

## AGENDA

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

March 23, 2017 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

### ADMINISTRATION REPORT

Item 1: RECOLOGY ANNUAL REPORT

Page 1 Item 2: 4<sup>TH</sup> QUARTER CITY MANAGER REPORT

Page 53 Item 3: MONTHLY FINANCIAL REPORT

Item 4: NUISANCE PROPERTY UPDATE

Item 5: SENIOR CENTER NUTRITION REPORT

Item 6: DES MOINES POLICE COMMUNITY VIDEO PARTNER PROGRAM

### CONSENT CALENDAR

Page 65 Item 1: APROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through March 15, 2017 included in the attached list and further described as follows:

|                                                                  |                    |                |
|------------------------------------------------------------------|--------------------|----------------|
| Total A/P Checks/Vouchers                                        | #149775-149951     | \$ 773,764.99  |
| Electronic Wire Transfers                                        | #838-844           | \$ 163,735.53  |
| Payroll Checks                                                   | #18909-18911       | \$ 2,436.43    |
| Payroll Direct Deposit                                           | #00090001-00090168 | \$ 295,757.58  |
| Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: |                    | \$1,235,694.53 |

Page 67 Item 2: DRAFT ORDINANCE NO. 16-182; RELATED TO CITY PARK USE REGULATIONS

Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 16-182 on first reading.

Motion 2 is to enact Draft Ordinance No. 16-182, amending chapter 19.08 DMMC to update the City Park Use Regulations.

Page 85 Item 3: DRAFT ORDINANCE NO. 17-012; RELATED TO DESIGNATION OF CITY PARKS, ACCESS ROUTES, AND RIGHTS OF WAY  
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 17-012 on first reading.

Motion 2 is to enact Draft Ordinance 17-012, amending chapter 19.12 DMMC to simplify the designation of City parks, access routes, and rights of way, and repealing chapter 19.16 DMMC.

Page 91 Item 4: AMEC CONTRACT SUPPLEMENT – PUBLIC WORKS YARD GROUNDWATER REMEDIATION WORK  
Motion is to approve contract Supplement No. 7 for professional services with AMEC Foster Wheeler Environmental & Infrastructure, Inc. for the groundwater remediation at the Public Works Yard in the amount of \$102,504.00, bringing the total amount for the contract to \$534,890, authorize the City Manager to approve additional supplements as necessary up to \$20,000 for the entire contract, and to authorize the City Manager to sign said supplement substantially in the form as submitted.

Page 119 Item 5: COLLECTIVE BARGAINING AGREEMENT – DES MOINES POLICE GUILD  
Motion is to approve the attached Collective Bargaining Agreement between the City of Des Moines and the Des Moines Police Guild and to authorize the City Manager to sign the Agreement substantially in the form as attached.

Page 151 Item 6: RESOLUTION SETTING A PUBLIC HEARING REGARDING THE PUD APPLICATION FOR A LIGHT INDUSTRIAL WAREHOUSE DEVELOPMENT PROPOSAL IN THE PACIFIC RIDGE COMMERCIAL ZONE NORTH OF SOUTH 216<sup>TH</sup> STREET  
Motion is to adopt Draft Resolution No. 17-032 setting a public hearing on April 13, 2017, or as soon thereafter as the matter can be heard, to consider Panattoni's PUD application for a commercial development proposal in the Pacific Ridge Commercial Zone, north of South 216<sup>th</sup> Street.

Page 155 Item 7: LEASE OF MARINA PROPERTY BY DM HARBORSIDE LLC FOR WATERFRONT CAFE  
Motion is to approve the agreement between the City of Des Moines and DM Harborside, LLC., for the lease of City property for the purposes of installing and operating a waterfront café on the Marina floor, and to authorize the City Manager to sign the agreement substantially in the form as attached.

#### **NEW BUSINESS**

Page 183 Item 1: PLAYGROUND EQUIPMENT PROJECT  
Staff Presentation: Parks, Recreation & Senior Services Director  
Patrice Thorell

#### **NEXT MEETING DATE**

April 6, 2017 City Council Study Session

#### **ADJOURNMENT**

## *City Manager's Office*

March 1, 2017

To: City Council

From: City Manager

Re: Fourth Quarter Report

The information below represents a compilation of results of each Department for 4<sup>th</sup> Quarter, 2016.

### **CITY MANAGER'S OFFICE**

- Prepared City Manager's Budget recommendations to City Council in October, 2016.
- City Council approved this sustainable budget in November, 2016.
- Hired consultants and moved forward with three studies related to future Marina development options.
- Held a Marina consultant kick-off meeting and city tour for consultants in early December, 2016.
- Met with Senator Keiser to discuss legislative priorities for the City including DNR lease, Marina infrastructure improvements, public safety and other issues.
- Had a similar meeting with Rep. Orwall, took a tour of the City and discussed legislative strategy for the coming session.
- Attended Soundside Alliance Policy Committee, discussion focused on establishing a feasible work plan for the future given the constraints of staffing for the agencies involved.
- Continued to participate in emergency operations efforts with the fire district and city of Federal Way.
- Implemented administrative reorganization, naming Tim George as City Attorney and Dan Brewer as Chief Operations Officer and implementing other changes.
- Worked with the Chief and staff on developing strategic policing plan for Pac Ridge and other neighborhoods.
- In conjunction with Patrice, tried to identify and engage resources from social services agencies to assist in helping several homeless people in the downtown receive the services they need and help getting them off the streets.
- Held a discussion of the use of the Marina as an emergency operations staging area and the design implications for the new paid parking configuration of the Marina and ways to

assure appropriate access in an emergency event. This is also a valuable component for the legislative process relative to acquiring funding for the north bulkhead replacement.

