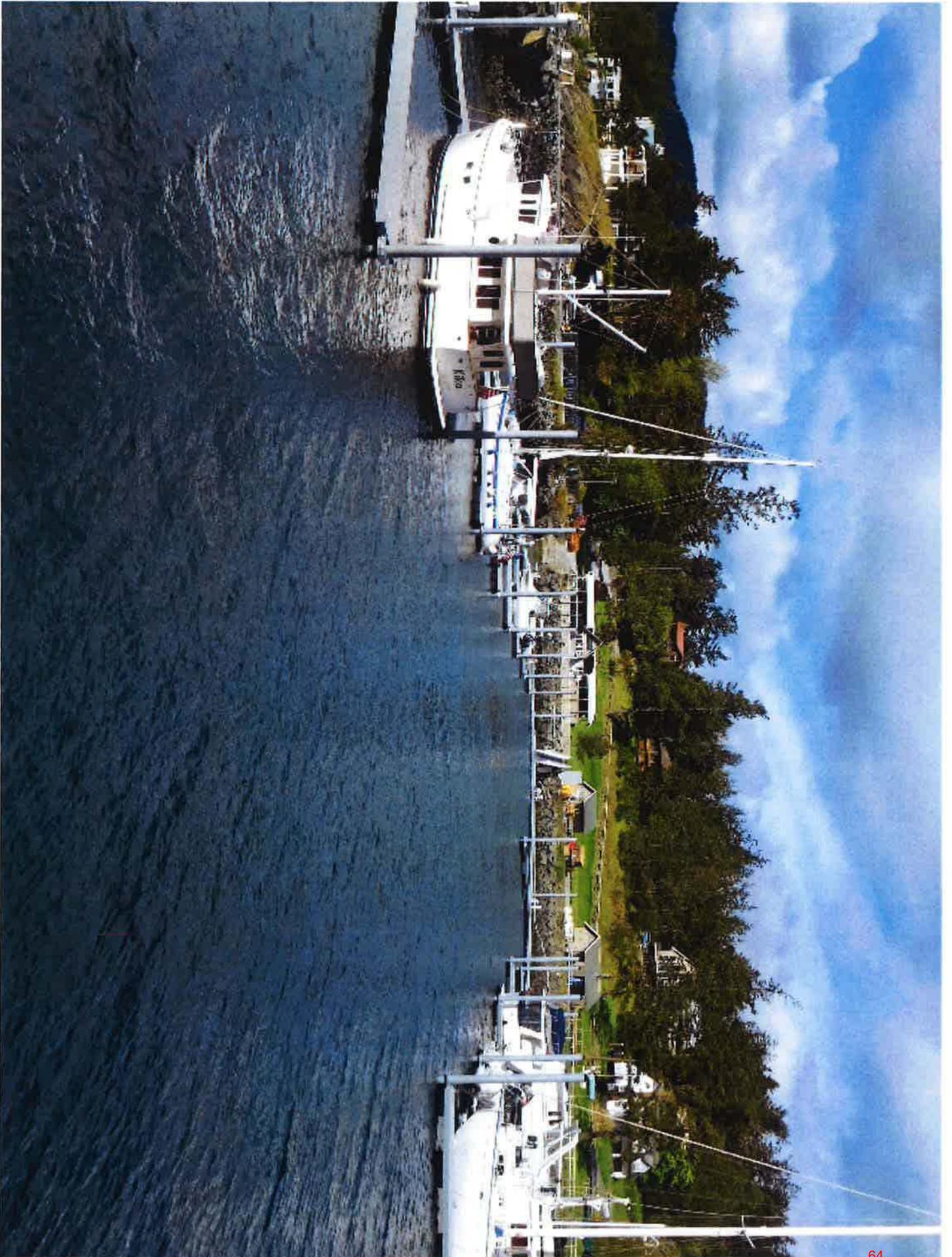




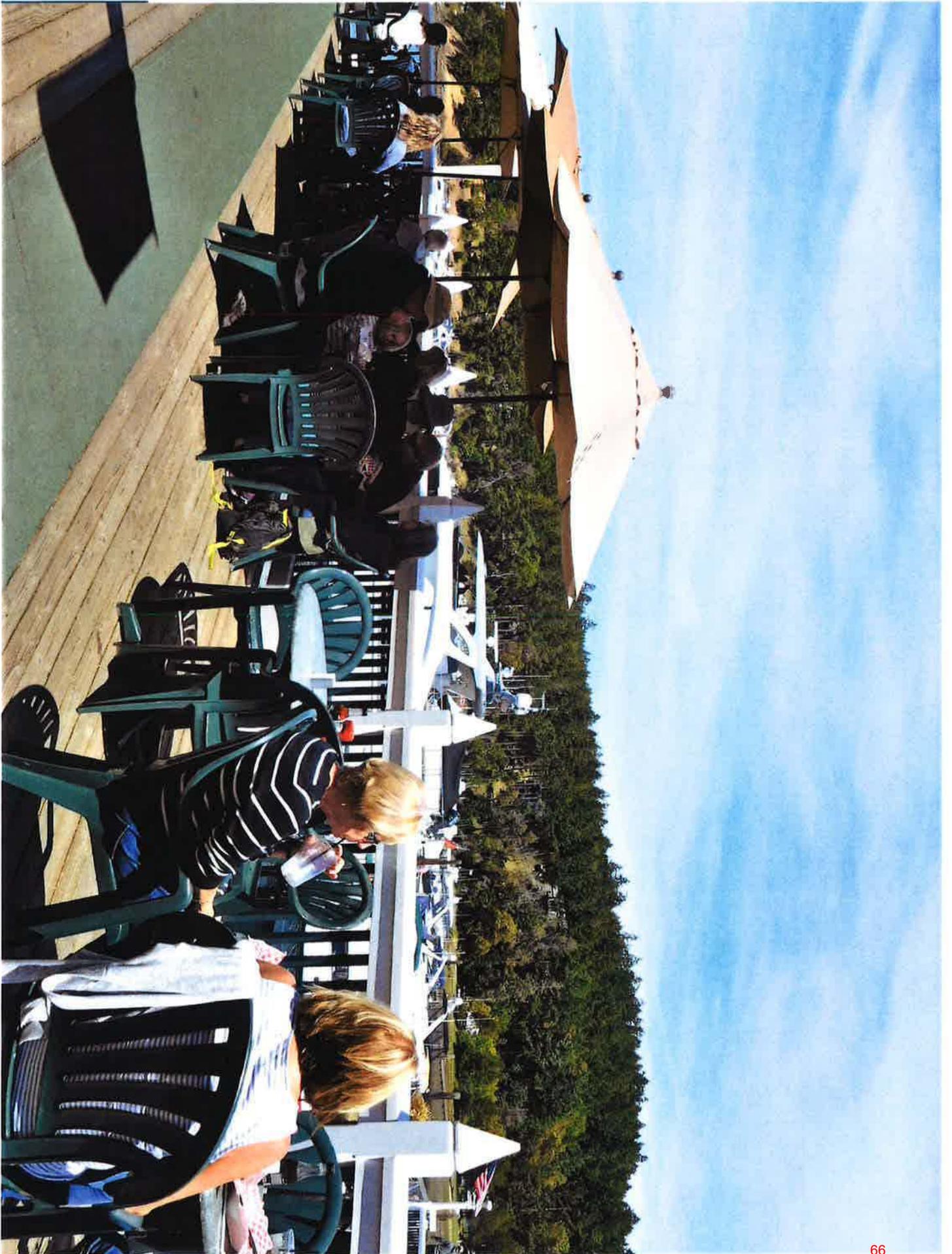




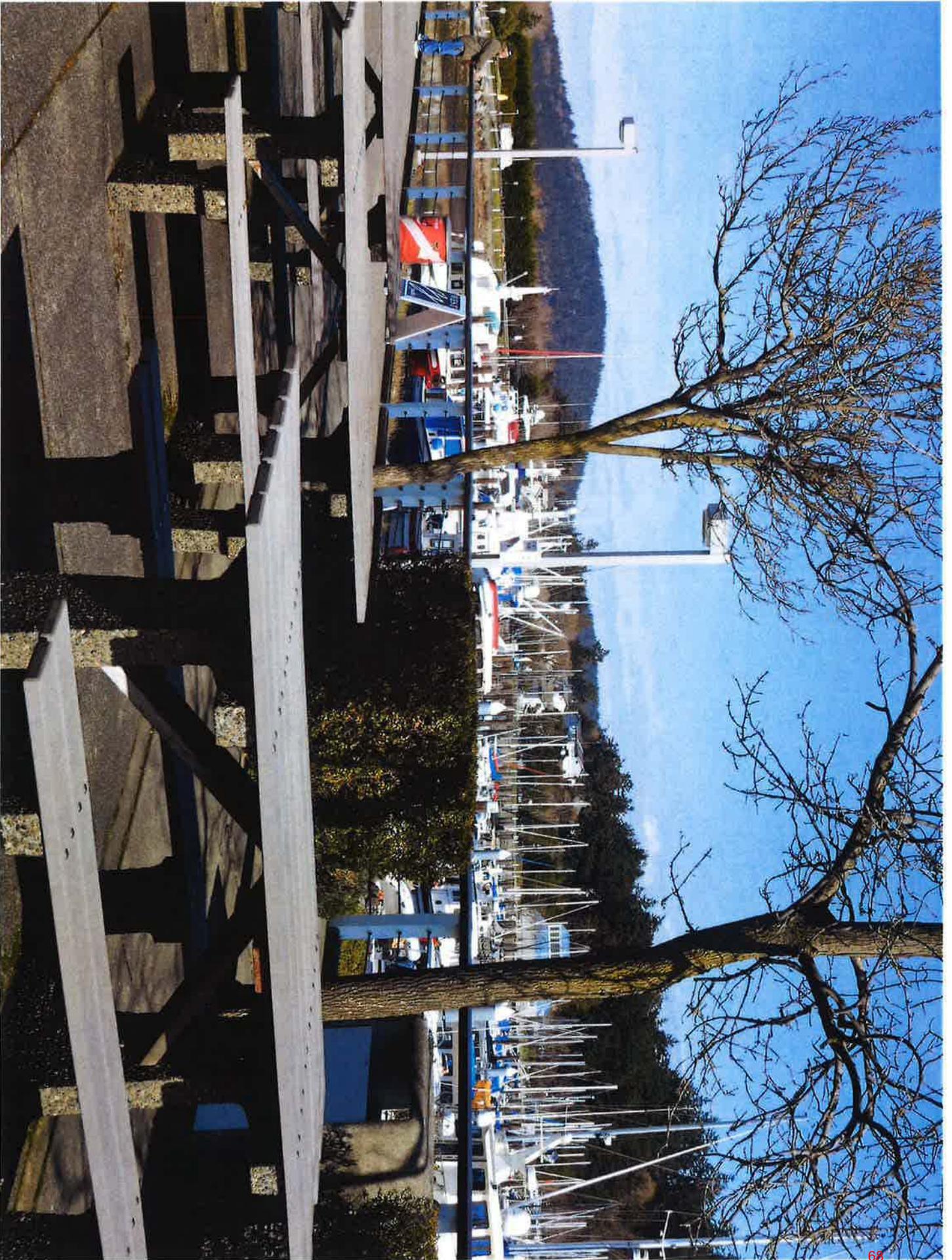






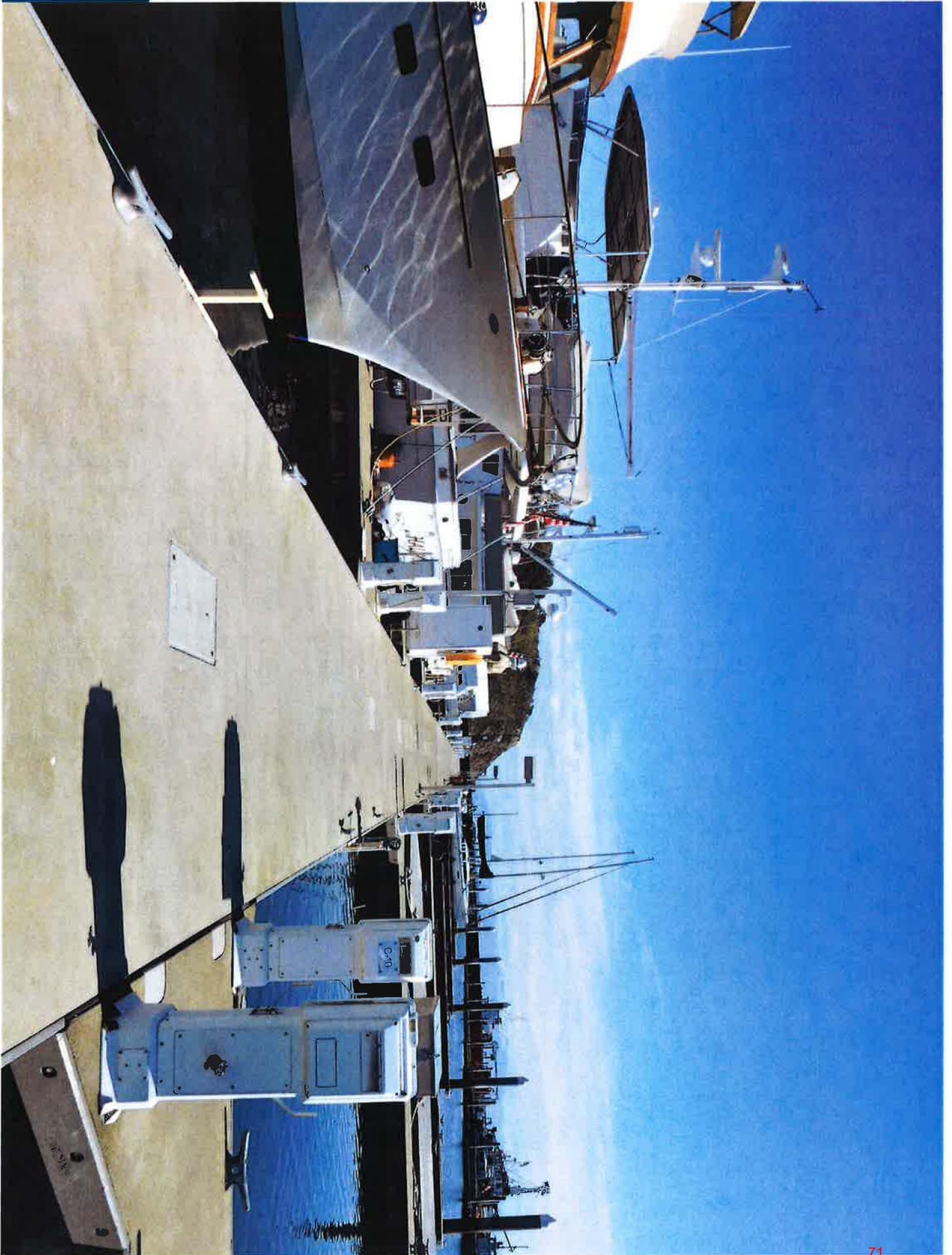


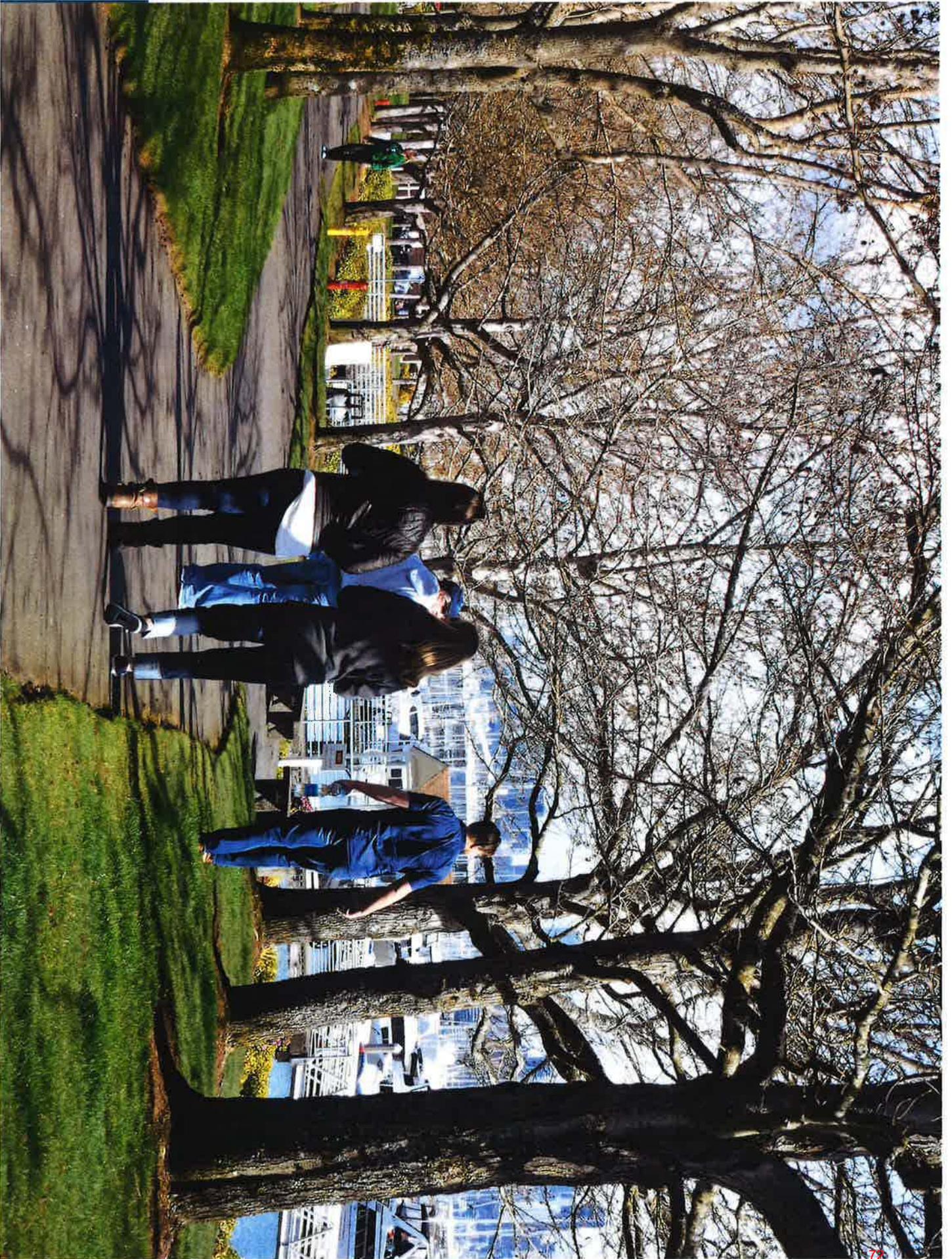


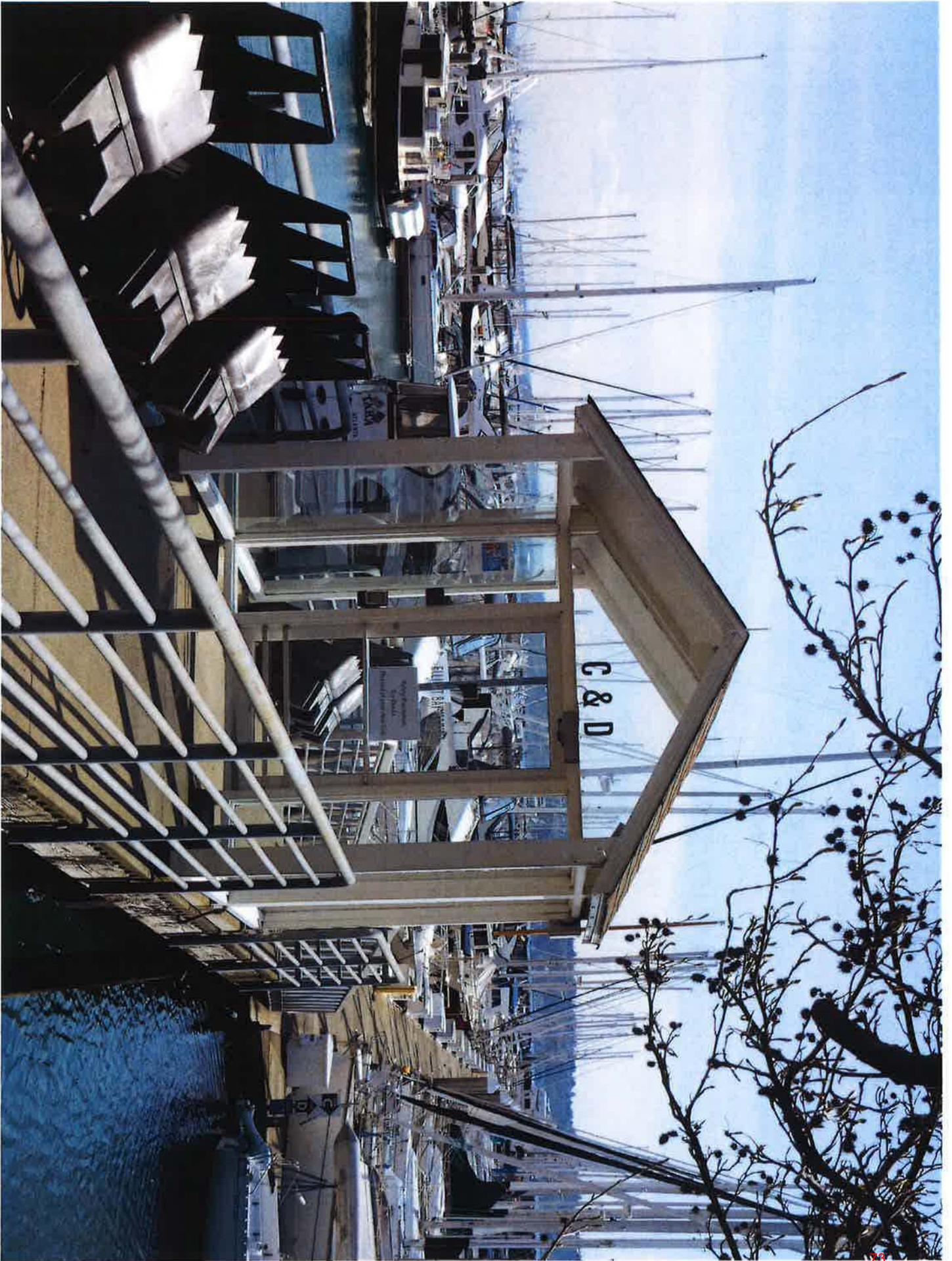




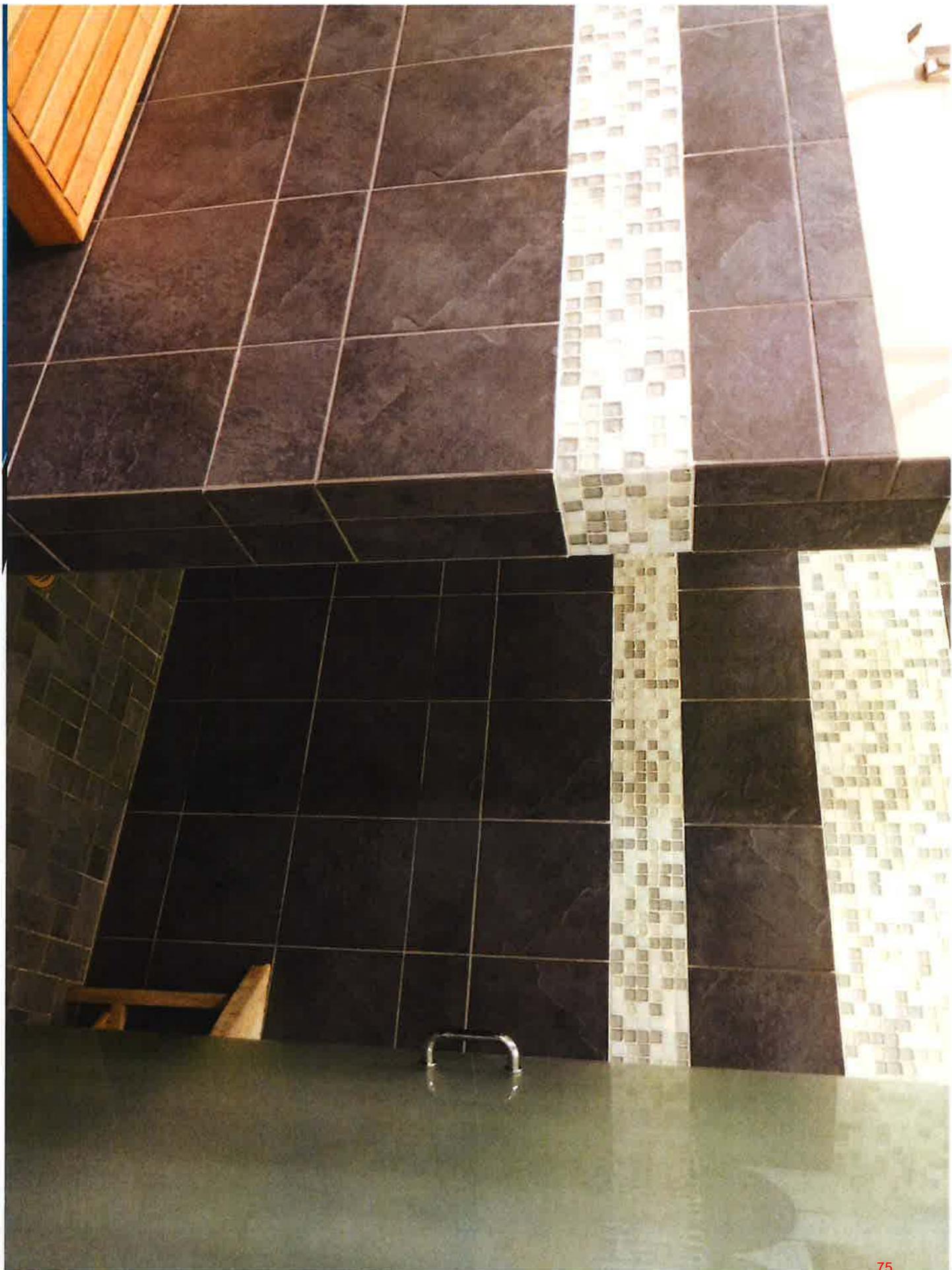














# Cap Sante HEADLAND, ISLAND, AND CULTURE

The prominent rocky headland across the marina is perhaps the most notable — and enduring — feature of Fidalgo Bay, claiming a special place in local geology, and cultural history. Land on Cap Sante, in the headland became known as among the 100 acres purchased in

1872 by Amurco's founder, Amos Bowman, who built a store and the city's first post office nearby. The peninsula originally was separated from downtown by a marsh. Fourth Street was the first to be filled in, affording safe access to an area where children romped freely and adults enjoyed viewpoints, picnics, and pageants.

Recognizing its recreational and ecological value, the city acquired Cap Sante summit in 1993 for a park. Homes now dot the hillside, while picnickers, visitors, and photographers are drawn to the rocky beaches, lush forest, and expansive views from the open summit.



BRIEFLY REFERRED TO AS "THE PARK" due to its rocky point, Cap Sante's present name was bestowed in 1877 by Amos Bowman, site of Amurco's founder Amos Bowman. The headland retained the name of Cap Sante (French for "Cape the cliff") a rocky promontory overlooking the St. Lawrence River in Quebec, Canada, where Amos spent much of her childhood.

## No longer an island

As recently as 1820, Cap Sante was a high tide island, separated from Fidalgo by a marsh running from the marina to Guano Channel. An early report called it "the finest black pasture" in the world. Before the marsh was filled in for development, in 1896, a "motor bridge" linked Cap Sante to downtown at 10<sup>th</sup> Street.

## Point of view

Rose Point's distinctive rocky shoreline reaches into Guano Channel on Cap Sante's northern edge. Now part of a residential neighborhood, it was a favored viewpoint and picnic area for settlers with access to little formal entertainment. Amos Bowman's grand hotel opened near the point in 1899, succumbing to fire two years later.

## City's oldest park

Cap Sante had long been a destination for settlers' picnics and outings when its 37 acres were purchased by the city in 1993. Part of the Bowman family's original holdings, the summit property was acquired for \$100 from Melville Curtis (father of Anne Curtis Bowman), with the express purpose it be preserved as a park.

## Best seat in the house

Marine Stadium, built into the east side of Cap Sante headland in 1938, provided spectacular views of boating exhibitions during Mariners' Pageants on Fidalgo Bay. The rock amphitheater was a Works Project Administration (WPA) undertaking, one of many nationwide that provided welcome jobs during the Great Depression.

## It's a fact!

For unique geology and expansive views from Cap Sante Summit, take 4<sup>th</sup> Street to its east end, then follow the Viewpoint sign. Alternatively, hike up from Rotary Park on the marina's eastern shore.



City of Anacortes  
Department of Planning & Economic Development  
Sustainable International  
of Anacortes







*Thank You*



# AGENDA ITEM

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

**SUBJECT:** Lease Agreement with SR-3 for Des Moines Marina, south.

**FOR AGENDA OF:** August 8, 2019

**ATTACHMENTS:**

1. Lease Agreement
2. Overhead photo of lease area

**DEPT. OF ORIGIN:** Marina

**DATE SUBMITTED:** July 30, 2019

**CLEARANCES:**

- Community Development DEL
- Marina [Signature]
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_

**CHIEF OPERATIONS OFFICER:** \_\_\_\_\_

- Legal [Signature]
- Finance [Signature]
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

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

**Purpose and Recommendation**

The purpose of this agenda item is to request Council approval of a ten year lease agreement with SR-3 to lease space on the Des Moines Marina floor for the purpose of establishing a small Marine Hospital to help rehabilitate injured Marine wildlife that can ultimately be released back into the environment.

**Suggested Motion:** “I move to approve the lease agreement with SR-3, leasing certain property on the Marina floor, and authorize the City Manager to sign said agreement substantially in the form as submitted.”

**Background**

SR-3 (Sealife response + rehab + research) is a non-profit organization devoted to the health, wellbeing and rehabilitation of Marine wildlife. SR-3 has a team of responders to aid in disentangling of sealife

and responding to injured or stranded marine wildlife. They work closely with tribes and local communities supporting wildlife health and community involvement.

### **Discussion**

The City is excited about this potential addition to the Marina property. SR-3 works closely with state agencies, tribes, and schools educating people about the health of our marine's wildlife and eco-systems. There are currently 32 facilities throughout the country. This facility will provide actual hospital services for injured animals, a service that is currently not available in Washington. In addition, it is anticipated that this site will receive thousands of students and visitors each year for education purposes.

City representatives and SR-3 have had ongoing meetings in regards to logistics and utilities and the attached Lease Agreement is the result of months of negotiations and planning. The lease agreement is for ten years with a single option to extend for an additional 5 years.

### **Financial Impact**

With the lease agreement the Marina will be receiving rent of approximately \$46,000.00 annually. The Marina will undergo some upfront costs to provide utilities to the site, which will be recuperated over time by the lease payments.

### **Alternatives**

Council may choose not to approve said lease agreement.

### **Conclusion**

Staff requests that Council approve the proposed motion and have the City Manager sign said contract, substantially in the form as submitted.

### **Committee Concurrence**

This project has been discussed and reviewed with the Municipal Facilities Committee.

**MARINA PROPERTY LEASE  
BETWEEN THE CITY OF DES MOINES  
AND SR3**

This COMMERCIAL LEASE (the "Lease"), is made by and between the **CITY OF DES MOINES**, a municipal corporation of the State of Washington ("**Landlord**"), and **SR3 Sealife Response, Rehabilitation and Research**, a Washington corporation, located and doing business at the Des Moines Marina, ("**Tenant**").

**1. PREMISES**

Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions set forth in this Lease, the exclusive right to use and occupy certain real property located at the Des Moines Marina and as described on **Exhibit A**, attached hereto and incorporated herein by this reference. Such property shall be hereinafter referred to as "**Premises**".

**2. TERM**

2.1 Lease Term. The Initial Term of this Lease is 10 (ten) years, commencing on September 15, 2019 (the "Commencement Date") and ending 120 months following September 15, 2019, unless sooner terminated as provided elsewhere in this Lease. Upon execution of this agreement, but prior to the commencement date, Tenant will be allowed access to the property for the purposes planning for installation and construction and other related activities.

2.2. Option to Extend. Tenant shall have one option to extend the Initial Term for periods of five (5) years (the "Option Periods") on the following terms and conditions: (i) Tenant shall provide Landlord with written notice of its intent to exercise the option not earlier than three hundred sixty (360) calendar days nor later than one hundred eighty (180) calendar days before the expiration of the Initial Term or end of the first option term, as the case maybe; and (ii) Tenant shall not be in default under the terms of this Lease either at the time Tenant exercises its option to extend or at the time the Option Period commences. All terms and conditions of the Lease shall apply during the Option Period. Option Period Rent shall be determined pursuant to Section 5.3.

**3. POSSESSION**

Tenant will be entitled to possession of the Premises on the Commencement Date and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Lessee shall remove any facilities or structures on the Premises as well as goods and effects and peaceably yield up the Premises to Lessor in as good a condition as when delivered to Lessee, ordinary wear and tear excepted.

**4. USE**

4.1. Use. Tenant covenants that, at all times during the Lease Term and such further time as Tenant occupies the Premises, Tenant shall use the Premises for the following enumerated permitted uses and for no other use without Landlord's express written consent, which consent will not be unreasonably withheld:

- A. Marine mammal rehabilitation and research
- B. Public education
- C. Fundraising activities