- Met with brokers from Kidder Matthews who have been contracted by Sound Transit to evaluate the feasibility of Transit Oriented Development along the link light rail alignment and station designations.
- Made a presentation to an event that was jointly sponsored by Soundside Alliance and the International Council of Shopping Centers (ICSC) to recruit retailers into the City.
- Attended a forum on King County's Emergency Management Plan with other city staff to enhance our ability to work closely with regional partners in the event of an emergency incident.
- Subscribed to CoStar software - a commercial business data base that provides a comprehensive set of tools to research commercial properties and businesses in Puget Sound region including Des Moines. This provides information on recent sales, comps, business leases and should prove helpful in economic development and designing a city wide Economic Summit next year.
- Continued to have discussion with our legislators, Sen. Keiser and Rep. Orwall on City's legislative proposals for the coming session.
- Participated in Redondo Boardwalk dedication. Great job by everyone on staff who helped make this a great event despite the weather!
- Held a meeting with our transportation staff to discuss opportunities regarding mobility for the Business Park to develop multi-modal loop to the downtown and Marina for a pilot program being sponsored by Metro.

### **LEGAL DEPARTMENT**

- Civil Matters: In 2016, the Legal Department opened 208 files for civil matters; primarily advisory work to assist the City's operating departments.
- The City Attorney and Assistant City Attorney met with members of the Police and the Planning Departments to discuss code enforcement issues, provide status updates, and to prepare for additional code enforcement emphasis. They also worked together to address complaints related to camping in City parks and City right-of-way. Forms have been developed to institute a trespass program.
- A memo addressing political activities for government employees was prepared and distributed to all employees by the Legal Department. An additional memo regarding political signs in the right of way was distributed to Public Works.
- The City entered into a contract for telecommunication franchise negotiations services with an outside law firm. The contract is revenue neutral as the City is passing the contract on to the franchisee. Updates were provided to the Ad Hoc Franchise Committee.
- The City was contacted by AT&T to initiate negotiations for extension of their cell tower site lease on City property. The Legal Department will handle the negotiation and the final agreement will be presented to the City Council for approval.

- An Ordinance to allow for paid parking in the Marina and to prohibit certain activities related to paid parking, such as tampering with devices, was drafted. The Ordinance was presented to Council and approved February 16, 2017.
- Several thousand potentially responsive emails to public records requests related to development projects within the City were reviewed.
- The Legal Department researched and reviewed issues with property lines in North Hill related to ownership of alleys and undeveloped right of way.
- Updated certification and narrative language for the school zone photo enforcement citation template was drafted to ensure compliance with state law.
- The City Attorney attended the fall WSAMA Training Conference in Walla Walla. Topics on the agenda were numerous and included: Regulation of Guns and Other Weapons: What Municipalities Can (and Cannot) Do; *Wuthrich v. King County* and Mini Tort Law Update; Ethics Game Show; PRA Potpourri (How to Conduct a Reasonable Search; Update on Kirkland's PRA Response Process); Purchasing System Overhaul; Public/Private Partnerships: An Overview of Common Public-Private Partnership Contract Structures and Legal Issues. Prior to the WSAMA Conference, the City Attorney attended the 2016 WCIA Fall Municipal Attorney Training, also in Walla Walla, which focused on common issues and future concerns for marijuana-related land uses.
- A legal memorandum related to the discharge of firearms within the City limits of Des Moines was prepared and concluded that the City has already acted to the full extent of its authority, given the constraints of the State and Federal Constitutions and preemption by the Legislature. There is no further action the City can legally take to regulate the field of firearms.
- The City Attorney and other City staff met with management of the Four Points Seattle Airport South to address compliance with the City's Hotel/Motel Ordinance, specifically the requirement to capture identification information from all guests. After several discussions, Interstate Hotels and Resorts (Corporate) relayed to the City that they were in the purchasing process for the necessary secure software and they began implementation of the system on November 15, 2016.
- The Legal Department reviewed a request by a telecommunications provider to install temporary wireless facilities in a small area of the City to evaluate and test new wireless operations technologies for the provider's existing customers at no cost. Installation will begin in February for a 12-month testing period.
- The Legal Department reviewed and drafted updates to the interlocal agreement with Normandy Park to provide prosecution services. An updated proposal includes Domestic Violence Advocate services as well as a formula to increase the contract price annually based on inflation or the actual cost to provide the services.
- Several meetings were held with Court staff regarding the Red Light Photo Enforcement program coming on line, producing a hearings schedule that will ensure a prosecutor is

available to appear at contested photo enforcement hearings and also promote efficient adjudication of the infractions.