4.2. Restriction on Hours of Tenant Operations. The Landlord shall have the right to restrict certain types of commercial operations during the hours when the Marina parking lot is closed or to the extent such commercial operations create a nuisance or have a detrimental effect upon adjacent residents and other Marina tenants.

4.3. Building Codes and Zoning. Tenant has investigated all applicable building and zoning codes, regulations and ordinances to determine whether Tenant's use of the Premises is permitted. Based upon this investigation, Tenant accepts the Premises "as is" and subject to future changes in all applicable statutes, ordinances, rules and regulations governing Tenant's use of the Premises. Any and all expenses required to comply with all future changes in applicable statutes, ordinances, rules, regulations and requirements in effect during the term or any part of the term of this Lease regulating Tenant's use of the Premises shall be borne exclusively by Tenant. Tenant further agrees to comply with all such statutes, ordinances, rules and regulations pertaining to the Premises or its operations thereon throughout the Term.

## 5. RENT

5.1. Initial Term Rent. Beginning on the Commencement Date, Tenant agrees to pay Landlord rent at the rate of \$3,771.00 (three thousand seven hundred and seventy one) dollars per month.

All amounts due under this paragraph shall be paid by Tenant to Landlord in advance, on a monthly basis, on or before the first day of each month of this lease.

5.2. Payment. Rent for a partial month shall be prorated. All Rents and Additional Expense shall be paid in advance on the first day of each calendar month without set-off or demand, and without any abatement or deduction to Landlord at the address specified in this Lease, unless and until Tenant is otherwise notified in writing. Time is of the essence in the payment of all sums due under this Lease. All rent is exclusive of any sales, franchise, business and occupation or other tax based on rents, and should any such taxes apply during the Term of this Lease, the monthly payment shall be increased by such amount. All other sums due from Tenant under this Lease are hereafter referred to collectively as "Additional Expenses" and shall be paid in the manner and at the time set forth in this Lease. Nothing herein shall prejudice Tenant's right to make payment of Rent under protest and to make claim for return of Rent, or a portion thereof.

**5.3 Option Period Rent.** Monthly rent for the option period, if exercised by the Tenant, shall be subject to negotiation between the parties. If rent cannot be agreed upon between the parties then the rental value shall be appraised by a Member of Appraisal Institute (MAI), at the cost of Landlord. If Tenant disagrees with the appraised rental value of Premises for the option period in question, then Tenant shall obtain its own MAI appraisal of the rental value for the option period at Tenant's sole cost and expense. If the Tenant's appraisal of the rental value for the option period is less the Landlord's initial MAI appraisal and the Landlord will not accept the Tenant's appraised value then the two appraisers shall select a third MAI appraiser to determine which of the two appraisals best reflects the appropriate rental value of the Premises for the option period in question and the value selected by the 3<sup>rd</sup> MAI appraiser shall be the rent for the option term. The parties shall share equally the cost of the third appraiser.

## **6. DEPOSIT.**

Tenant has paid this day to Landlord the sum of \$5,000 (five thousand dollars) as a security deposit (the "Deposit") for Tenant's performance of all of the terms and conditions of this Lease. If Tenant is in default, Landlord may use all or any portion of the Deposit to cure the default or to compensate Landlord for damages sustained by Landlord resulting from Tenant's default, including but not limited to the payment of Rent and the cost of cleaning and/or repairing the Premises. Any payment to Landlord from the Deposit shall not be considered a payment of liquidated damages. Within ten (10) days after Landlord's written demand, Tenant shall deposit cash with Landlord in an amount sufficient to restore the Deposit to the full amount stated above, and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Deposit separate from its general accounts. If Tenant is not in default at the expiration of the term of this Lease and after Tenant has vacated the Premises, the Deposit will be refunded within 45 days. No trust relationship is created between Landlord and Tenant with respect to the Deposit.

## **7. TENANT EXPENSES.**

7.1. **Net Lease.** The purposes of this Section 7 is to insure and Tenant hereby agrees that, in addition to Rent, Tenant shall pay Tenant's Share of all expenses relating to the use, maintenance, ownership, repair and insurance of the Premises, , and of all utilities, insurance and personal property taxes and Leasehold Excise Taxes if applicable, as identified in Sections 7.2 through 7.5 below (see Exhibit B).

7.2. **Utilities.** Tenant agrees to compensate the Landlord for the usage of utilities as detailed in Exhibit B. Landlord shall be responsible for providing power, sewer and water utilities to a location on the property deemed fit by each of the utility companies. It will be the responsibility of Tenant to continue those utilities as needed. Tenant shall be responsible for maintenance of all utilities that Tenant requires subsequent to those installed by the Landlord.

7.3. **Personal Property Taxes.** Tenant shall pay, before delinquency, any and all taxes levied or assessed and payable during the Term upon all Tenant's equipment, furniture, fixtures and any other personal property located on the Premises.

7.4. Leasehold Excise Tax. Tenant shall also pay, if applicable, the Leasehold Excise Tax imposed on Tenant under RCW §82.29A.030. Said amount will be paid by Tenant to Landlord and Landlord will pay the same to the State of Washington. Landlord hereby indemnifies and agrees to defend and hold Tenant harmless from and against any costs, including legal fees, that proximately result from Landlord's breach of the covenant to pay the Leasehold Excise Tax once received from Tenant.

7.5. Initial Installation and Permit Costs. Tenant and Landlord shall be responsible for initial installation and permitting costs as detailed in Exhibit C.

## **8. MAINTENANCE, REPAIRS, ALTERATIONS, AND RELOCATION.**

8.1. "As-Is" Condition of Premises. Tenant completely and unconditionally accepts the premises in the AS-IS condition. Tenant waives any right that it may have under any current or future law or ordinance to make repairs at Landlord's expense.

8.2. Tenant's Obligations. Tenant, at its sole cost and expense, shall install facilities consistent with the City approved site plan subject to City and state permitting requirements; keep in good condition and repair all portions of the Premises. Upon the expiration or sooner termination of this Lease, Tenant shall remove Tenant's structures and surrender the Premises to Landlord in the condition that the property was in prior to this Agreement, unless otherwise agreed by both Parties. Any damage to adjacent Premises caused by Tenant's use of the Premises shall be repaired at Tenant's sole cost and expense. If Tenant fails to perform the maintenance, repair or replacement required by this Section 8.2 or to surrender the Premises in the condition required by this section, Landlord shall have the right to perform the necessary work at Tenant's sole cost and expense, and Tenant agrees to reimburse costs incurred by Landlord to satisfy the terms of Section 22.20, Redelivery.

In addition, Tenant shall:

- A. Comply with all city, state, and federal regulations related to environmental protection, and any special provisions described in this lease.
- B. Keep the leased Premises as clean and sanitary as the conditions of the Premises permit;
- C. Properly dispose all solid waste, liquids, and hazardous waste in a clean and lawful manner at reasonable and regular intervals;
- D. Properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances;
- E. Not intentionally nor negligently destroy, deface, damage, impair, or remove any part of the Premises;
- F. Not permit a nuisance or common law waste;
- G. Not allow junk or debris to accumulate on the Premises;

H. Conduct all business within the Premises described in this lease.

I. At the expiration of the lease term, or any extension thereof, surrender the Premises in as good condition as they were at the beginning of the term, reasonable wear and tear excepted.

8.3. Municipal Obligations to the Public. The parties acknowledge that the Landlord, being a municipal corporation, is obligated to see that businesses operated on land leased from the Landlord are operated in a manner that benefits the Des Moines Marina, its other tenants and the public in general. To this end, Tenant agrees and covenants to abide by the Landlord's reasonable operational requirements as set forth herein, or as may be specified in writing in the future, which are intended solely to fulfill the Landlord's municipal duties to its citizenry.