- The Department has been developing standards and procedures for a special prosecution emphasis targeting property crimes affecting the quality of life in Des Moines. As part of this program, the staff drafted necessary paperwork, began reviewing incoming cases, and met with the Court to discuss sentencing options.
- Legal reviewed and approved a contract for asbestos abatement at the Golka property, one of the final steps that must be taken before the City can demolish the nuisance building pursuant to Superior Court order.
- New federal requirements for grant reimbursement funds were reviewed. The new federal legislation requires a City official with binding signature authority to swear under oath to the accuracy of the reimbursement requests. Civil and criminal penalties may be imposed if the information is inaccurate. A resolution was drafted and approved by Council delegating signature authority to project managers.
- A resolution was prepared to update the City's agents for claims for damages pursuant to RCW 4.96.020. The prior resolution on file identifies employees who no longer work for the City as agents for service.
- Comprehensive amendments and updates to the various Municipal Code sections that relate to the Parks Department were drafted. A list of necessary amendments as well as the first draft ordinance was presented to the Municipal Facilities Committee in January 2017.
- Tara Vaughn began as the new full-time Prosecutor starting on December 1, 2016. Tara Vaughn previously worked as an on-call prosecutor for the City of Des Moines since 2015. Tara has been a member of the Washington Bar Association since 2013 and worked in private practice before joining the City.
- Several legal determinations were provided to the police department to assist in the processing of concealed pistol license applications.
- The Legal Department reviewed and updated a contract to allow for the continued rental of kayaks, paddleboards, and other related items in the marina and at Redondo through 2020.
- The Planning Department was assisted in preparing and serving a violation letter for an unlicensed airport parking business operating on Pacific Highway. Citations were issued and the matter is now in court.
- A consultant contract to provide for a review of the City's current communication processes and to provide recommendations and procedures for improvement was drafted.
- An appeal was filed with the Shorelines Hearings Board by Ed and Kyoung Im regarding a City and Department of Ecology decision on a Joint Aquatic Resources Permit Application. The City Attorney's Office is representing the City. A trial date is set for April 2017. The City Attorney is continuing discussions with the Attorney General's Office regarding the Department of Ecology shoreline permit decision. The City filed its preliminary witness list, exhibit list, and list of legal issues.

- The Legal Department has been reviewing contract templates that each department uses to ensure uniformity and compliance with insurance requirements, state law, and City policy.
- The following Ordinances and Resolutions were prepared in final form and signed in the Fourth Quarter 2016 following approval by the City Council:

|                     |                                                         |
|---------------------|---------------------------------------------------------|
| Ordinance No. 1661  | Interim zoning amendments                               |
| Ordinance No. 1662  | Link Light Rail Standards, Fire Safety                  |
| Ordinance No. 1663  | Rezone of Port and DOT Properties                       |
| Ordinance No. 1664  | Comp Plan Amendments, Parks & Open Spaces               |
| Ordinance No. 1665  | 2016 Budget Amendments                                  |
| Ordinance No. 1666  | Ad Valorem Property Taxes                               |
| Ordinance No. 1667  | Increase in Ad Valorem Property Taxes                   |
| Ordinance No. 1668  | 2017 Budget                                             |
| Ordinance No. 1669  | W-C and T-C Zoning Controls                             |
| Resolution No. 1344 | Establishing Rainier Drive S. as a Commemorative Street |
| Resolution No. 1345 | Highline College Master Plan, Setting Public Hearing    |
| Resolution No. 1346 | Ad Valorem Property Tax, Substantial Need               |
| Resolution No. 1347 | PR-C Permitted Uses, Setting Public Hearing             |
| Resolution No. 1348 | BP Zone Screening Requirements, Setting Public Hearing  |
| Resolution No. 1349 | Appointment of Claims for Damages Agent                 |
| Resolution No. 1350 | Low Impact Development, Setting Public Hearing          |

- **Des Moines Prosecuting Attorney Quarterly Recap.**  
The Prosecuting Attorney filed 349 infractions and citations in the Fourth Quarter 2016 for Des Moines and appeared at 827 criminal hearings. Also filed were 1007 Midway and Woodmont Photo Enforcement infractions, 2,535 red-light camera infractions, and

17 abatement infractions. The Prosecutor represented the City at 17 hearings involving infractions that were being opposed by private counsel, 13 animal control hearings, and 1 dangerous dog hearing. Staff also responded to 21 infraction discovery requests.

- **Normandy Park Prosecuting Attorney Quarterly Recap.**

The Prosecuting Attorney filed 32 infractions and citations in the Fourth Quarter 2016 for Normandy Park and appeared at 199 criminal hearings and 5 hearings involving infractions that were being opposed by private counsel. Staff also responded to 5 infraction discovery requests for Normandy Park.