8.4. Alterations and Additions. Tenant shall not make or permit any alteration, addition or improvement to the Premises without obtaining and complying with appropriate building permits and without Landlord's written consent, which consent will not be unreasonably withheld. Any alteration, addition or improvement shall be made in a good and workmanlike manner by a contractor at Tenant's sole cost and expense and shall comply with all applicable laws, codes, ordinances, rules and regulations and in a manner (a) consistent with the plans and specifications submitted to and approved by Landlord and any conditions imposed by Landlord, (b) which includes acceptable insurance/bond coverage for Landlord's benefit and (c) which does not disrupt the business or operations of other Marina tenants. Prior to expiration or sooner termination of the Lease, Tenant shall, at Tenant's sole cost and expense and with all due diligence, remove any alterations, additions or improvements made by Tenant and designated by Landlord to be removed at the time it gave its consent thereto. At its sole cost and expense, Tenant shall repair any damage to the Premises caused by such removal.

## 9. LIENS

Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or at the direction of Tenant.

## 10. INDEMNIFICATION / HOLD HARMLESS

Tenant shall defend, indemnify, and hold harmless Landlord (the City), its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use of Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted or suffered by Tenant in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence or intentional misconduct of the Landlord. Tenant further agrees to indemnify, defend and hold Landlord and its employees, contractors, lenders and agents harmless from all costs (including but not limited to attorneys' fees) incurred by Landlord in connection with its defense against any claim made against Landlord as to which Tenant must indemnify Landlord pursuant to this section. Tenant shall give prompt notice to Landlord of any casualty or accident in the Premises. Tenant further assumes all risk of, waives and releases all claims against Landlord for and agrees to indemnify and hold Landlord and its agents harmless from and against any damages or injury to person or property sustained by Tenant

or any person claiming through Tenant, which damage results from any accident or occurrence in or on the Premises from any cause whatsoever, except and then only to the extent caused by the sole negligence or intentional misconduct of Landlord, its representatives and/or agents. Tenant agrees that the foregoing indemnity is specifically and expressly intended to constitute a waiver of Tenant's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide Landlord with a full and complete indemnity from claims made by Tenant and its employees, to the extent of their negligence. LANDLORD AND TENANT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION 10 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

## 11. INSURANCE

Tenant 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 Tenant's operation and use of the leased Premises.

**No Limitation.** Tenant's maintenance of insurance as required by this Lease shall not be construed to limit the liability of Tenant to the coverage provided by its insurance, or otherwise limit Landlord's recourse to any remedy available at law or equity.

11.1. Tenant shall obtain insurance of the types described below:

A. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Landlord shall be named as an insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

B. Property insurance shall be written on an all risk basis.

11.2. Minimum Amounts of Insurance. Tenant shall maintain the following insurance limits:

A. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, which policy shall include product liability and blanket contractual liability coverage insuring performance of Tenant's indemnity obligations under this Lease, excluding insurance for the payment of rent. Landlord may increase the required limit as it deems necessary after thirty (30) days written notice based upon periodic insurance reviews. The insurance required by this section shall be on an occurrence basis only. This insurance shall be written as a primary policy not contributing with and not in excess of coverage that Landlord may carry.

B. Property Insurance shall be written covering the full value of Tenant's property and improvements with no coinsurance provisions

11.3. General Requirements. All insurance required to be provided by Tenant under this Lease: (a) shall be issued by insurance companies authorized to do business in the State of Washington and with a current A.M. Best rating of not less than A:VII; (b) shall be issued as a

primary policy and contain cross-liability endorsements; (c) contain deductibles of no more than \$10,000 per occurrence; and (d) shall contain an endorsement requiring at least thirty (30) days' prior written notice of cancellation to Landlord and Landlord's lender before cancellation or change in coverage, scope or amount of any policy. Tenant shall deliver a certificate or copy of such policy evidenced to reflect Landlord's additional insured status, together with evidence of payment of all current premiums, to Landlord within three (3) days of execution of this Lease. Tenant's failure to provide evidence of such coverage to Landlord may, in Landlord's sole discretion, constitute a material default under this Lease, giving Landlord the right to immediately procure such coverage, the cost of which shall be reimbursable by Tenant upon demand.

#### 11. 4. Waiver of Subrogation.

Tenant and Landlord hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. The release shall apply only to the extent that such claim, loss or liability is covered by insurance.

### 12. RECONSTRUCTION

12.1 . Either party shall have the option either to repair the Premises or to terminate this Lease if the Premises: (a) damage results from any cause not covered by either party's insurance: or (b) insurance proceeds are insufficient to fully pay for repair and restoration: or (c) the cost to repair exceeds twenty-five percent (25%) of the then complete replacement cost of the Premises: or (d) the repair or restoration, in either party's opinion, cannot be completed within six (6) months of the damage: or (e) the damage occurs during the last twelve (12) months of the Lease Term. Either party shall exercise its option to terminate this Lease by giving notice to the other party, at any time within sixty (60) days after the damage, written notice of its election to terminate this Lease as of the date specified in the notice. The termination date shall not be less than thirty (30) nor more than sixty (60) days after the date of the notice.

12.2. Rent Abatement. This Lease shall remain in full force and effect if either party elects to repair the damage or until the termination date specified in the notice of termination, as applicable, except that Rent shall be proportionately abated from the date of damage until the repairs are completed or until the specified termination date. Such proportionate abatement shall be based upon the extent to which the damage materially interferes with the business carried on by Tenant in the Premises.

12.3. Tenant's Repair Obligations. Landlord shall have no liability to Tenant for, and not be required to repair or replace any Leasehold improvements, fixtures or other personal property of Tenant, all of which shall be repaired or replaced promptly by Tenant at Tenant's sole cost and expense.

### 13. EMINENT DOMAIN

Intentionally omitted.

### 14. ASSIGNMENT AND SUBLETTING

14.1. Restriction. Tenant shall not sublet the whole or any part of the Premises, nor shall Tenant assign, transfer or encumber this Lease or any interest thereunder whether directly or by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of Landlord. Each assignment to which there has been consent shall be by an instrument in writing in form satisfactory to Landlord, an executed copy of which shall be delivered to Landlord. As a material inducement to Landlord to execute and deliver this Lease, Tenant agrees it shall be reasonable under this Lease and under applicable law for Landlord to withhold consent to any proposed assignment, encumbrance or sublease if Landlord determines that any one or more of the following applies (without limitation as to other reasonable grounds for withholding consent): (a) Landlord is not reasonably assured that the proposed transferee will fully, completely and promptly perform all obligations of Tenant under this Lease, (b) either the net current assets or the tangible net worth of the proposed transferee, determined in accordance with general accepted accounting principles, consistently applied by Tenant's and the proposed transferee's respective independent certified public accountants, is less than the net current assets or tangible net worth of Tenant and any guarantor as of the date of this Lease or the date of the proposed transfer, whichever is greater, (c) the transferee proposes to use the Premises for any purpose other than the permitted uses under this Lease, (d) the proposed transfer would cause Landlord to be in violation of any other lease or agreement to which Landlord is a party, (e) the proposed transferee fails to deliver to Landlord its written assumption of all of the obligations to be performed by Tenant under the Lease in connection with the portion of the Premises which is the subject of the proposed transferee, (f) if Tenant will not continue to remain liable on this lease or (g) the proposed transferee's operating experience or reputation are less than Tenant's on the date of this Lease. No assignment or sublease shall release Tenant from primary liability on this Lease. In lieu of consenting to an assignment or sublease, Landlord may elect to terminate this Lease. Any assignment or sublease without Landlord's prior written consent shall, at Landlord's option, be void.

14.2. Costs. Tenant shall reimburse Landlord for all reasonable attorneys' fees and other costs incurred by Landlord in connection with the review and preparation of documents incident to any request by Tenant for Landlord's consent. Each request for Landlord's consent shall be accompanied by payment of a fee in the amount of \$750 to be applied to such fee. Landlord shall return to Tenant any unused balance of such fee.

## 15. DEFAULT

15.1. Defaults. Time is of the essence of this Lease. Tenant shall be deemed in material default hereunder if Tenant fails to comply with any covenant, term or condition of this Lease, or if Tenant vacates or abandons the Premises or if Tenant files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for Tenant's assets, or if Tenant makes an assignment for the benefit of creditors, and if such failure continues for or is not remedied within three (3) days (or, if no default in the payment of rent is involved, within twenty (20) days) after notice in writing thereof given by Landlord to Tenant specifying the failure; provided, however, if a non-monetary default is not reasonably capable of being cured, then the twenty (20) day period shall be extended, but not for more than twenty (20) days, if Tenant immediately commences such cure and diligently and continuously prosecute such cure to completion.

15.2. Landlord's Remedies. If Tenant is in default hereunder, then Landlord may:

A. Declare the term hereof ended and reenter the Premises and, with the exception of the structure, take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or

B. Without declaring this Lease terminated, reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and collect any unpaid rentals and other charges, which have become payable, or which may thereafter become payable; or

C. Even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

If Landlord elects to terminate this Lease pursuant to the provisions of options a. or c. above, Landlord may recover from Tenant as damages, the following:

(i) The worth at the time of award of any unpaid rental which had been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rental for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited, any costs or expenses incurred by Landlord in (a) retaking possession of the Premises, including reasonable attorneys' fees therefor, (b) maintaining or preserving the Premises after such default, (c) preparing the Premises for reletting to a new tenant, including reasonable repairs or alterations to the Premises for such reletting, (d) leasing commissions, and (e) any other costs necessary or appropriate to relet the Premises; plus

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington.

Landlord's remedies hereunder are cumulative, and not exclusive, and Landlord's exercise of any right or remedy shall not be deemed a waiver of, or alter, affect or prejudice any other right or remedy which Landlord may have under this Lease or at law or in equity, including the right to cure Tenant's default on Tenant's behalf and recover from Tenant upon demand all costs and expenses incurred by Landlord in connection therewith, including interest thereon at the rate stated in Section 15.2 from date incurred until paid. Neither the acceptance of rent nor any other acts or omissions of Landlord at any time or times after the happening of any default or breach by Tenant shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Landlord of its right to cancel or forfeit

this Lease, or estop Landlord from promptly exercising any other option, right or remedy that it may have under any term or provisions of this Lease, or at law or in equity.

15.3. **Late Charges.** Tenant acknowledges that the late payment to Landlord of rent and any other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. These costs include but are not limited to processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage, deed of trust or other security agreement covering the Premises. Accordingly, if any installment of rent or other sums due from Tenant shall not be received by Landlord or Landlord's agent within five (5) days after the amount shall be due, then, without any requirement of notice to Tenant, Tenant shall pay to Landlord a late charge equal to one percent (1%) of the amount past due for each month until the default is cured. The parties agree that this late charge plus interest represents a fair and reasonable estimate of the costs Landlord will incur because of Tenant's late payment. Landlord's acceptance of such late charge in no event shall constitute a waiver of Tenant's default with respect to the overdue amount nor prevent Landlord from exercising any of the other rights or remedies granted to Landlord under this Lease.

15.4. **Landlord's Default.** Landlord shall be in default under this Lease only if Tenant serves upon Landlord a written notice specifying the alleged default and Landlord does not remedy the failure within twenty (20) days following receipt of such notice or, in the case of a failure which takes more than twenty (20) days to cure, if Landlord has not commenced to remedy the same within such twenty (20) day period. Tenant shall not exercise any remedies available to it until the grace period provided for in this Section has elapsed, or during any period that a secured party is proceeding to cure Landlord's default or is diligently taking steps to obtain the right to enter the Premises and cure the default. In no event shall Tenant have the right to terminate this Lease because of Landlord's default; Tenant's remedies shall be limited to any other remedy available at law or in equity. Nothing in this Lease shall be interpreted to excuse Tenant from paying rent due under this Lease because of any default by Landlord.

**16. RULES AND REGULATIONS.** Tenant agrees to comply with the City of Des Moines Marina Rules & Regulations, as published from time to time by Landlord.

**17. HOLDING OVER**

If Tenant remains in possession of all or any part of the Premises after the expiration of the Lease Term with the express written consent of Landlord (which consent may be granted, withheld or conditioned in Landlord's sole discretion), such occupancy shall be a tenancy from month to month at Rent equal to one and one-half (1½) times the last monthly Rent, plus all Additional Rent and other charges payable under this Lease, and upon all the terms of this Lease applicable to a month-to-month tenancy. If Tenant holds over without Landlord's express prior written consent, such shall constitute a tenancy at will, terminable upon notice from Landlord at three (3) times the last monthly Rent, and Tenant shall liable all damages suffered by Landlord as a consequence of such holding over.

**18. ENTRY BY LANDLORD**

In the event Landlord determines that an emergency exists and entry is necessary, Landlord may forcibly enter the Premises without any liability to Tenant. No entry by Landlord as provided in this Section 18 shall be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises or an eviction of Tenant from all or any portion of the Premises.

**19. ESTOPPEL CERTIFICATE**

Intentionally omitted.

**20. SIGNS**

Tenant shall not erect, place or maintain, or permit to be erected or placed, any signs on the exterior walls or windows or elsewhere on the Premises, except as permitted by the City of Des Moines Municipal Code. Tenant, at its sole cost and expense, shall maintain all of its signs in good condition and repair and shall remove the same upon termination of the Lease Term and repair all damage caused by the removal. If Tenant fails to remove any sign and/or repair any damage caused by its removal, Landlord may have the same removed and/or repaired at Tenant's sole cost and expense.

**21. PARKING.**

Tenant will be provided six Marina parking access passes free of charge to be used for employee parking while at work. Additional passes can be purchased at the annual parking pass rate. Parking in the Marina is first come, first serve. No reserved employee or patron parking will be provided.

**22. GENERAL PROVISIONS**

22.1. Exhibits and Addenda. Any exhibits attached to this Lease are a part of and are fully incorporated in this Lease by this reference.

22.2. Non-Waiver of Default. Landlord's waiver of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent default under the same or any other term, covenant or condition. Landlord's acceptance of any sum shall not be deemed to be a waiver of any preceding default by Tenant, other than the failure of Tenant to pay the particular sum so accepted, regardless of Landlord's knowledge of such preceding default at the time it accepts the sum.

22.3. Joint and Several Obligations

Intentionally omitted.

22.4. Section Titles. The section titles of this Lease are not a part of this Lease and shall have no effect upon its construction or interpretation.

22.5. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor, including but not limited to Tenant's execution of estoppel certificates and subordination agreements and Tenant's reimbursements to Landlord.

22.6. Successors and Assigns. Subject to the provisions of Section 14 above, the covenants and conditions of this Lease shall apply to and bind the heirs, successors, executors, administrators and assigns of both parties to this Lease.

22.7. Recordation. Neither Landlord nor Tenant shall record this Lease, but a short-form Memorandum of Lease may be recorded at the request of either party.

22.8. Quiet Possession. Provided Tenant pays all sums due under this Lease and observes and performs all of the other covenants, conditions and provisions to be observed and performed by Tenant, Tenant shall have quiet possession of the Premises for the entire Lease Term against any adverse claim of Landlord or any party claiming under Landlord, subject to all the provisions of this Lease.

22.9. Prior Agreements. This Lease contains the full agreement of the parties with respect to any matter covered or mentioned in this Lease. No prior agreements or understandings pertaining to any such matters shall be effective for any purpose. This Lease may be amended or supplemented only by an agreement in writing signed by the parties or their respective successors in interest.

22.10. Inability to Perform. Except as provided in Section 12, this Lease and the parties' obligations under this Lease, including Tenant's obligation to make any payments, shall not be affected or impaired because a party is unable to fulfill any of its obligations, or is delayed in doing so, if such inability or delay is caused by reason of weather, strike, labor troubles, acts of God or any other cause beyond that party's reasonable control.

22.11. Severability. Any provision of this Lease, which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision, and all other provisions shall remain in full force and effect.

22.12. Cumulative Remedies. No remedy or election under this Lease shall be deemed to be exclusive but shall, whenever possible, be cumulative with all other remedies available at law or in equity.

22.13. Choice of Law. This Lease shall be governed by the laws of the State of Washington.

22.14. Attorneys' Fees. In the event any action or proceeding is brought by either party against the other arising out of or in connection with this Lease, each party will be responsible for their own attorney fees, including any appeal.

22.15. Notices. All notices or demands which are required or permitted to be given by either party to the other under this Lease shall be in writing. All notices and demands shall be either personally delivered, sent by courier or fax or sent by United States Mail, registered or certified, postage prepaid, addressed to the address set forth below, or to such other place as a party from time to time may designate by written notice. Any notice sent by United States Mail as provided above shall be deemed to have been received three (3) business days after deposit into the mail, unless sooner received or rejected:

**TO LANDLORD AT:** c/o City Manager  
 City of Des Moines  
 21630 – 11<sup>th</sup> Ave S., Suite A  
 Des Moines, WA 98198-6398  
 Fax No. (206) 870-6540

**TO TENANT AT:** Casey Mclean  
 2255 Harbor Ave SW, Suite 101  
 Seattle, WA 98126

22.16. Subordination. Intentionally omitted.

22.17. Attornment. Intentionally omitted.

22.18. Compliance with Environmental Laws. The parties acknowledge that there are certain federal, state and local laws, regulations and guidelines now in effect and that additional laws, regulations and guidelines may hereafter be enacted relating to or affecting the Premises, concerning the impact on the environment of activities related to construction, land use, the maintenance and operation of structures and the conduct of business. Tenant shall obtain all necessary local, state, and federal approvals prior to any actions that would require a permit. Such permits shall become part of the Lease by reference and all duties and responsibilities incurred by the Tenant under the permits shall be included by reference in Paragraph 8.3, "Tenant's Obligations", of this Lease. Tenant shall also be required to obtain and maintain any other permits that may be required by additional laws, regulations and guidelines that may hereafter be enacted. Tenant shall not cause or permit to be caused any act or practice, by negligence, omission or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of such laws, regulations or guidelines. Any violation of this covenant shall be an event of material default under this Lease. Tenant shall indemnify and hold Landlord harmless from any and all costs, expenses, claims, losses, damages, fines and penalties, including reasonable attorneys' fees that may in any manner arise out of or be imposed because of Tenant's failure to comply with this covenant. The foregoing shall cover all requirements whether or not foreseeable at the present time and regardless of expense.

22.19. Intentionally omitted.

22.20. Redelivery. Tenant shall redeliver the Premises to Landlord at the end of the Term or upon the earlier termination of this Lease in the same condition in which received (unless otherwise directed by Landlord under terms of Section 8.4), reasonable wear and tear and damage by casualty excepted. Tenant shall remove all structures, trade fixtures and appliances and equipment which do not become a part of the Premises. Upon Landlord's request, the terms of redelivery shall be satisfied by removing Tenant's structure and associated foundation and capping utility supply lines, drain lines and conduits. Tenant's obligation to perform this covenant shall survive the expiration or termination of this Lease. Landlord may place and maintain signs in conspicuous places on the Premises for one hundred twenty (120) days prior to the expiration or earlier termination of this Lease advertising the Premises' availability.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day set forth below.

**LANDLORD**

CITY OF DES MOINES, a Municipal Corporation

By \_\_\_\_\_

Michael Matthias, City Manager

Date: \_\_\_\_\_

By Direction of the Des Moines City Council In  
Open Public Meeting on \_\_\_\_\_

**TENANT**

\_\_\_\_\_, a Washington Corporation

By: \_\_\_\_\_

\_\_\_\_\_, Director

Date: \_\_\_\_\_

STATE OF WASHINGTON

)

)

ss.

COUNTY OF KING

)

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before the undersigned, a Notary Public in and for the State of Washington personally appeared before me **Michael Matthias**, to me known to be the **City Manager** of the **City of Des Moines**, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

In Witness whereof I have set my hand and official seal the day and year first written above.

\_\_\_\_\_  
Printed name: \_\_\_\_\_

Notary Public in and for the State  
of Washington, residing at \_\_\_\_\_

County: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**STATE OF WASHINGTON**

**COUNTY OF KING**

) **ss.**  
)

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before the undersigned, a Notary Public in and for the State of Washington personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_, a Washington corporation, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

In Witness whereof I have set my hand and official seal the day and year first written above.

\_\_\_\_\_  
Printed name: \_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at \_\_\_\_\_  
County: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**EXHIBIT A**

The subject property as depicted on drawing:



**Exhibit "A"****1. Lease area.**

The Tenant will be leasing a portion of The City of Des Moines property, located north, adjacent to the South Marina Park.

Property is listed on king County Parcels as part of the City of Des Moines Marina Parcel # 2006601340. The rental space is approx. 14,300sf.

Please see attached photo.



**EXHIBIT B**

Tenant agrees to pay in amounts as follows:

DRAFT

**Exhibit "B"****1. Responsibilities of the tenant:**

* Monthly Rent:		\$ 3,771.00
* Leasehold tax:		\$ 484.00 (if applicable)
	<u>Total</u>	\$ 4,255.00
	Total w/o LH Tax	\$ 3,771.00

**2. Monthly Utilities:**

* Power	100%
* Sewer	100%
* Water	100%
* Garbage	100%

**EXHIBIT C**

DRAFT

## **Exhibit "C"**

### **Landlord Responsibilities:**

The City of Des Moines will be responsible for all costs associated with bringing utilities to the said property. Included in these costs are:

- \* Utilities Permits.
- \* Stub outs for: Sewer/Water/ to the Eastern lease line.
- \* Power to the location of PSE setting the Meter base.
- \* Site prep: removal of trees, curbing and limited landscaping.
- \* Asphalt prep and patching.

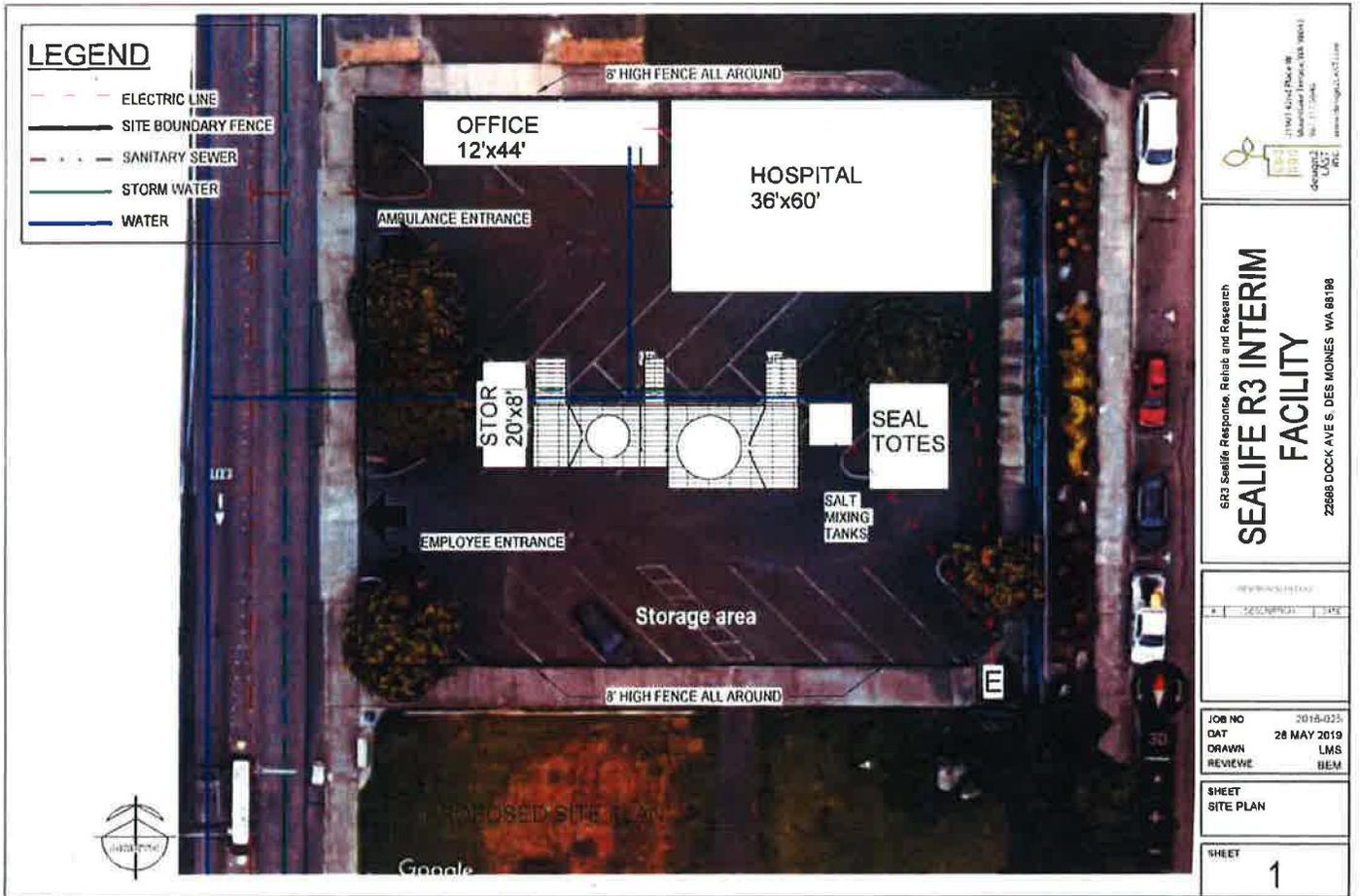
### **Tenant Responsibilities:**

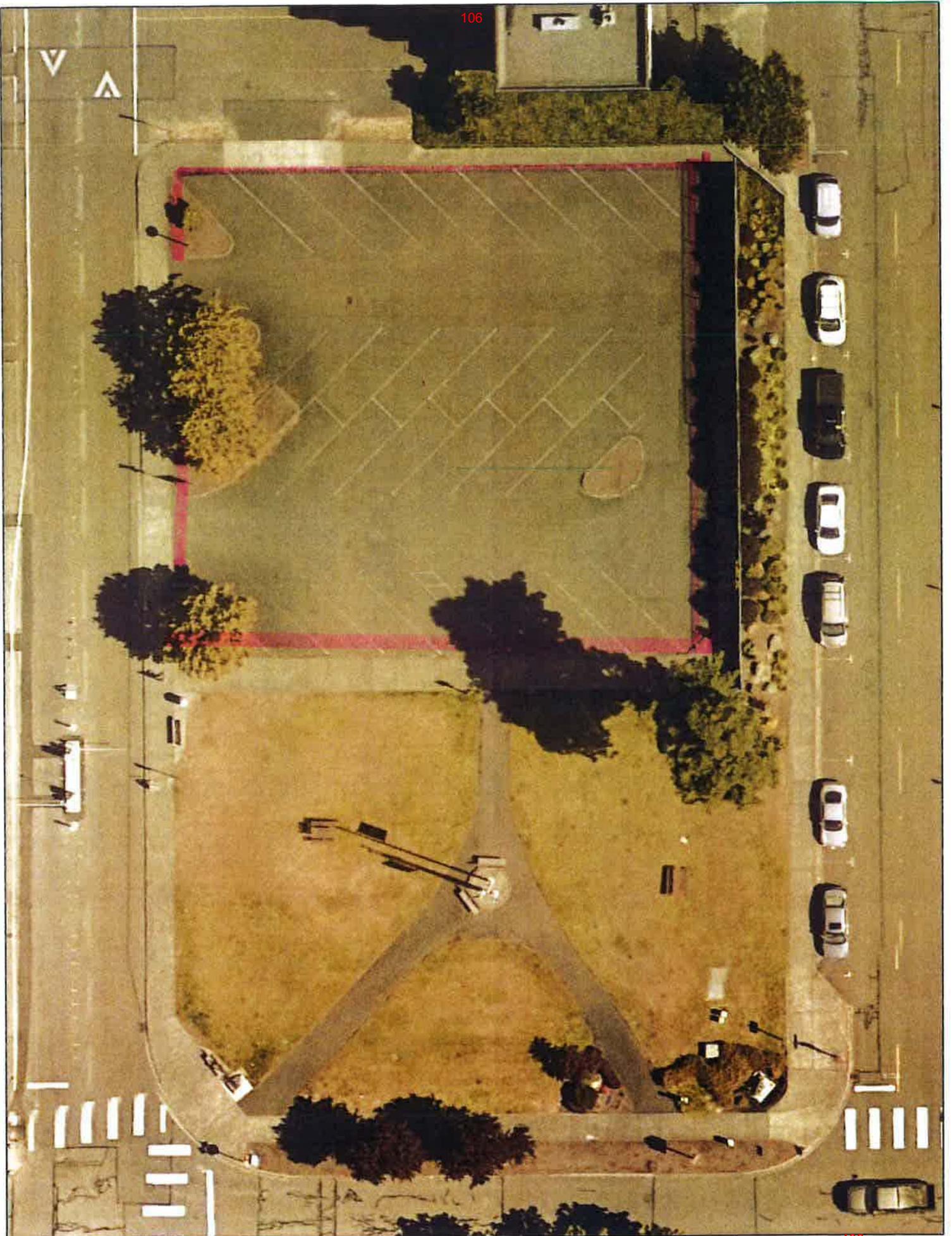
All costs associated with plan review and any direct building permits required for the project.

All costs associated with the installation of buildings and construction needs.

All costs associated with extending utilities (water/sewer/power) to the final needs and locations of the business.

All costs associated with securing the leased site i.e. fencing, gates and building security.





# CITY COUNCIL ANNUAL BUDGET RETREAT

August 8, 2019



# INTERCONNECTEDNESS



# WHAT WE WANT TO ACCOMPLISH TODAY

- In-depth review of Police and Parks, Recreation & Senior Services Departments.
- Review Current City Activities, Programs, Projects.
  - Economic Development.
  - Marina RFQ, Water and Land Side.
  - Sustainable Airport Master Plan-Aviation Issues.
  - Legislative Agenda.
  - Current Activities Map-Downtown/Marina.
  - Beautification Efforts-Flower Baskets.
  - Van Gasken.
  - Wasson.

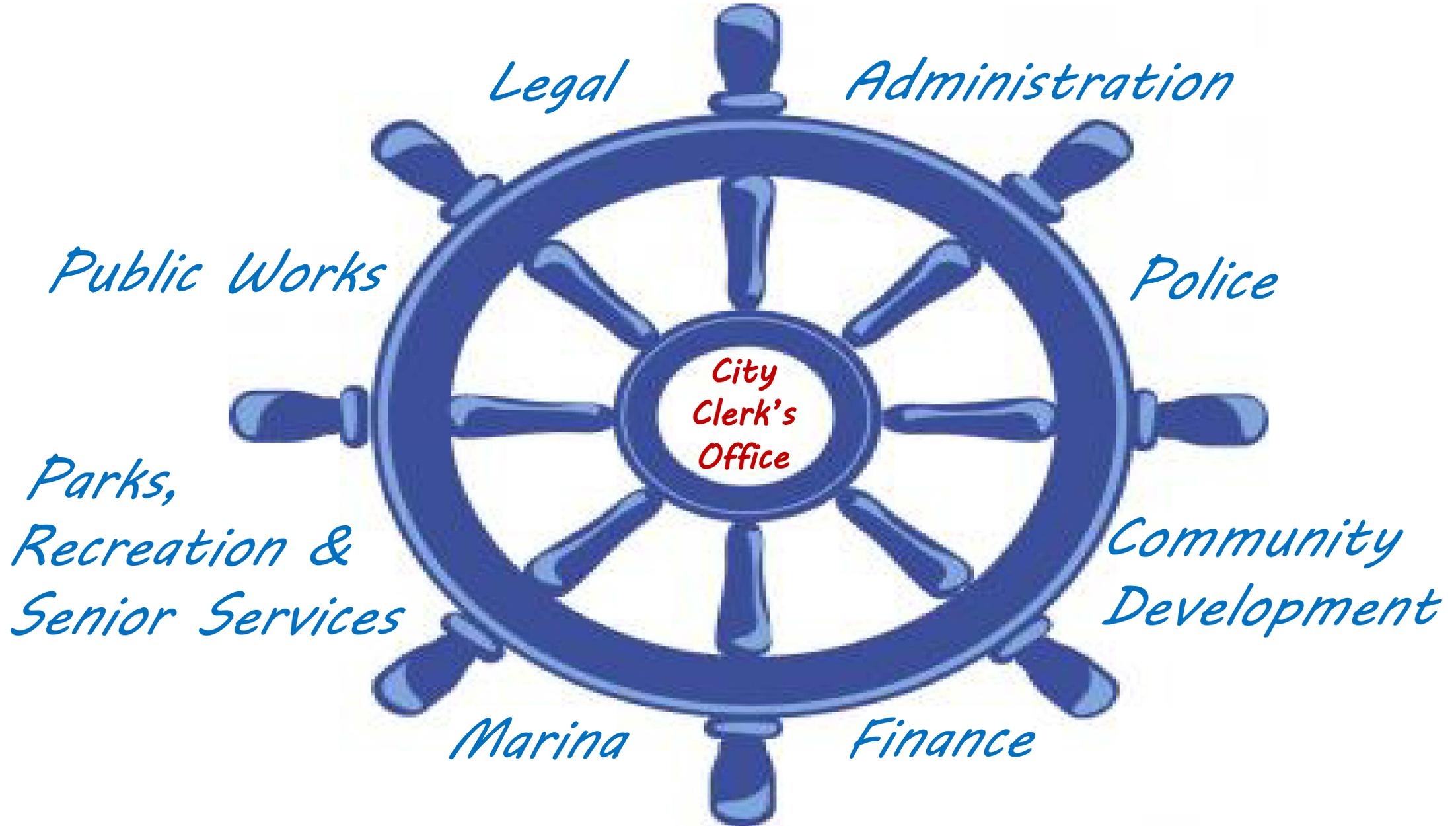


# WHAT WE WANT TO ACCOMPLISH TODAY

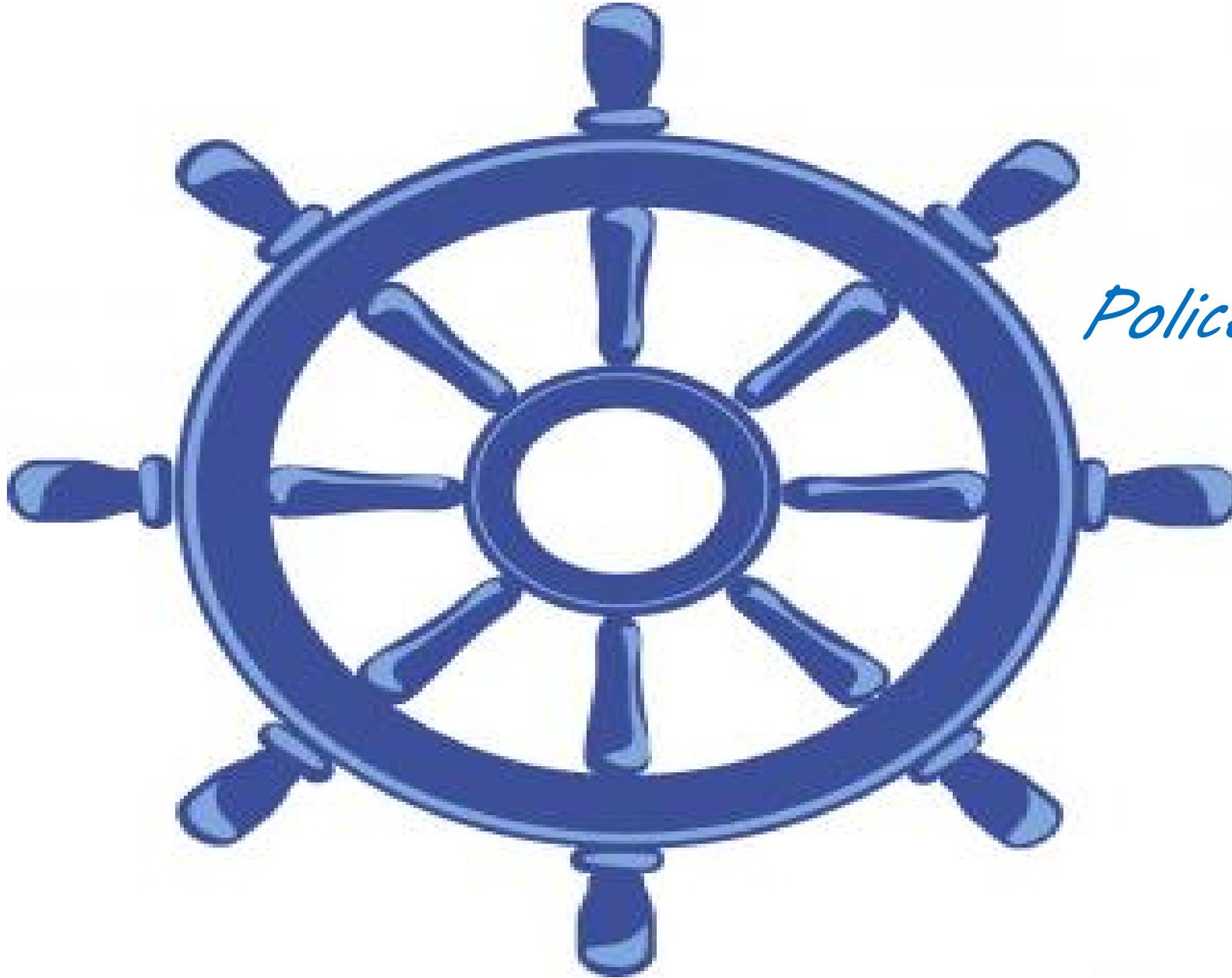
- Review Current and Future Organizational Structure.
  - Succession Planning is Now Integrated Within the Organization.
- Review Current Budget and 2020 Proposed Budget.
  - Historical Trends.
  - identifying changes to Capital and Operating allocations going forward, including one-time revenue and expenditures.
  - Allocation Involving Subsidies (Senior Services).
  - SCORE.
  - Utility Tax Revenue Audit.
  - Increase Human Services.
  - Financial Management System.



# WORKING TOGETHER WE SAIL THE SHIP



# WORKING TOGETHER WE SAIL THE SHIP



*Police*





# DES MOINES POLICE DEPARTMENT



*Committed To Relentlessly Fighting Crime With Trust And Care*

SERVICE-COMMITMENT-UNITY

# POLICE DEPARTMENT GOALS



## Goal 1. Build Community Trust and Legitimacy

### Objectives:

- Engage with our community through community meetings, the citizens academy and coffee with a cop.
- Enhance our social media presence for education, prevention, and public safety.
- Train key personnel in the area of communication.

## Goal 2. Enhanced Crime Fighting Strategies

### Objectives:

- Direct attention to problem locations with all available resources (City Codes, Legal, Traffic Safety Officer).
- Utilize the best available crime fighting tools (Less-lethal 40 mm launcher, drones).
- South Substation fully utilized and operational.
- Streamline the training program to reach more staff.

## Goal 3. Utilize Technology for Effectiveness & Efficiency

### Objectives:

- Data driven problem solving through innovative crime analysis.
- Evaluate and implement technology that will advance the organization utilizing Spillman Mobile.



# A LOOK BACK TO WHERE WE WERE...

A Good Police Department With Some Challenges (Constraints)

## **Unfilled positions:**

- 1 Training/Administrative Sergeant.
- 4 Police Officers.
- 5 Light Duty from Injuries.

## **Records Management System:**

- Spillman-not used to full capacity.

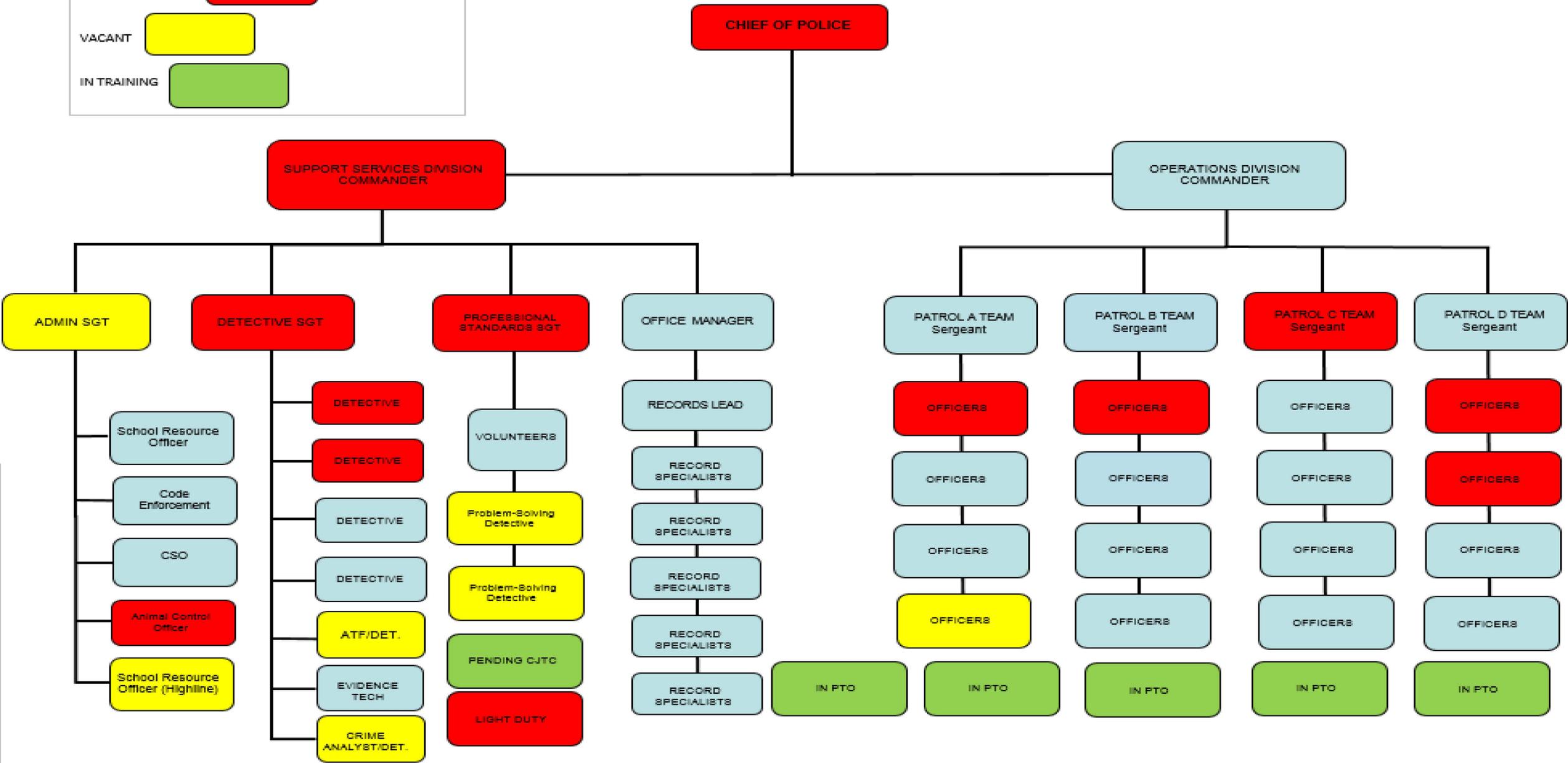
## **Inefficiencies:**

- Lack of Integration with City Administration and Leadership.
- Office/Lobby hours.
- CSO Role and Responsibilities.
- File duplication.
- Reactive.