- Legal Department contracts signed in the Fourth Quarter: None for Legal.
- Bids, RFPs, and RFQs issued by Legal in the Fourth Quarter: None for Legal.

### **CITY CLERK'S OFFICE**

#### **Request for Public Records-2016**

| Month        | Total # of Requests | Total Active Requests* | BY DEPARTMENT |            |              |           |
|--------------|---------------------|------------------------|---------------|------------|--------------|-----------|
|              |                     |                        | ADMIN         | PBPW       | PD           | Court     |
| January      | 146                 | 0                      | 23            | 6          | 112          | 5         |
| February     | 156                 | 0                      | 5             | 13         | 131          | 7         |
| March        | 158                 | 0                      | 7             | 16         | 118          | 17        |
| April        | 125                 | 0                      | 8             | 10         | 95           | 12        |
| May          | 141                 | 0                      | 9             | 6          | 119          | 7         |
| June         | 139                 | 0                      | 3             | 8          | 122          | 6         |
| July         | 138                 | 4                      | 8             | 15         | 106          | 9         |
| August       | 153                 | 0                      | 19            | 11         | 117          | 6         |
| September    | 145                 | 0                      | 11            | 14         | 113          | 7         |
| October      | 155                 | 0                      | 15            | 18         | 116          | 6         |
| November     | 141                 | 0                      | 11            | 11         | 116          | 3         |
| December     | 131                 | 3                      | 22            | 9          | 89           | 11        |
| <b>TOTAL</b> | <b>1,728</b>        | <b>7</b>               | <b>141</b>    | <b>137</b> | <b>1,354</b> | <b>96</b> |

## **FINANCE DEPARTMENT**

### **New Commercial Business Licenses**

- Sonic Driving School  
22815 PHYS  
New Commercial: driving school
- Emily's Handmade Soap  
709 S. 219<sup>th</sup> St  
New Commercial: retail sales
- King Price Market  
22840 PHYS  
New Commercial: change of ownership – market
- Lighthouse Lounge  
22239 Marine View Drive S.  
Change of Ownership Commercial: restaurant and bar
- Dashing Digits Salon  
2223 Marine View Dr. S. #100  
New Commercial: nail salon
- Oasis Massage Spa LLC  
21905 Marine View Dr. S.  
New Commercial: massage spa
- Coinstar LLC  
27035 Pacific Hwy S.  
New Commercial: change counting machine
- Coinstar LLC  
21401 Pacific Hwy S.  
New Commercial: change counting machine
- G and E Automotive  
22002 Pacific Hwy S  
New Commercial: auto repair and detail
- NYP LLC dba Emerald Thai Restaurant  
22228 Pacific Hwy S  
Change of Ownership: restaurant

### **Major Tasks Completed During the Quarter**

- Updated City Manager Budget to keep current with new estimates and forecasts.
- Researched, analyzed and prepared answer to Council's Budget information request regarding PRSS activities, participation monthly financial and multi-year financial trend.
- Prepare, publish and present City Manager's Preliminary Budget document.
- Prepare 2016 Revised Budget adjustment ordinance and Council presentation.
- Prepare 2017 Property tax ordinances and Council presentations.
- Prepare City Council's 2017 Budget to include changes from City Manager's Preliminary Budget.

- Attended software vendor demonstrations for new PRSS software.
- Recreation software demo.
- Research & discussion of ways to automate payroll cost allocations.
- PRSS historical budget to actual comparisons chart per councilmember request.
- Meeting w/ Marina Tenants Association to discuss the 2017 Marina financial plan and end cash reserves.
- Meeting w/ Highline College Accounting students to discuss careers in governmental accounting.
- Council presentation of the 2016 Budget Adjustment, 2017 Operating & Capital Budgets and 2017 Property Tax Levy.
- 2 days Advanced Gov't Accounting Training.
- 2017 Budget and 2016 Adjusted Budget changes to formalize Council changes.
- Plan and testing for updating all general ledger account codes to provide efficient accounting and reporting to meet current Council and Managerial information requests.
- Research tax implications of Business Park vs. Retail building usage.
- Research/discuss Independent Contractor vs. Employee status.
- Research/discuss WSDOT's updated requirement relating to grant reimbursement signatures.
- Continued work on new account code and financial system updates to accommodate council's request for monthly financial info by department.
- Interviewed and hired new Accounting Intern.
- Training new Accounting Interns.
- Continued progress to restructure and recode financial system to meet new council reporting requirements.
- Regular month end closing process.
- Continued covering for two long term medical absences.
- Discussion analysis for state increase in minimum wage impacts.
- Research into DRS effects of independent contractor vs. temp employee positions.
- Annual update to city Fleet Replacement schedule to record/reconcile current year purchasing and disposal activity to various accounting systems and various contract/council authorities.
- One medical absence ended; one medical absence continues.
- Hired additional Accounting Intern – Marina.
- Year-end processing of benefit enrollment forms and reconciliations with vendor.
- Year-end update of all medical, dental and vision rates with payroll vendor.
- Year-end review and separation of invoices for 2016 vs. 2017 processing.
- Annual update of fixed assets.
- Continued support for negotiation information.
- Continued work on recoding 2017 budget & accounting systems to meet council's new 2017 reporting criteria.

## MAJOR REVENUE TRENDS (CASH BASIS)

### MAJOR REVENUE TRENDS

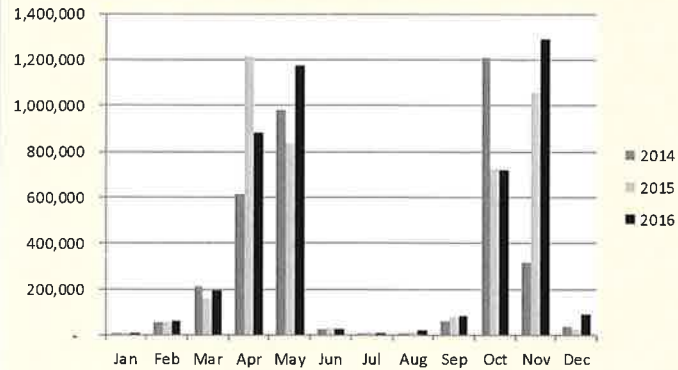
2016 YTD Compared to 2015 YTD:

**349,118    8.3%**

|               | <u>2016</u>      | <u>2015</u>      | <u>2014</u>      | <u>% Mo Chg</u> |
|---------------|------------------|------------------|------------------|-----------------|
| Jan           | 9,718            | 7,766            | 11,423           | 25.1%           |
| Feb           | 62,078           | 55,462           | 57,840           | 11.9%           |
| Mar           | 192,691          | 159,802          | 215,499          | 20.6%           |
| Apr           | 884,255          | 1,214,531        | 615,905          | -27.2%          |
| May           | 1,172,679        | 834,623          | 981,322          | 40.5%           |
| June          | 24,323           | 34,134           | 26,089           | -28.7%          |
| Jul           | 8,130            | 12,380           | 12,065           | -34.3%          |
| Aug           | 19,914           | 15,762           | 7,950            | 26.3%           |
| Sep           | 87,561           | 76,908           | 60,275           | 13.9%           |
| Oct           | 721,023          | 723,002          | 1,207,885        | -0.3%           |
| Nov           | 1,292,382        | 1,054,756        | 316,753          | 22.5%           |
| Dec           | 92,696           | 29,206           | 40,485           | 217.4%          |
| <b>Totals</b> | <b>4,567,450</b> | <b>4,218,332</b> | <b>3,553,491</b> |                 |

2016 YTD Compared to Annual Budget: **4,573,530    99.9%**

#### PROPERTY TAXES



2016 YTD Compared to 2015 YTD:

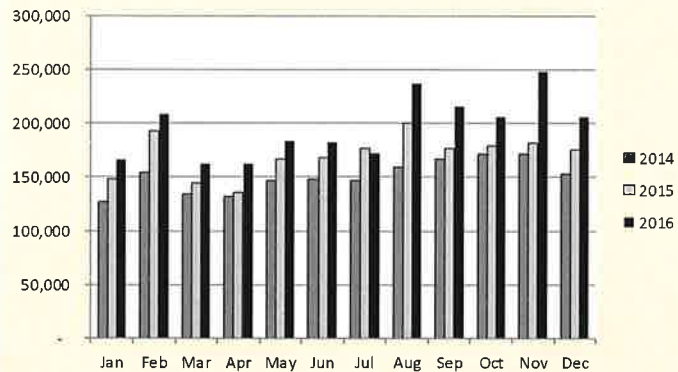
**307,182    15.0%**

|               | <u>2016</u>      | <u>2015</u>      | <u>2014</u>      | <u>% Mo Chg</u> |
|---------------|------------------|------------------|------------------|-----------------|
| Jan           | 166,482          | 148,542          | 126,879          | 12.1%           |
| Feb           | 207,580          | 192,640          | 153,733          | 7.8%            |
| Mar           | 162,512          | 144,525          | 134,800          | 12.4%           |
| Apr           | 162,783          | 135,180          | 132,043          | 20.4%           |
| May           | 183,308          | 166,575          | 146,468          | 10.0%           |
| Jun           | 182,542          | 167,671          | 147,711          | 8.9%            |
| Jul           | 172,341          | 176,608          | 147,093          | -2.4%           |
| Aug           | 236,926          | 200,510          | 159,385          | 18.2%           |
| Sep           | 216,225          | 176,594          | 166,522          | 22.4%           |
| Oct           | 205,441          | 178,690          | 171,951          | 15.0%           |
| Nov           | 248,392          | 181,241          | 171,692          | 37.1%           |
| Dec           | 206,295          | 174,869          | 152,640          | 18.0%           |
| <b>Totals</b> | <b>2,350,827</b> | <b>2,043,645</b> | <b>1,810,917</b> |                 |