ELIGIBLE TO RETIRE 0-5 YEARS  

VACANT  

IN TRAINING  





# WHERE WE ARE...

## **Enhancing City Integration and Collaboration**

- Working closely with the City Manager and City Administration.

## **100% Staffed +2 Police Officers (Hire A-heads):**

- 1 FT Animal Control Vacancy.

## **Staff Opportunities Increased:**

- Assistant Chief positions.
- Traffic Safety Officer/Rotating Detective.
- ATF Detective/Deputized as Federal ATF Agent.
- 2 Street Crime Detectives/Deputized as US Marshals.
- Crime Analyst/Forensic Detective.
- K9.
- School Resource Officer.
- Negotiator on Valley SWAT.
- Office Administrator/Executive Assistant.



# WHERE WE ARE...

## **Re-Aligning Personnel:**

Code Enforcement Officer  
Community Service Officer

## **South Sub Station Operational:**

ATF Detective  
King County Violent Crime

US Marshals  
DMPD Patrol

## **Spillman Mobile Operational:**

Saving Officers time on report writing

## **Increasing Efficiencies:**

Business Lobby Hours

## **Social Media Presence:**

Facebook  
Twitter

## **Less Lethal Weapons:**

40mm

## **Mobile Traffic Radar Device:**

(non stationary unit)



# WHERE WE ARE...

## **Increased Outreach:**

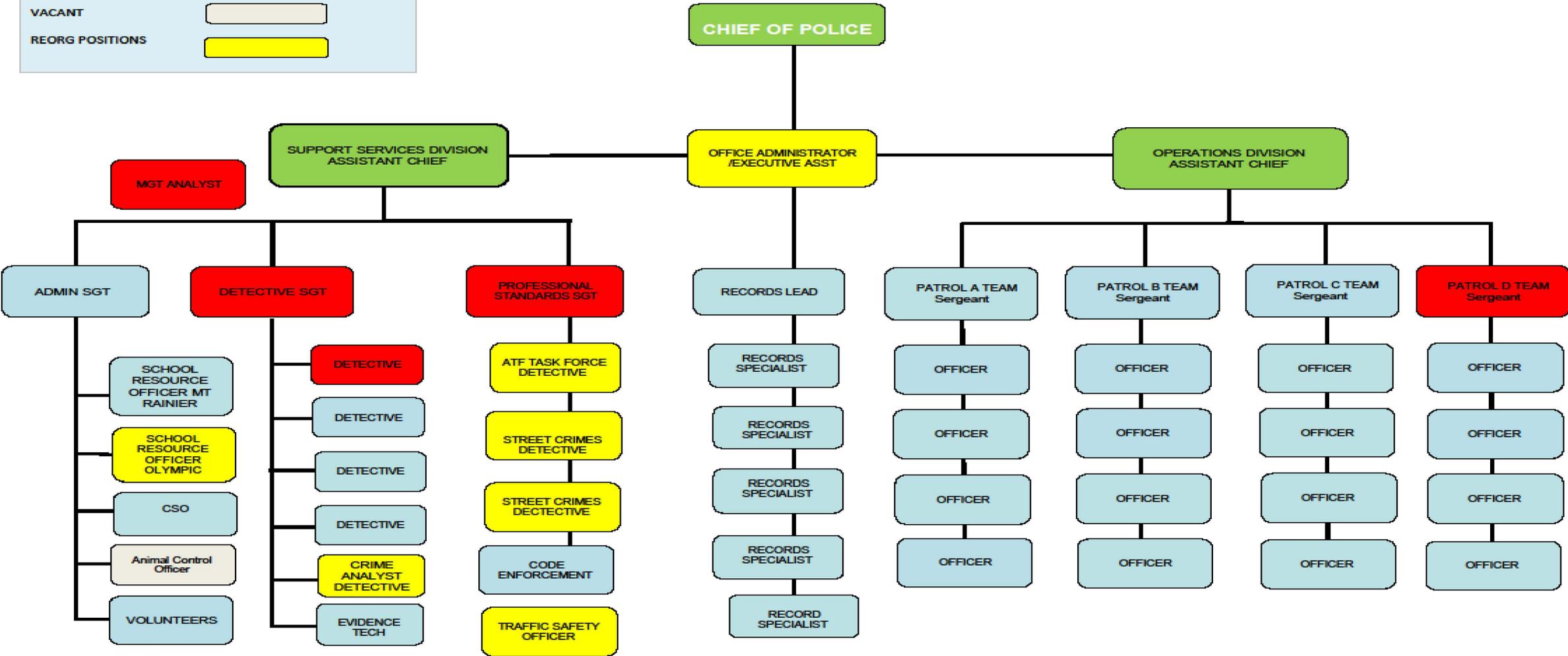
- Citizen's Academy
- Rape Aggression Defense
- Active Shooter Preparedness
- DMPD-U
- Youth Academy
- Coffee with a Cop
- Police Advisory Group
- Community Meetings
- Block Watch

## **Advanced training:**

- Less-lethal
- Communication
- De-escalation
- Leadership

# Organizational Chart

EXECUTIVE LEADERSHIP TEAM	
ELIGIBLE TO RETIRE 0-5 YEARS	
VACANT	
REORG POSITIONS	





# REBRANDING

## NEW VISION

To be a highly-regarded organization through innovative, progressive and accountable policing practices.

## NEW MISSION

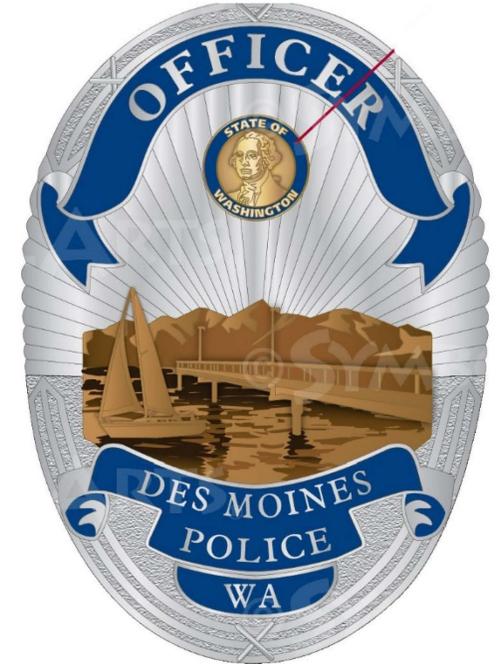
Committed to relentlessly fighting crime with trust and care.

## NEW VALUES

Service  
Commitment  
Unity

SERVICE-COMMITMENT-UNITY

# REBRANDING



SERVICE-COMMITMENT-UNITY



# SUCCESS USING TECHNOLOGY

## ▪ Cell Phones:

- New Tools have been successful on a variety of phones from old school flip phones to new high end Apple or Android devices.
- Performed 37 successful extractions using Cellebrite (Each phone can have up to 3 different extraction methods).
- We have also been able to eliminate potential suspects much faster using the cell phone data from their devices.
- Using a Crime stoppers tip, were able to extract a device and corroborate the information from the anonymous tip which provided us with the necessary information to obtain a search warrant for a high profile burglary.
- A successful extraction of a person of interest's device provided the name of the Homicide suspect from Thanksgiving Day, and from the name we used social media to track him to his exact location in Minnesota.
- Overall investigations are more effective without the down time waiting for outside agencies to return phones.

# CRIME ANALYSIS

## Organizational Changes:

New Strategies

New Programs

Pac Ridge Plan

## Resulting In:

Significant Crime Reduction

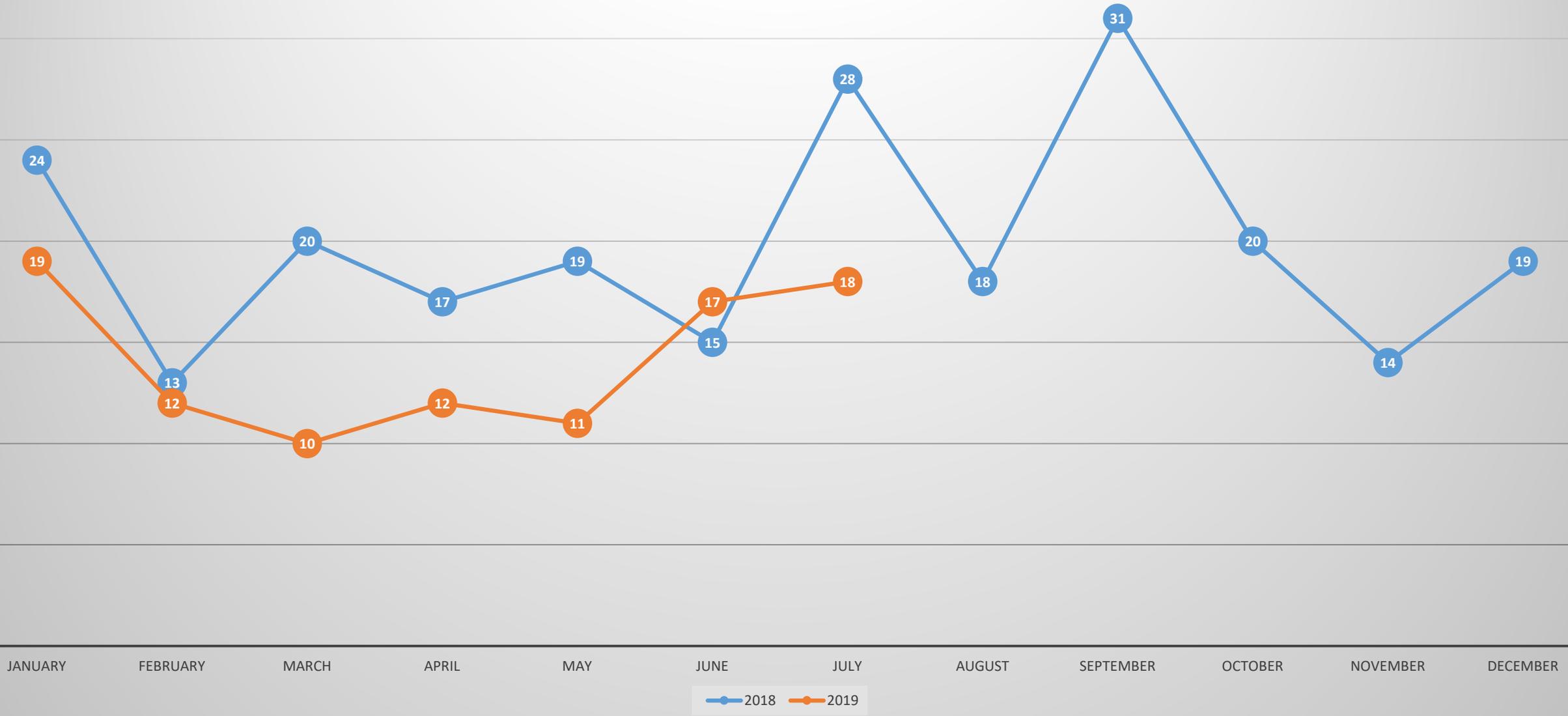
Increased Police Awareness

Greater Efficiencies

# Burglaries Year to Year Comparison

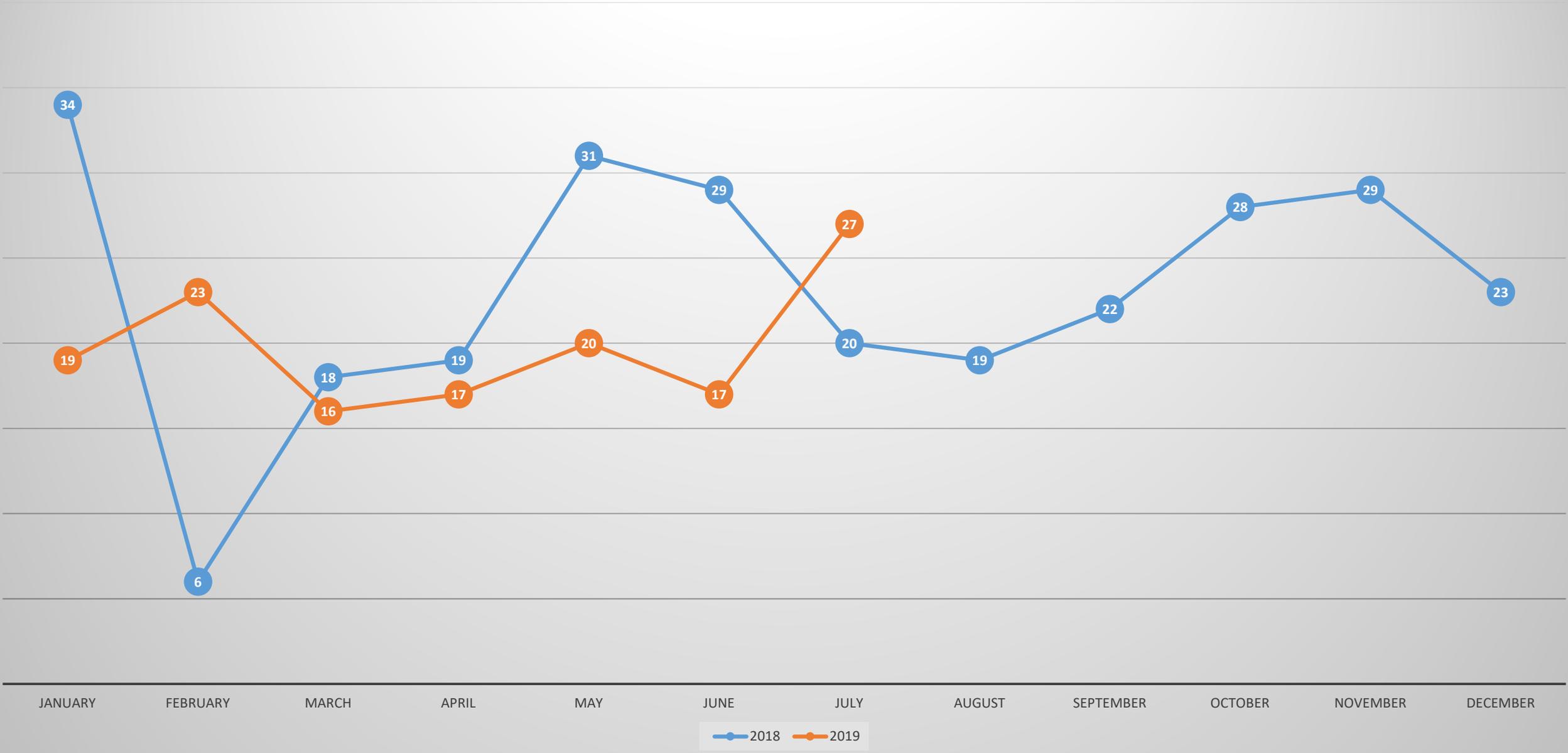


# Auto Theft Year to Year Comparison

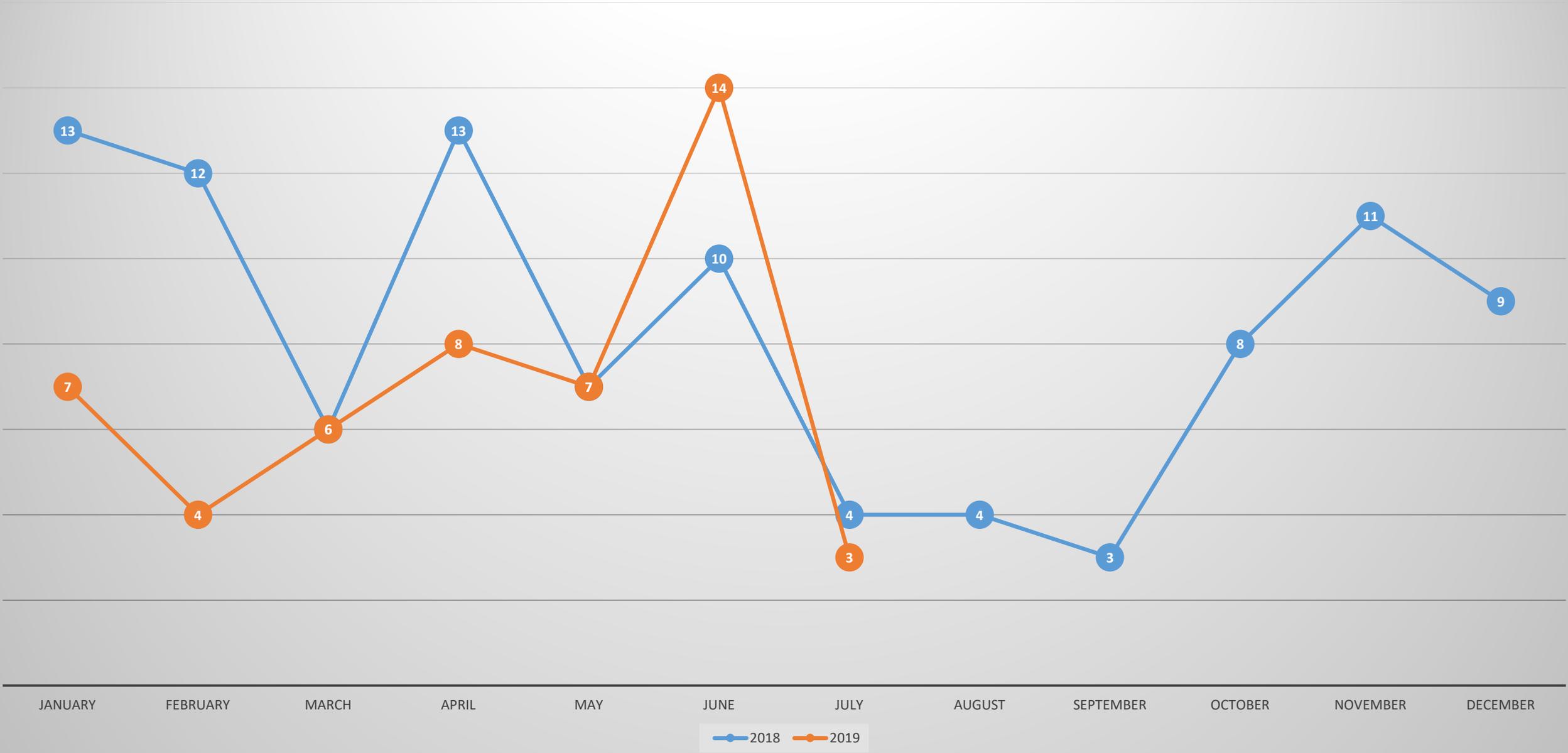


SERVICE-COMMITMENT-UNITY

# Theft from Auto Year to Year Comparison



# Mail Theft Year to Year Comparison





# 2020 BUDGET REQUESTS...

**In Car Cameras** - One-time capital project funding to replace aging in car camera system in each of 18 patrol cars.

- This will increase transparency, provide unbiased video evidence, reduce Police Department liability and improve both officer and citizen safety.

Request -\$140,000. Lease to own over 5 years at \$28,000 per year.

- Plus \$2,700 a year for cloud storage

**Drone Pilot Program** - Purchase of 5 Drones, licenses and training included.

- This will help record onsite investigations, provide bird's eye view of active scenes, monitor crime scenes, and aid in officer safety.

Request - \$12,000



# 2020 BUDGET REQUESTS...

**Evidence Storage Container-** Purchase a secure evidence storage container to replace the old leaking unit.

- Provides additional evidence storage.