2016 YTD Compared to Annual Budget: **2,141,030    109.8%**

2350827.94

#### SALES TAXES



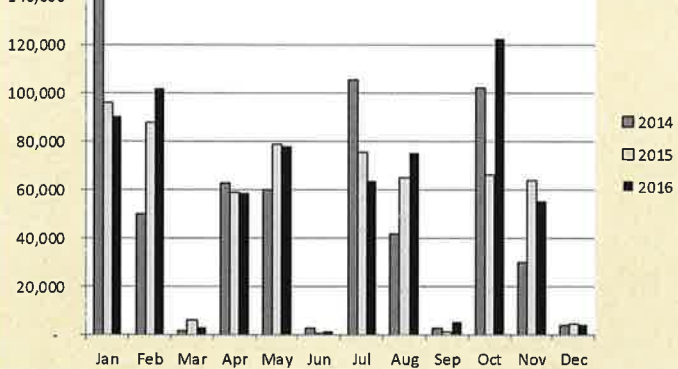
2016 YTD Compared to 2015 YTD:

**54,373    9.0%**

|               | <u>2016</u>    | <u>2015</u>    | <u>2014</u>    | <u>% Mo Chg</u> |
|---------------|----------------|----------------|----------------|-----------------|
| Jan           | 89,942         | 95,787         | 147,677        | -6.1%           |
| Feb           | 101,825        | 87,424         | 49,873         | 16.5%           |
| Mar           | 3,106          | 6,095          | 1,493          | -49.0%          |
| Apr           | 58,292         | 58,723         | 62,741         | -0.7%           |
| May           | 78,035         | 78,674         | 59,921         | -0.8%           |
| Jun           | 1,262          | 745            | 2,971          | 69.4%           |
| Jul           | 63,661         | 75,441         | 105,554        | -15.6%          |
| Aug           | 74,863         | 64,797         | 41,690         | 15.5%           |
| Sep           | 5,211          | 1,192          | 2,890          | 337.2%          |
| Oct           | 122,095        | 66,238         | 102,251        | 84.3%           |
| Nov           | 55,292         | 63,614         | 30,155         | -13.1%          |
| Dec           | 4,217          | 4,699          | 4,108          | -10.3%          |
| <b>Totals</b> | <b>657,801</b> | <b>603,429</b> | <b>611,324</b> |                 |

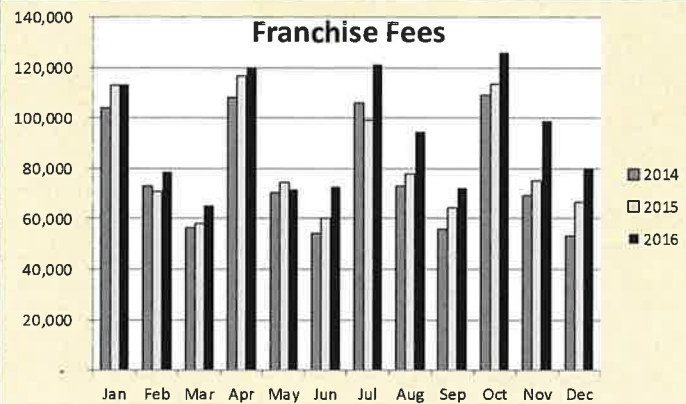
2016 YTD Compared to Annual Budget: **640,000    102.8%**

#### B&O Taxes

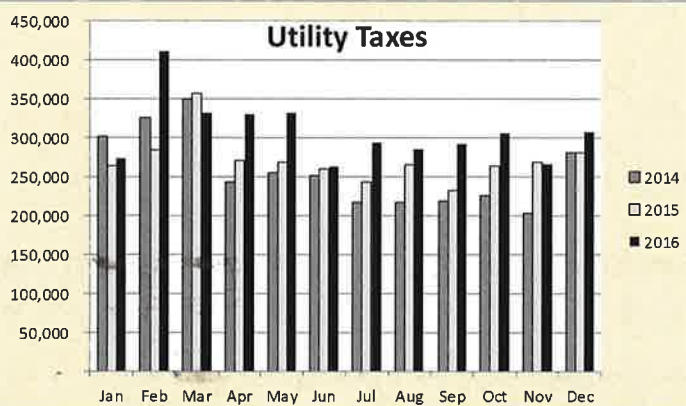


## (Cash Basis -Continued)

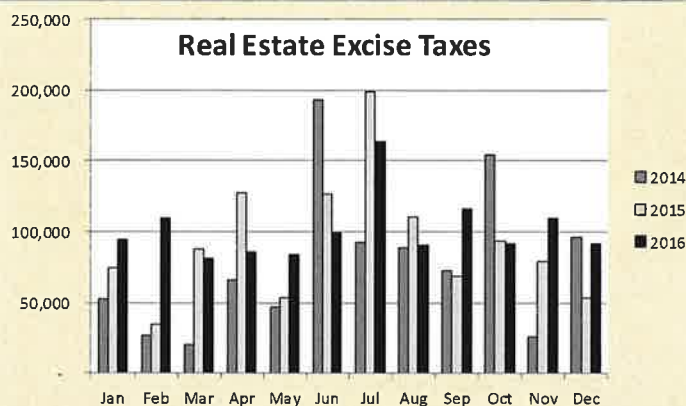
| 2016 YTD Compared to 2015 YTD:      |           |         |         |          |
|-------------------------------------|-----------|---------|---------|----------|
|                                     | 2016      | 2015    | 2014    | % Mo Chg |
| Jan                                 | 113,463   | 112,750 | 104,055 | 0.6%     |
| Feb                                 | 78,834    | 71,075  | 73,165  | 10.9%    |
| Mar                                 | 65,347    | 57,924  | 56,436  | 12.8%    |
| Apr                                 | 120,207   | 116,879 | 108,097 | 2.8%     |
| May                                 | 71,583    | 74,423  | 70,303  | -3.8%    |
| Jun                                 | 72,626    | 60,470  | 54,540  | 20.1%    |
| Jul                                 | 121,248   | 99,070  | 106,309 | 22.4%    |
| Aug                                 | 94,804    | 77,663  | 73,166  | 22.1%    |
| Sep                                 | 72,099    | 64,435  | 55,862  | 11.9%    |
| Oct                                 | 126,141   | 113,761 | 109,105 | 10.9%    |
| Nov                                 | 99,043    | 74,997  | 69,418  | 32.1%    |
| Dec                                 | 80,087    | 66,607  | 53,544  | 20.2%    |
| Totals                              | 1,115,482 | 990,053 | 934,000 |          |
| 2016 YTD Compared to Annual Budget: |           |         | 996,000 | 112.0%   |



| 2016 YTD Compared to 2015 YTD:      |           |           |           |          |
|-------------------------------------|-----------|-----------|-----------|----------|
|                                     | 2016      | 2015      | 2014      | % Mo Chg |
| Jan                                 | 273,337   | 264,911   | 302,063   | 3.2%     |
| Feb                                 | 410,967   | 284,340   | 326,082   | 44.5%    |
| Mar                                 | 332,039   | 357,130   | 351,131   | -7.0%    |
| Apr                                 | 329,815   | 270,479   | 243,314   | 21.9%    |
| May                                 | 333,168   | 269,809   | 254,925   | 23.5%    |
| Jun                                 | 262,684   | 260,950   | 251,914   | 0.7%     |
| Jul                                 | 293,988   | 243,353   | 217,888   | 20.8%    |
| Aug                                 | 286,311   | 265,630   | 218,164   | 7.8%     |
| Sep                                 | 292,324   | 233,833   | 219,620   | 25.0%    |
| Oct                                 | 306,464   | 263,509   | 226,349   | 16.3%    |
| Nov                                 | 266,326   | 269,275   | 203,122   | -1.1%    |
| Dec                                 | 308,003   | 281,830   | 280,978   | 9.3%     |
| Totals                              | 3,695,425 | 3,265,049 | 3,095,550 |          |
| 2016 YTD Compared to Annual Budget: |           |           | 3,722,352 | 99.3%    |



| 2016 YTD Compared to Annual Budget: |           |           |         |          |
|-------------------------------------|-----------|-----------|---------|----------|
|                                     | 2016      | 2015      | 2014    | % Mo Chg |
| Jan                                 | 93,909    | 74,382    | 52,276  | 26.3%    |
| Feb                                 | 109,153   | 33,884    | 26,826  | 222.1%   |
| Mar                                 | 80,623    | 88,020    | 19,742  | -8.4%    |
| Apr                                 | 86,005    | 127,450   | 66,103  | -32.5%   |
| May                                 | 84,072    | 53,190    | 46,430  | 58.1%    |
| Jun                                 | 99,166    | 127,038   | 193,059 | -21.9%   |
| Jul                                 | 163,905   | 199,170   | 91,941  | -17.7%   |
| Aug                                 | 90,084    | 110,322   | 88,753  | -18.3%   |
| Sep                                 | 116,119   | 68,647    | 72,437  | 69.2%    |
| Oct                                 | 91,603    | 93,478    | 154,557 | -2.0%    |
| Nov                                 | 109,682   | 78,694    | 25,792  | 39.4%    |
| Dec                                 | 91,594    | 53,220    | 96,222  | 72.1%    |
| Totals                              | 1,215,915 | 1,107,495 | 934,138 |          |
| 2016 YTD Compared to Annual Budget: |           |           | 984,520 | 123.5%   |