**Request- \$6,000**

**Onsite Training-** Provide onsite instructors to provide officer and staff training

- Reduced cost from sending individuals one at a time to off-site training.

**Request-\$15,000**

**Radar-** Begin replacement of 5 out of 10 outdated units that are 14 to 16 years old and are failing rapidly

- This is aimed to provide accuracy for officers running radar. New units allow for mobile patrol (GPS) while tracking vehicle speeds.

**Request-\$10,000**



SERVICE-COMMITMENT-UNITY

# WORKING TOGETHER WE SAIL THE SHIP



*Parks,  
Recreation &  
Senior Services*



# TONIGHT'S PRESENTATION

- Status prior to 2019
- Today
- Where we are headed - 2020 and beyond

Thank you to the Parks, Recreation and Senior Services staff for their dedicated service to the community.



# FACILITIES - FIELD HOUSE

## Safety Issues Identified And Addressed:

- Proper outlets/covers installed in child-accessible areas (multi-year issue).
- Proper heating units installed, wrong units shorting, fire hazard (multi-year issue).
- Working panic buttons installed, previous - one non-working unit replaced.
- Door latching mechanisms repaired, doors unsecured.
- Outdoor lighting repair/installation, previous lights not working.
- Secured bookshelves in preschool area, earthquake risk.
- Multiple connected extension cords removed.
- Cell tower base repaired and no longer accessible to children.
  - Issue was open wires, sharp edges and accessible to the playground for over one year.



# FACILITIES - ACTIVITY CENTER

## Safety Issues Identified And Addressed:

- Thorough cleaning of kitchen, including hood.
- Rodent-proof containers for food.
- New foot care chair, replaced broken and worn chair.
- New tables replaced failing ones – collapsing.
- Removal of aged/broken furniture.

## Improvements Completed:

- Hearing loop installation complete (grant funded).
- Building siding repairs complete (grant funded).
- Storage cabinet for class supplies.
- Lighted bulletin board for events.
- Phone charging station installed.
- Internet made available to guests.

## Planned Improvements:

- New chairs in dining/activity room.
- Refinish floors.
- Replace non-working drinking fountains with water bottle filling station.
- BBQ grill for patio.
- Speakers (phase two of sound system improvements).
- Cable Service.



# SENIOR SERVICES PROCESS/PROGRAM IMPROVEMENTS

- It's been a busy and successful year!
- First year for contract with Wesley.
- Thank you Wesley.
  - Appropriate contracts in place for service providers.
  - Financial controls and training implemented.
  - Increased one staff position (Charisse Gregory) to full time and reclassified position.
  - **True cost** of services review in process:
    - Ex: Dance for Parkinson's – great program, not budgeted (\$7,500 for 2019/\$10,800 for 2020).
  - Administration and City Council approval of programs through budget process.



# SENIOR SERVICES PROCESS/PROGRAM IMPROVEMENTS

- King County property tax assistance program implemented (grant funded).
- Care giver support group and library established (grant funded).
- Community Living Connections network involvement resulted in great partnerships/presentations.
- Nicole Nordholm – provided Human Services and Senior Services committees support.
- Senior Services Programming brochure integrated into City Currents.
- New programs: field trips, daily exercise, take-home holiday food bags.
- Applied for Veterans, Seniors and Human Services Levy grant in partnership with the Central Area Senior Center. Goal to increase diversity of population served to reflect our senior resident population.



# SENIOR ADVISORY COMMITTEE

Jeff Crompe, Chair / Priscilla Vargas, Vice Chair / Sally Caldwell / Kaylene Moon / Christine Mark

- Active and involved committee – Thank you!
- Community members invited to meetings.
- Regular updates from City staff – various topics of interest to Seniors.
- Transit options for Seniors researched and improved:
  - Hyde shuttle feedback, improvements.
  - Des Moines Community Shuttle.
  - Normandy Park shuttle service.
  - Farmer's Market shuttle.
  - Field trips/demonstrations for light rail usage.
- Paper shredding event.
- Wii bowling competitions with Wesley.
- Cornhole events.
- Phone charging station.



# SENIOR SERVICES - BUILDING ON SUCCESS...

- Wesley partnership – continued improvement to Senior Services.
- Advantages of expanded partnership:
  - Staff coverage for absences provided by Wesley.
  - Has enabled increased staffing at the Center.
  - Coordination of services/programs provided, reduced duplication, leverage resources.
  - Wesley resources available to the Center.
- New Senior Services Manager - Barbara Knecht.
- New Senior Engagement Coordinator - Novy Donato.
- And, a huge thank you to Charisse Gregory for assisting with transitions.
  - Please note efficiencies created by the Wesley partnership allowed the City to expand Charisse's role to full time.
- Finally, thank you to Wesley leadership: Kevin, Alex, Nani.



# HUMAN SERVICES

- Active Human Services Advisory Committee – Thank you!
  - Members: John Scully / Sile Grace / Lauren Frederick.
  - Increased funding by City Council.
- Field trips to funded organizations.
- Accountability for use of funds – reporting.
- As will be discussed in the budget presentation:
  - 2019 = \$125K
  - 2020 = \$150K
  - 2021 = \$175K
  - 2022 onward = \$200K
- Staff support – Nicole Nordholm.



# RECREATION PROGRAMS

## Youth:

- Camp KHAOS - Summer
- Club KHAOS - before and after school, school breaks
- Indoor Tot Time
- Kids/family martial arts – Kung Fu and Taekwondo
- Basketball Clinic
- T-ball/Coach Pitch baseball
- Soccer
- Pre-school (school year)
- Basketball League
- Baseball Camp
- Basketball Camp
- Tennis Camp
- Soccer Camp
- Mini Dribblers
- Mini Kickers
- Youth Sailing
- Free Lunch in the Park



## Adult:

- Softball Leagues: Men, Co-ed, Senior
- Boating course
- Dog Obedience

## Teens:

- Youth Council
- Dances
- Better Babysitting Classes
- Open Gym Basketball

## Special Events:

- Holiday Drop and Shop
- Parents Night Out
- Eggstravaganza Egg Hunt
- Outdoor Family Movie Nights
- Halloween Carnival
- Breakfast with Santa
- Argosy Bonfire



# EVENTS AND FACILITIES



## Community Events Support:

- Farmer's Market
- Summer Concerts
- Waterland Festival
- 4<sup>th</sup> of July
- Blues and Brews
- Wine and Art Walk
- Holiday Tree Lighting
- Smoke on the Water BBQ
- And many more...

## Facility Rentals: Contracts, Marketing And Support Services:

- Seattle Theater Group
  - Alvin Ailey Camp
- Weddings, Corporate Events and others.



# ARTS COMMISSION



Active and hard working commission!

Commissioners: Marcus Williams (Chair), Nicholas Fannin (Vice Chair), Kindle Shaw, Sarah Vogel, Jerry Farmer, Ray Fernandez , Tiffani Melake.

- Concerts in the Park:
  - New Stage
  - New Sound System
  - New Beer/Wine/Spirits Garden Contractor
- Shakespeare in the Park.
- Burien Actor's Theater.
- Rotating Sculpture program.
- Squid-A-Rama.
- Support for community arts & events.



# PARKS AND OPEN SPACE

- Van Gasken property – City purchase from Forterra, will close in August.
- Midway Park – expansion: one parcel acquired, one in progress.
- Wasson house demolition – beautiful open space.
- Demolition of park structures (Van Gasken garage, Sonju, Mary Gay) will increase public accessibility/open space/parking.
- Urban agriculture - partnership with Highline College:
  - Sonju
  - Mary Gay
- Volunteer projects – park restoration, trash collection, etc.
- Green Cities Partnership with Forterra.



# PARKS CAPITAL IMPROVEMENTS

Playgrounds: SJU, City-Kiddie, Westwood, Wooten:

- Anticipate re-advertising later this year - more competitive bidding environment.

Park Improvements:

- Wasson House demolition/open space/landscaping.
- Van Gasken – design in process, coordination with agencies/tribes.
- Sonju demolition/parking.
- Mary Gay demolition/parking.
- Midway Park – community garden.
- Des Moines Elementary – potential uses.

Park Maintenance:

- Landscape, in-house.





# PARKS – GRANTS SUCCESS!

Project	Agency	Match	Amount
Van Gasken Acquisition	State of WA Recreation and Conservation Office (RCO)	King County Conservation Futures	\$273,720
	King County Conservation Futures (CFT)	RCO/City	\$594,000
Midway Park Acquisition	King County Conservation Futures (CFT)	N/A - match waiver granted	\$675,900
Field House Field Drainage	King County Youth and Amateur Sports (KCYAS)	N/A - no match required	\$100,000
	State of WA Recreation and Conservation Office (RCO)	KCYAS (above)	\$107,000
Dance Floor Beach Park Auditorium	King County Youth and Amateur Sports (KCYAS)	N/A - no match required	\$50,000
Senior Services – Sound loop, bldg. repairs, increased services	King County Veterans and Senior Services Levy	N/A – no match required	\$49,600
Senior Nutrition	City of Seattle ADS	N/A – no match required	\$2,000
<b>Grand Total</b>			<b>\$1,852,220</b>



**Van Gasken Park Open House**  
 Join the City of Des Moines and Forterra  
 to Celebrate the Van Gasken Property Acquisition  
 Saturday, October 28, 2017 1:00pm - 3:00pm  
 402 S. 222<sup>nd</sup> Street  
 Onsite parking is not available. ADA parking and shuttle service to the Open House is provided from the Des Moines Marina north parking lot. Free Parking - Marina parking will be validated at the Open House.

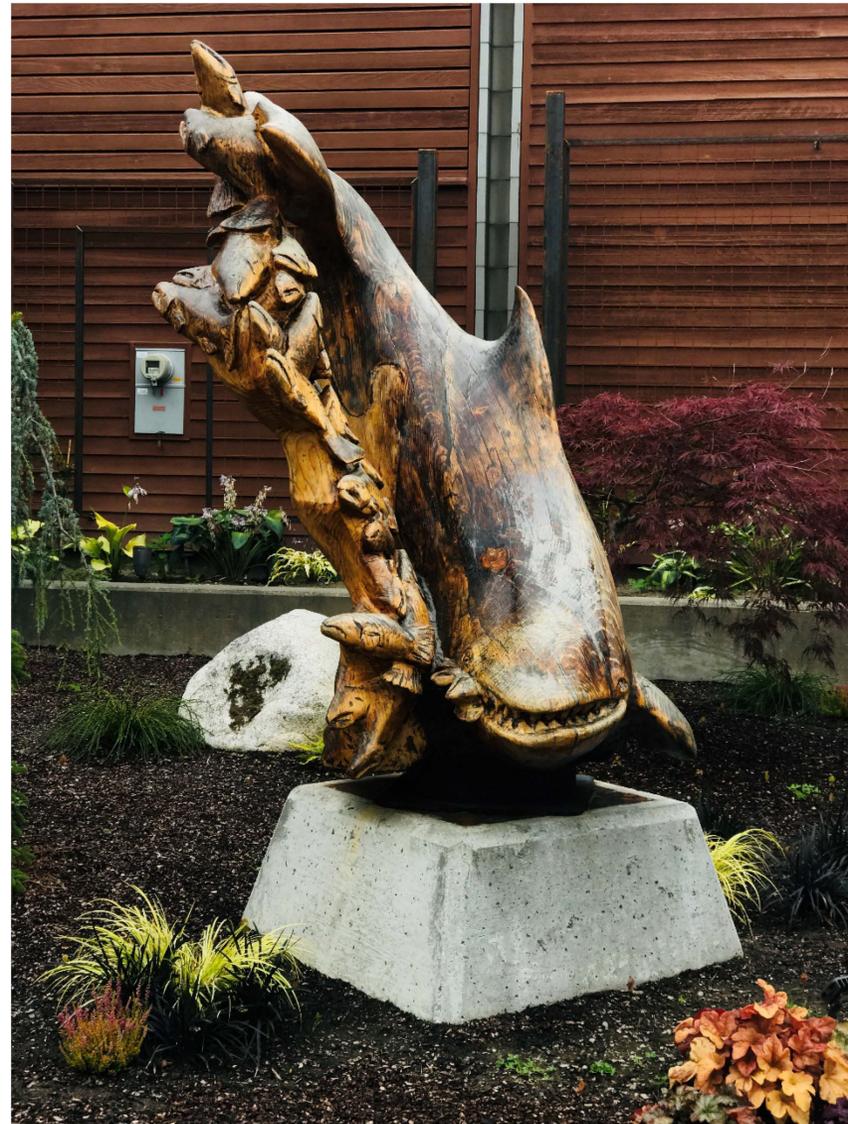



# ACTIONABLE ITEM

- We have made great progress in both Police and PRSS in integrating activities and efforts into the City Administration allowing for greater understanding and compliance with Council goals. In order to further these efforts we request Council direction to review comprehensively the programs and services offered by PRSS and provide potential recommendations to the Council to maximize the effectiveness of the department.



# BREAK



# SUMMARY OF OTHER ACTIVITIES



# ECONOMIC DEVELOPMENT

- Enhanced Demand Downtown Supporting Small Business Development.
  - Coordination with Highline College Small Business Development Center:
    - Dive8.
    - Origins Vietnamese Restaurant.
    - Training Wheelz.
    - Homestreet Ice Cream.
    - Additionally, Restaurants open for lunch trade.
    - Ranger Tugs.
    - Quarterdeck Cafe at the Marina.
- Metro Community Connections Shuttle Service with Expanded Mid-Day Service Upon Completion of the 216<sup>th</sup> Street Improvements.
- Focus on North Bulkhead Renovation.
- Improvements to the Beach Park, Including new Dance Floor for Seattle Theater Group.



# MARINA RFQ, WATER AND LAND SIDE

- Ranger Tugs lease of dock space to showcase and sell their boats.
- Port Grants to support design, finance and schematic drawings of Marina Steps.
  - Next Step is Community Participation.
- Coordination of Water Side and Land Side Activities.
  - Anticipate Issuing RFQ for Marina Development in 4<sup>th</sup> Quarter of 2019.



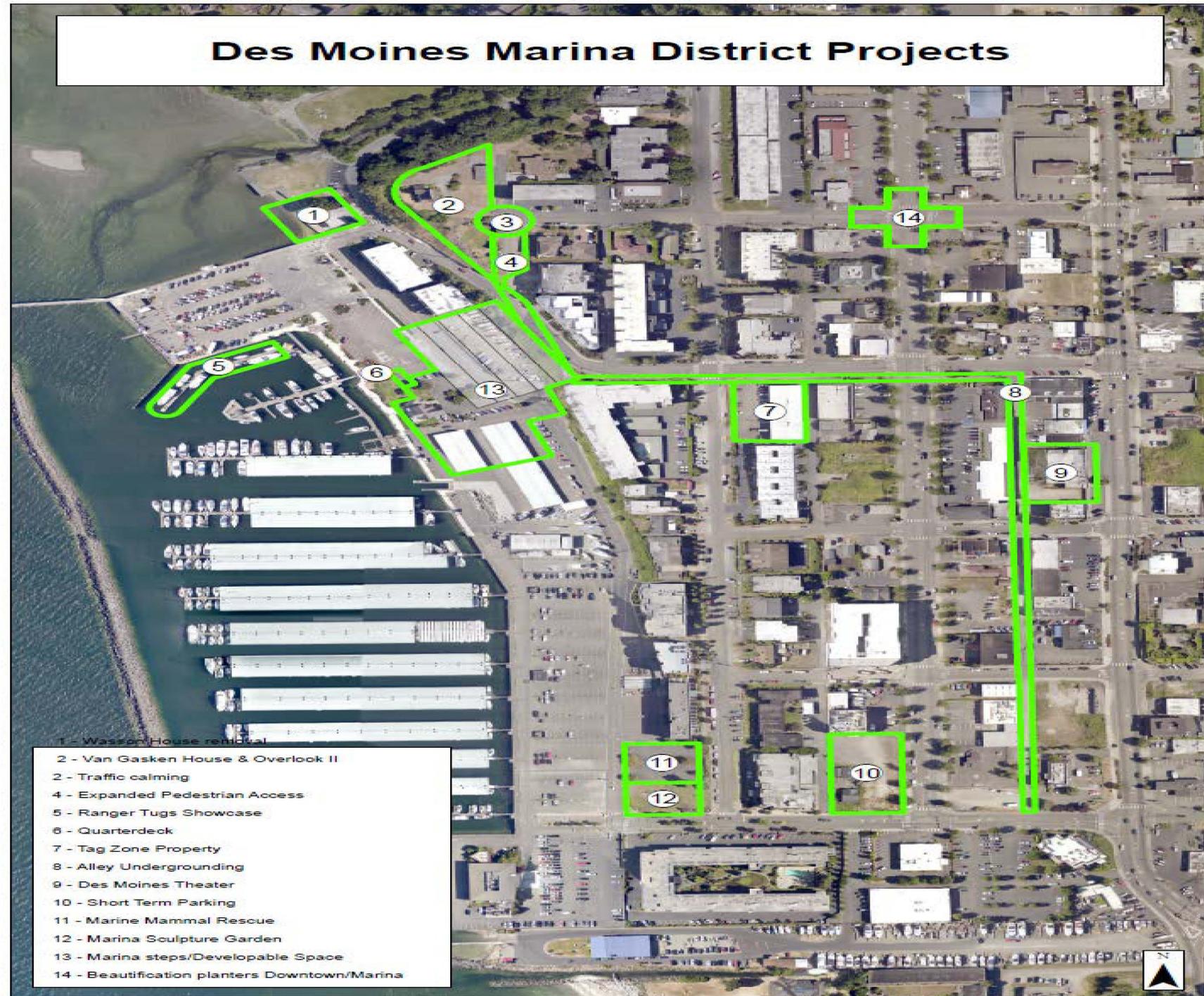
# Sustainable Airport Master Plan

## Aviation Issues

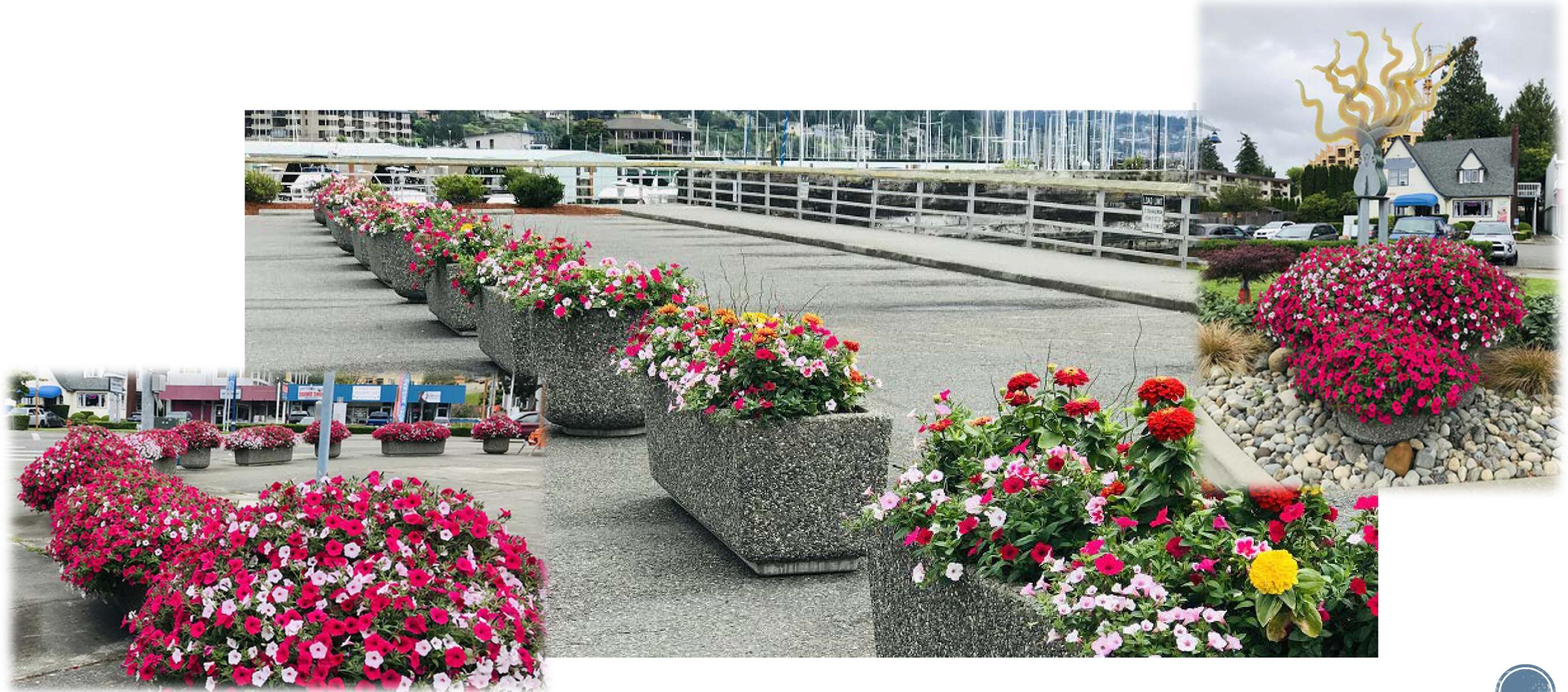
- The City created the Aviation Advisory Committee to review and make recommendations to City Council on issues related to Sea-Tac Airport operations (City staff and resources are utilized to provide support to this committee).
- The City participates in the ultra-fine particle study undertaken by the University of Washington sponsored by Rep. Orwall.
- City actively supported passage of a bill in the Washington Legislature to site a second regional airport.
- The City has funded and participated in the budget proviso baseline study to assess current impacts of Sea-Tac Airport in conjunction with 5 neighboring cities, the study is being conducted by the State department of Commerce (another effort led by Rep. Orwall). City of Des Moines portion \$22,000.
- The City has joined with 3 other impacted cities to fund consultants and has dedicated our city SEPA officials to review environmental documents of the Sustainable Airport Master Plan (SAMP). City of Des Moines portion approximately \$50,000.
- The City also commented directly on the SAMP. The comment letter signed and approved by City Council is on the City's website, along with a number of other documents sent to the Port of Seattle and airport to address airport impacts.
- The City also participated on the Airport Start Committee.
- Participated in other Aviation related studies/plans undertaken by other governmental jurisdictions.



# CURRENT ACTIVITIES MAP DOWNTOWN/ MARINA



# BEAUTIFICATION EFFORTS-FLOWER BASKETS



# LEGISLATIVE ISSUES

- Successful efforts in Olympia for City's, Legislative Agenda:
  - Siting of a Second Airport.
  - Reauthorization for \$2M for Marina Bulkhead Renovation.
  - Budget Allocation to Department of Corrections in Order to Compensate SCORE for Services.



# Organization Changes

- We Have Sought to Address:
  - Succession Planning.
  - To Maximize Efficient Allocation of Resources to Accomplish City Council Policy and Direction.
  - To Increase Inclusive Management Working to Enhance Ownership by Our Employees of their Activities.
  - We Have Listened and Sought Input from Employees and the Community.
  - We Have Sought to Reduce Silos and Develop a Culture of Cooperation and Solution-Oriented Strategies that Require Collaboration and Communication Across Departments.
  - We Have Sought to be Responsive to the Arts Commission, Senior Services Advisory Board, Human Services, Police Advisory Board, et al.
  - We Have Focused (with City Council Support) to Retain our Incredible Executive Team, Increase COLA's for Staff, and Negotiate Fair, Mutually Acceptable Labor Agreements.



# ORGANIZATION CHANGES

- We Have Refocused our Police Department.
- Allocated Resources to Emergency Management Preparedness.
- Sorted out Parks/Recreation/Senior Services.
- Expanded our Park Acreage through Grants and Strategic Investment:
  - Creating a Culture to Seize Opportunities.
- Next, are Specific Position Changes we are Making:



# ORGANIZATIONAL CHANGES

- Assistant Director, Parks/Recreation/Senior Services:
  - Reclassify Management Analyst Position.
  - Responsible for Recreation Services.
  - Responsible for Senior Services, Which Now Includes Two New Staff Provided Through a Contract with Wesley:
    - Charisse Remains a Full-Time Employee (An Opportunity Created by Efficiencies Resulting from the Wesley contract).
  - This Position Also Provides Support to the Senior Services Advisory Committee.
    - (reviewed in Susan's presentation)
  - Involved with Grants Preparation.
  - Support for Human Services Commission.
  - Works in Coordination with Public Works to Maintain City Parks and Recreation Facilities.
  - Involved in Strategic Planning for Park Development, Playground Equipment Improvements, Possible Development of Park Impact Fees.
  - Frees Susan to do SEPA/Shoreline Issues Associated with Marina Redevelopment and External Agencies.



# ORGANIZATION CHANGES

- Deputy Director of Finance (replaces Financial Services Manager – Cecilia who Resigned for a different position).
- Day-to-Day Accounting Operations.
- Collaboration and Coordination with Other City Departments.
- Assisting with Financial Management System Selection and Implementation.



# ORGANIZATION CHANGES

- Assistant Police Chief for Operations:
  - Expanded Operational Duties.
  - Input to Department Organization as Part of Police Department Executive Team.
- Assistant Police Chief for Administration:
  - Coordination of Emergency Management Citywide.
    - First Responders.
    - Recovery.
    - Continuity of Operations.
    - Coordination of Activities with new Emergency Management Services Manager.
- Positions Replace Commander Positions.



# ORGANIZATION CHANGES

- Assistant Harbormaster = Katy Bevegni:
  - Provide Assistance in Day-to-Day Operations.
  - Supervise Events and Facilities Management.
  - Provide Support for Marina Operations and Maintenance Responsibilities and Capital Projects to the Harbormaster.



# ORGANIZATIONAL CHANGES

- Emergency Services Manager = Shannon Kirchberg:
  - Ongoing Duties for Citywide Emergency Management Preparedness.
  - Collaboration with Agency Partners and King County Emergency Operations Center.
  - Community Outreach, Community Emergency Response Teams (CERT) and Marine Emergency Response Team (MERT).
  - Maintain Records for National Incident Management Systems and Incident Command Systems Compliance Certification among City Staff.



# EVENTS MANAGEMENT

- Previously a part of Parks.
- Moved to Marina office for safety reasons.
- Hired Associate Facilities and Events Manager (Ashley) and Events and Facilities Specialist (Mandi).
- Events will report to Katy (Assistant Harbormaster).
- Will have responsibility for providing staff support to the Arts Commission:
  - With Shannon and Susan available as resources.



# ORGANIZATIONAL CHANGES

- One important outcome of this process will be to allow Susan to assist in the environmental planning for the Marina redevelopment.
- Susan will also be available to participate with the four City SEPA officials and consultants in responding to the environmental documents for the Sustainable Airport Master Plan (SAMP).
- Susan will continue as Director of Community Development: the profound positive impact she has had on the City's regulatory development process will continue.



# ORGANIZATION CHANGES

- All of these organizational enhancements are created without adding any new FTE's, except:
- The only new FTE's are:
  - Additional staff position for Information Technology primarily to support Police Department technology needs.
    - This will result in better efficiency in use of resources for both PD and IT.
  - Events Specialist position located at the Marina to enhance the capacity of events, to increase revenues and to begin the process of looking for opportunities for Marina redevelopment integration between guest moorage and land side development.



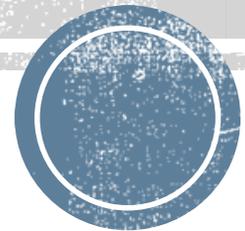
# BUDGET PRESENTATION



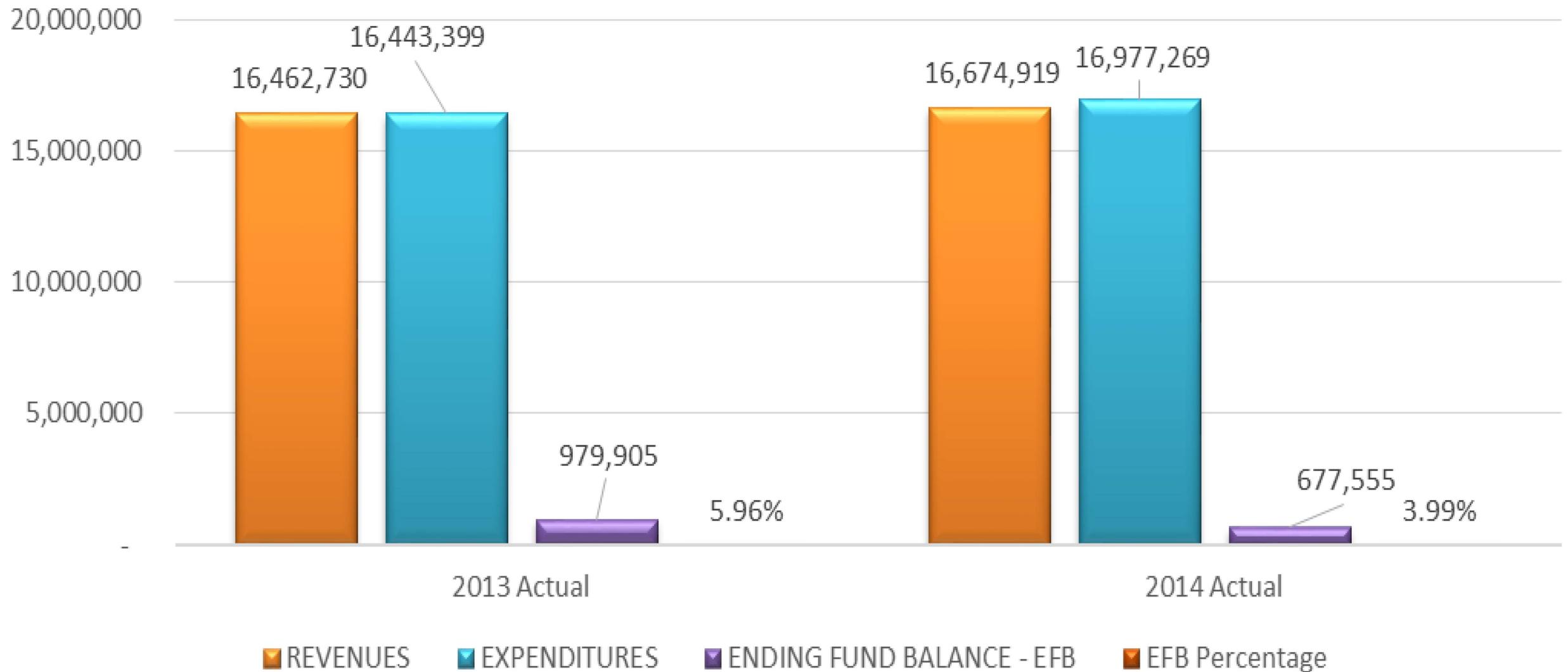
# FISCAL YEAR 2013 - AUDIT FINDING ISSUED DECEMBER 1, 2014

## WHERE WE HAVE BEEN

Washington State Auditor's report stated the City's financial condition had declined, putting the city at risk for not meeting its financial obligations and maintaining its service levels.



# GENERAL FUND FY 2013 and FY 2014



# COUNCIL LAUNCHED TURN AROUND IN 2016

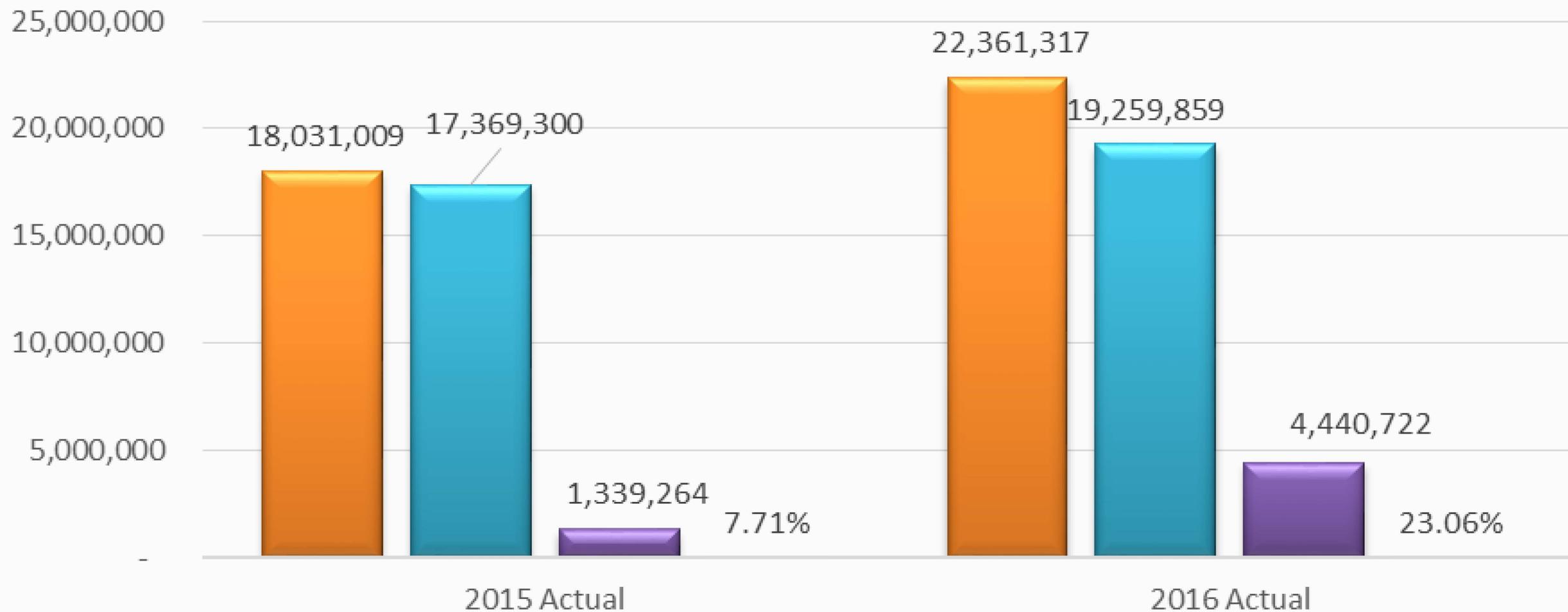
## WHAT WE HAVE DONE

- Policy changes and plan to make the City of Des Moines fiscally sustainable in the short-term.
- Created long-term financial plan to ensure a financially sustainable city.
- City took major steps to increase revenue through pro-economic development policies.



# GENERAL FUND

## FY 2015 and FY 2016



REVENUES

EXPENDITURES

ENDING FUND BALANCE - EFB

EFB Percentage

# FY 2017 AND FY 2018 GROWTH

Red Light Photo Enforcement Program

FAA Regional Headquarters Opened

The Government Finance Officers  
Association awarded Certificate

S&P Global Ratings – AA+ Bond Rating  
(3 step upgrade and a rating upgrade from  
Moody'



Government Finance Officers Association

## Certificate of Achievement for Excellence in Financial Reporting

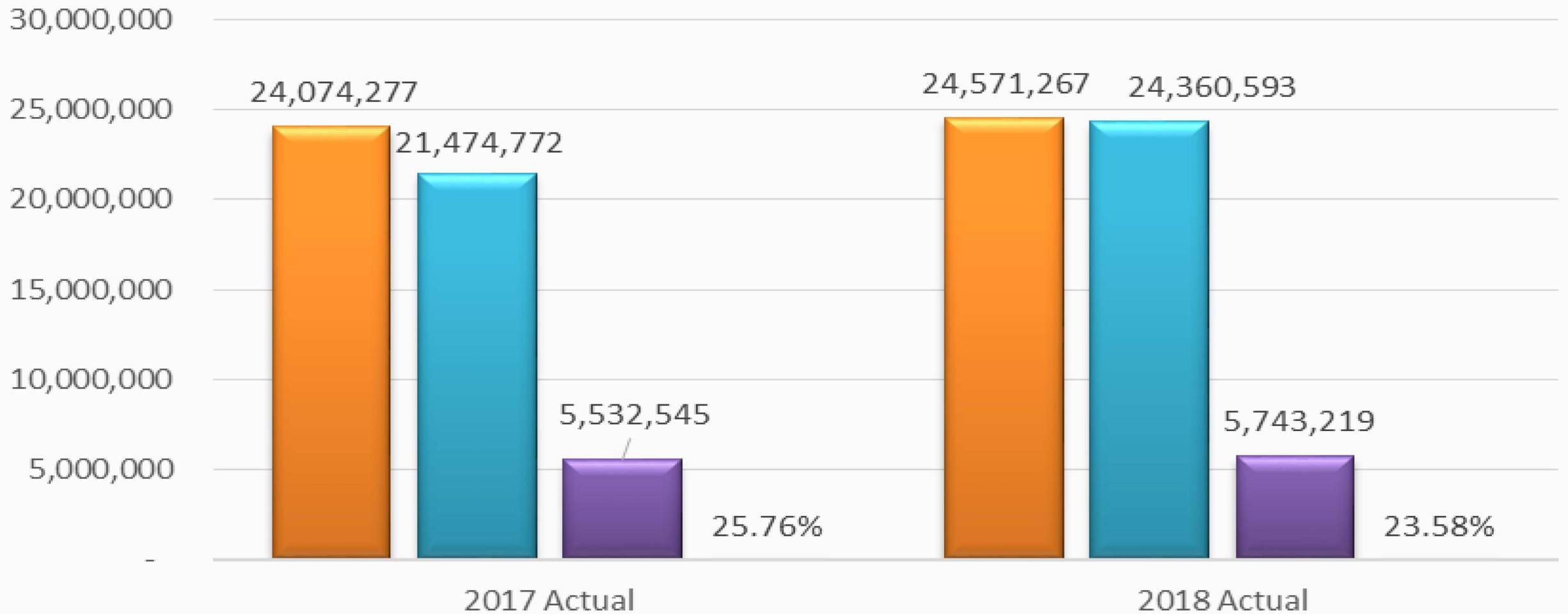
Presented to

**City of Des Moines  
Washington**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**December 31, 2017**

# GENERAL FUND FY 2017 and FY 2018



REVENUES

EXPENDITURES

ENDING FUND BALANCE - EFB

EFB Percentage

# 2019 BUDGET REVISIONS

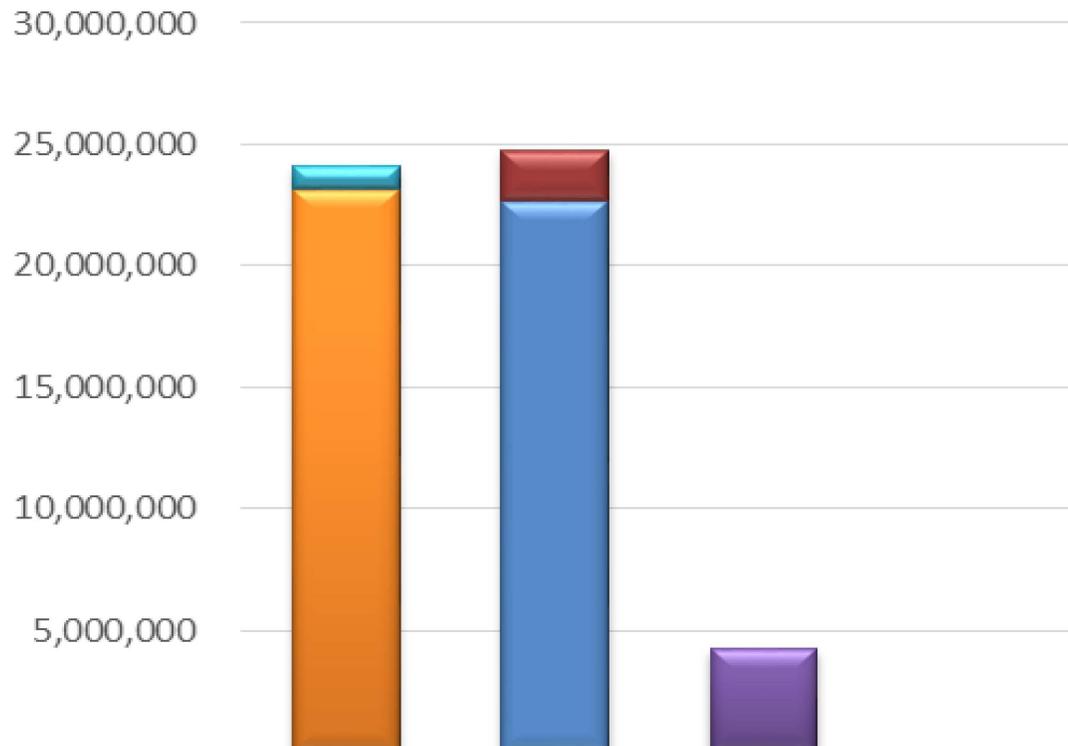


Capital Projects - Changes  
Cost-of-Living Adjustments  
Snow Event  
Property Purchases  
Grants  
Equipment Purchases  
2 FTE's



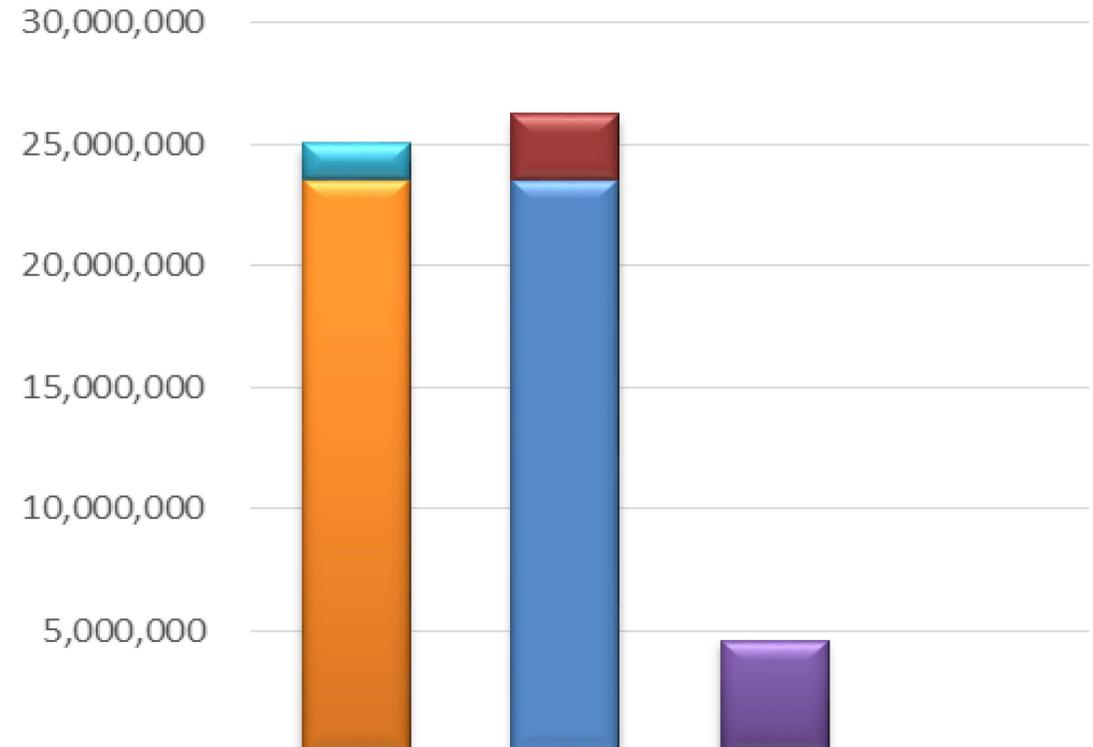
# 2019 GENERAL FUND

## 2019 Budget



	Revenue	Exp	EFB	EFB %
Ending Balance			4,278,279	18.84%
One Time	1,000,000	2,076,791		
Recurring	23,113,425	22,704,880		

## 2019 Revised Budget



	Revenue	Exp	EFB	EFB %
Ending Balance			4,577,163	19.47%
One Time	1,538,700	2,721,264		
Recurring	23,523,978	23,507,470		

# 2019 CHANGES TO OTHER FUNDS

- Development Fund: Increase in revenues and expenditures for the Sound Transit Agreement.
- Street Fund: Snow Event – increase in overtime, materials, repairs & maintenance, and equipment purchase (utility vehicle, small poly sanders and spreader stands).
- SWM Fund:
  - Equipment purchase – Excavator and trailer.
  - S. 251<sup>st</sup> Street Pipe Project.



# 2019 CHANGES TO OTHER FUNDS, CONTINUED

- Marina Fund:
  - Move \$60,000 from Dock Electrical Replacements to Fuel Dock Upgrades plus an additional \$54,000 from rate revenue to complete the Fuel Dock Upgrades.
  - An additional \$10,000 in professional service for boat launch inspections.
  - An additional \$13,500 for amounts due from the 2015 through 2018 Leasehold Excise Tax audit.
  - Utility vehicle equipment purchase.



# 2020 GENERAL FUND BUDGET



WHAT WE PLAN TO DO



# 2019-2024 GENERAL FUND

	BUDGET	REVISED EST	BUDGET	FORECAST			
	<u>2019</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
<b>BEGINNING RESERVE</b>	\$ 4,946,525	\$ 5,743,219	\$ 4,577,163	\$ 4,551,989	\$ 4,849,456	\$ 5,250,957	\$ 5,660,240
Operating Revenues	23,113,425	23,523,978	25,073,369	25,601,234	26,000,845	26,584,904	27,099,766
Operating Expenditures	<u>(22,704,880)</u>	<u>(23,507,470)</u>	<u>(24,441,853)</u>	<u>(25,323,380)</u>	<u>(25,749,344)</u>	<u>(26,275,621)</u>	<u>(26,841,135)</u>
<b>Net Activity ("Operating revenues over (under) operating expenditures")</b>	<b>408,545</b>	<b>16,508</b>	<b>631,516</b>	<b>277,854</b>	<b>251,501</b>	<b>309,283</b>	<b>258,631</b>
<b><u>ONE-TIME ACTIVITIES</u></b>							
<b>Revenues</b>							
Sound Transit	-	238,700	406,000	388,000	373,600	263,000	75,200
Red Light Running (>\$1.5m)	500,000	500,000	250,000	200,000	150,000	100,000	50,000
One-Time Sales & B&O Tax Revenues	500,000	800,000	525,000	400,000	350,000	150,000	175,000
<b>Total One-Time Revenues</b>	<b><u>1,000,000</u></b>	<b><u>1,538,700</u></b>	<b><u>1,181,000</u></b>	<b><u>988,000</u></b>	<b><u>873,600</u></b>	<b><u>513,000</u></b>	<b><u>300,200</u></b>
<b>Expenditures</b>							
<b>Total One-Time Expenditures - CIP &amp; Public Safety</b>	<b><u>(1,385,010)</u></b>	<b><u>(1,757,268)</u></b>	<b><u>(1,183,210)</u></b>	<b><u>(515,427)</u></b>	<b><u>(350,000)</u></b>	<b><u>(150,000)</u></b>	<b><u>(175,000)</u></b>
<b>Total Other One-Time Expenditures</b>	<b><u>(691,781)</u></b>	<b><u>(963,996)</u></b>	<b><u>(654,480)</u></b>	<b><u>(452,960)</u></b>	<b><u>(373,600)</u></b>	<b><u>(263,000)</u></b>	<b><u>(75,200)</u></b>
<b>Total One-Time Expenditures</b>	<b><u>(2,076,791)</u></b>	<b><u>(2,721,264)</u></b>	<b><u>(1,837,690)</u></b>	<b><u>(968,387)</u></b>	<b><u>(723,600)</u></b>	<b><u>(413,000)</u></b>	<b><u>(250,200)</u></b>
<b>ENDING RESERVE</b>	<b>\$ 4,278,279</b>	<b>\$ 4,577,163</b>	<b>\$ 4,551,989</b>	<b>\$ 4,849,456</b>	<b>\$ 5,250,957</b>	<b>\$ 5,660,240</b>	<b>\$ 5,968,871</b>

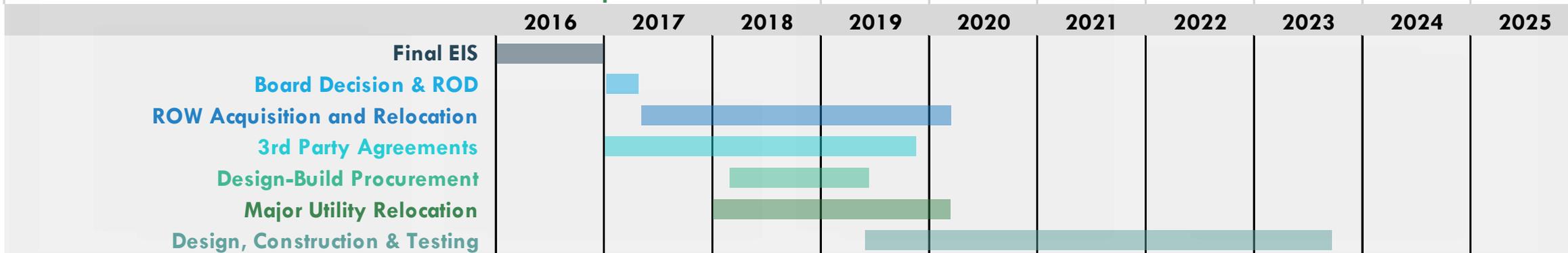
Reserve policy for the General Fund Ending Fund Balance per Ordinance No. 1703.

<b>GFOA Target of 60 days (approx. 16.67%)</b>	<b><u>3,784,903</u></b>	<b><u>3,918,695</u></b>	<b><u>4,074,457</u></b>	<b><u>4,221,407</u></b>	<b><u>4,292,416</u></b>	<b><u>4,380,146</u></b>	<b><u>4,474,417</u></b>
<i>Reserve (shortfall) surplus to GFOA Target</i>	<u>493,376</u>	<u>658,468</u>	<u>477,532</u>	<u>628,049</u>	<u>958,541</u>	<u>1,280,094</u>	<u>1,494,454</u>
Ending Reserve - % Total Expenditures	18.84%	19.47%	18.62%	19.15%	20.39%	21.54%	22.24%

# SOUND TRANSIT FEDERAL WAY LINK EXTENSION (FWLE)

## WSDOT PUGET SOUND GATEWAY SR 509 EXTENSION

Sound Transit FWLE 2016-2024 Project Timeline



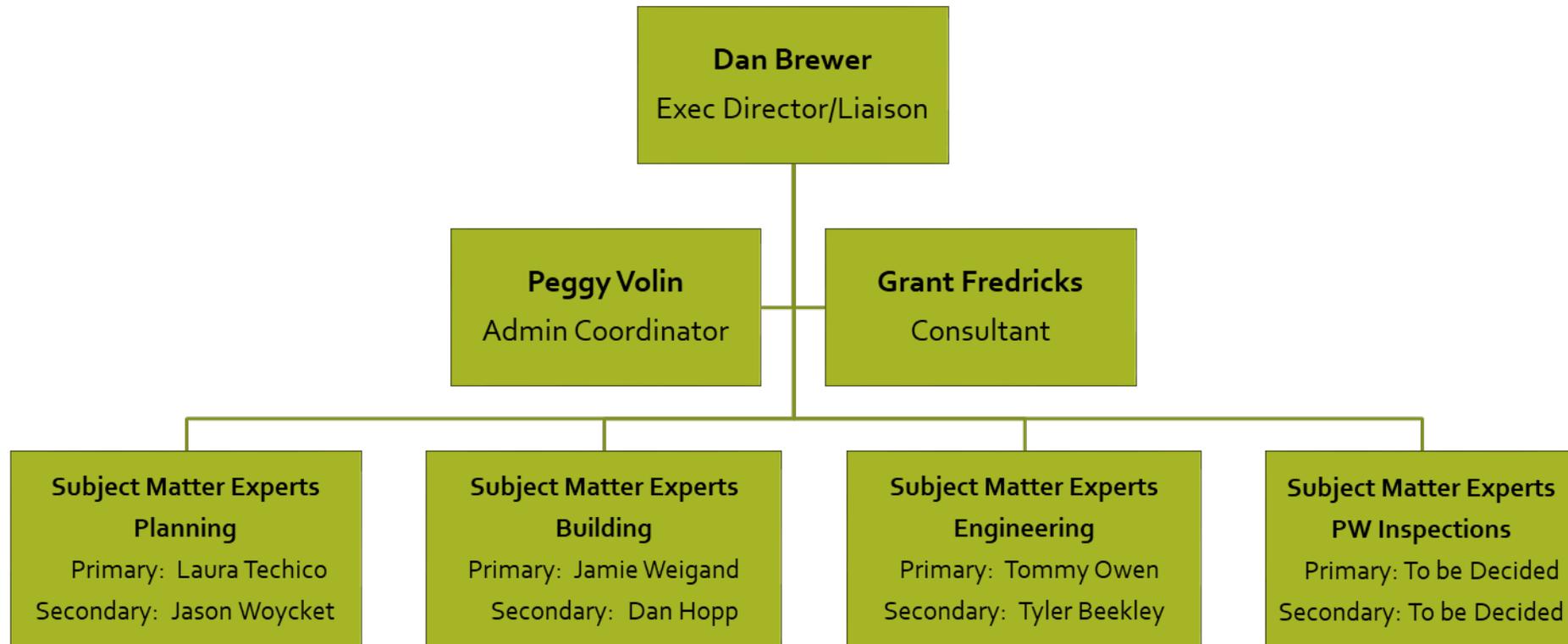
WE ARE HERE

WSDOT SR 509 2019-2028 Project Timeline



# SOUND TRANSIT FEDERAL WAY LINK EXTENSION (FWLE) WSDOT PUGET SOUND GATEWAY SR 509 EXTENSION CITY OF DES MOINES TASK FORCE

- SOUND TRANSIT FUNDING AGREEMENTS



# CIP SUMMARY: 2020-2025

<i>Project Name</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
<b>Significant Infrastructure Projects</b>							
<b>Puget Sound Gateway Program (SR 509 Extension)</b>							
<b>Sound Transit - Federal Way Link Extension</b>							
North Marina Bulkhead							
South 216th - Segment 3							
DMMD & S 200th Street Signal Improvements							
24th Ave/S. 208th Street Traffic Signal							
Barnes Creek Trail							
Barnes Crk/Kent-Des Moines Rd Culvert							
KDM /16th Avenue A Pipe Replacement							
KDM/16th Ave B Pipe Replacement							
24th Ave S. Improvements Project (Segment 2)							
Kent-Des Moines Rd - Seg 2							
South 240th Street Improve - Seg 2							
Marine View Dr / South 240th St. Intersection Improvement							
South 240th Street Improvement - Seg 1							
DMMD 208th to 212th Pipe Project							
216th Pl/ Marine View Dr. Pipe Upgrade							
College Way							
S 224th St Improvements							
30th Ave S Improvements - South Segments							

# CIP SUMMARY 2020-2025

<i>Project Name</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
<b>Transportation</b>							
ADA Compliance Program							
Guardrail Program							
Pavement Preservation Program							
Arterial Traffic Calming							
24th Ave. S. - Midblock Crosswalk							
Downtown Alley - Utility Undergrounding							
S. 223rd St. - Walkway Improvements							
16th Ave. S. - Segment 5A							
S. 200th St. & 199th St. Improvements							
<b>Parks</b>							
SJU Park - Playground							
Wooton Park - Playground							
Westwood Park - Playground							
City/Kiddie Park - Playground							
Midway Park - Playground							
Midway Park - Park Expansion							
Field House Park - Playground							
Field House Park - Play Field Repairs							
Cecil Powell - Playground							
Van Gasken Park							
Flag Triangle Landscaping							
Sonju Park							
Mark Gay Park							
Beach Park - Bulkhead, Promenade, Play Equip./Water Feature							

# CIP SUMMARY 2020-2025

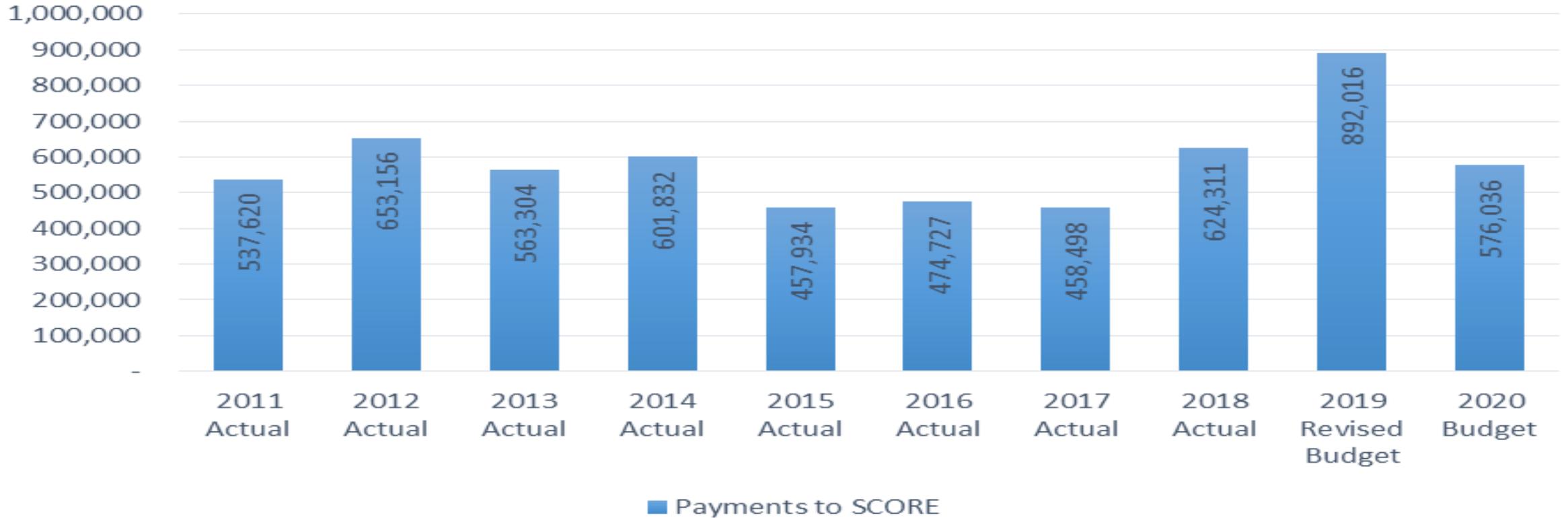
<i>Project Name</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
<b><i>Facilities (MCI)</i></b>							
Auditorium - Dance Floor							
Activity Center Landscape/Irrigation							
City Hall Parking Lot							
Sun Home Lodge Foundation							
Service Center Fueling Station Canopy							
Service Center Material Storage Improvements							
<b><i>Facilities (Fund 506)</i></b>							
Activity Center Exterior Paint							
Court Security Improvements							
Police Security Improvements							
Building Access System							
City Hall Heat Pumps							
LED Exterior Lighting							
Engineer Bldg Windows							
PW Service Center Interior Painting							
Field House Interior Paint							
City Hall Canopy Repairs							
Police HVAC							
<b><i>Technology Improvements</i></b>							
Financial System Replacement							



# CIP SUMMARY 2020-2025

<i>Project Name</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
<b><i>Surface Water Management Utility Projects</i></b>							
S. 223rd Stormwater Improvements							
S. 251st Street Storm Outfall							
S 251st Pipe Replacement Project							
S. 251st & 10th Ave Pipe Replacement							
16th & 17th Place Storm Pipe Connections							
Pond Safety Improvements							
216th/11th Ave Intersection Pipe Replacement							
Deepdene Plat Outfall Replacement							
8th Ave (264th to 265th)							
6th Ave/239th Pipe Replacement							
N. Fork McSorley Ck Diversion							
Soundview Dr./Redondo Beach Dr. Pipe Upgrade Project							
DMMD/200th Stormwater Extension							
24th Ave Pipeline Replacement/Upgrade							
5th Ave/212th Street Pipe Upgrade							
Pipe Replacement Program							
232nd Street (10th to 14th) Pipe Project							
258th Street (13th Pl to 16th) Pipe Project							
14th Ave (268th to 272nd) Pipe Upgrade							
6th Place/287th St Pipe Replacement							

## Historical Payments to SCORE



Dramatic increase in costs in 2018 and 2019, not associated to an increase use in the facility.



# SCORE

- Federal Way makes the decision to leave SCORE.
- SCORE Administrative Board (City Manager is Delegate, Council Member Back is alternate); Operations Committee includes Police Chief Thomas; Finance Committee includes Finance Director, Beth Anne Wroe; City Attorney, Tim George also very involved.
- Outcome of some very diligent efforts by all:
  - SCORE received about \$4 million from the State to equalize charges with King County Jail for specialty services provided to State Department of Corrections inmates.



# SCORE, CONTINUED

- New leadership at SCORE, Devon Schrum, Executive Director convened working groups to review cost/revenue structure.
- Des Moines analyzed incorrect Average Daily Population annually that reduced out costs.
- SCORE, at our urging, allocated \$3 million in extra cash reserves to the owner cities, resulting in a decrease costs for Des Moines of approximately \$150,000 in 2020.
- Finally, SCORE Board authorized Des Moines to receive a substantial outside medical reserve account returned to the City.



# SCORE, CONTINUED

- RESULT – SCORE costs in 2020 will be \$576,036.
- Bond Refinance – Des Moines has the opportunity to convert to an owner city.
- Devon Schrum to make a presentation at September 5<sup>th</sup> City Council meeting to discuss changes to interlocal agreement.



# THINGS WE CANNOT CONTROL

- National politics (such as trade disputes and action from national policymakers).
- Geopolitical issues (such as uncertainty around North Korea and Middle East conflicts, and a slowing of China's economy).
- Proposed Washington State Initiative 976 – Limiting vehicle license fees to \$30.
- Results of Utility Tax Audit – expected to complete some of the audits starting in October 2019 and expected to complete by December 2019.



# CONCLUSION

- We are pleased to make this presentation to Council. This presentation, and the information contained in it, is the result of a great deal of determined, committed work. Our efforts are to do the best job for the City in honoring the Council's responsibility to safeguard the public trust.