**GENERAL FUND QUARTERLY REPORT**  
**REVENUES & EXPENDITURES**  
**DECEMBER**

|                 |                         | 2016<br>Budget<br>Annual | 2016<br>Actual<br>Year to Date | %           | 2015<br>Actual<br>Annual | 2015<br>Actual<br>Year to Date | %           |
|-----------------|-------------------------|--------------------------|--------------------------------|-------------|--------------------------|--------------------------------|-------------|
| <b>REVENUES</b> |                         |                          |                                |             |                          |                                |             |
| 310             | Taxes                   | 12,024,912               | 12,580,218                     | 105%        | 11,732,376               | 11,732,376                     | 100%        |
| 320             | Licenses & Permits      | 1,962,670                | 2,347,030                      | 120%        | 2,048,118                | 2,048,118                      | 100%        |
| 330             | Intergovernmental       | 642,875                  | 755,612                        | 118%        | 680,664                  | 680,664                        | 100%        |
| 340             | Charges Goods/Services  | 3,569,826                | 3,563,398                      | 100%        | 3,007,395                | 3,007,395                      | 100%        |
| 350             | Fines & Forefeitures*   | 221,350                  | 208,959                        | 94%         | 237,702                  | 237,702                        | 100%        |
| 360             | Misc Revenues           | 631,800                  | 624,353                        | 99%         | 369,181                  | 369,181                        | 100%        |
| 380             | Other Financing Sources | -                        | 12,467                         |             | 24,570                   | 24,570                         | 100%        |
|                 | <b>TOTAL</b>            | <b>19,053,433</b>        | <b>20,092,037</b>              | <b>105%</b> | <b>18,100,006</b>        | <b>18,100,006</b>              | <b>100%</b> |

|                     |                           |                   |                   |            |                   |                   |             |
|---------------------|---------------------------|-------------------|-------------------|------------|-------------------|-------------------|-------------|
| <b>EXPENDITURES</b> |                           |                   |                   |            |                   |                   |             |
| 021                 | City Council              | 80,227            | 80,809            | 101%       | 65,728            | 65,728            | 100%        |
| 022                 | Muni Court                | 868,613           | 963,710           | 111%       | 954,950           | 954,950           | 100%        |
| 023                 | City Manager              | 1,538,326         | 1,513,871         | 98%        | 1,490,849         | 1,490,849         | 100%        |
| 024                 | Financial & Tech Services | 2,129,087         | 1,727,221         | 81%        | 1,397,379         | 1,397,379         | 100%        |
| 026                 | Legal                     | 574,861           | 575,225           | 100%       | 578,925           | 578,925           | 100%        |
| 030                 | Police                    | 8,228,758         | 8,056,573         | 98%        | 7,578,932         | 7,578,932         | 100%        |
| 040                 | Plan, Bldg & PW Admin     | 3,547,616         | 3,575,947         | 101%       | 3,350,194         | 3,350,194         | 100%        |
| 045                 | Recr, Sr. Serv & Rentals  | 1,877,305         | 1,903,819         | 101%       | 1,903,281         | 1,903,281         | 100%        |
| 050                 | NonDepartmental           | 133,872           | 140,250           | 105%       | 121,877           | 121,877           | 100%        |
|                     | <b>TOTAL</b>              | <b>18,978,665</b> | <b>18,537,425</b> | <b>98%</b> | <b>17,442,115</b> | <b>17,442,115</b> | <b>100%</b> |

|                                                           |               |                  |                |                |
|-----------------------------------------------------------|---------------|------------------|----------------|----------------|
| <b>REVENUES MORE THAN OR<br/>(LESS THAN) EXPENDITURES</b> | <b>74,768</b> | <b>1,554,612</b> | <b>657,891</b> | <b>657,891</b> |
|-----------------------------------------------------------|---------------|------------------|----------------|----------------|

December is 12 months of 12 100.0%

*Actual One-time Revenues & Transfers-Out Year to Date (in Addition to the Above Revenues & Expenditures)*

|                         |                  |                |
|-------------------------|------------------|----------------|
| Property Tax            | 151,515          | 139,044        |
| Sales Tax and B & O Tax | 593,179          | 413,306        |
| Permits and Plan Review | 1,524,590        | 299,844        |
| Transfers Out           | (722,435)        | -              |
|                         | <u>1,546,849</u> | <u>852,194</u> |

## **PARKS, RECREATION AND SENIOR SERVICES**

### **Administration**

- With the CLASS Recreation Management software no longer supported after 2017, staff is seeking new software. Recreation staff received six responses to the Request for Proposals for the new Parks, Recreation and Senior Services (PRSS) Management Software in September. Staff created a matrix to match each of the submittals with the request criteria. PRSS and Finance staff have reviewed the systems and decided on DASH Platform, subject to confirmation of performance of the software in other cities where it is being used. The implementation timeline is March-May 2017.
- The Beach Park Picnic Shelter and Restroom Rehabilitation Project began in October and is slated for completion in the first quarter of 2017. The project is on track.
- The project to make park improvements at Parkside Park funded by a CDBG grant in the amount of \$395,000 with the DOE to provide additional funds for the removal and replacement of contaminated soil, and the King County Youth Sports Facilities Grant of \$25,000 will go out to bid in March 2017. The project will be under construction during spring and summer in hopes of closing out the project by November 2017.

### **Community Engagement**

| <b>Volunteer/Committee Hours</b>       | <b>October</b> | <b>November</b> | <b>December</b> | <b>YTD Totals</b> |
|----------------------------------------|----------------|-----------------|-----------------|-------------------|
| DM Arts Commission                     | 21             | 67              | 70              | 575               |
| Sr. Services Advisory Committee        | -              | 8               | -               | 47                |
| Human Services Advisory Comm.          | -              | 9               | -               | 42                |
| DM Lodging Tax Advisory Comm.          | 8              | -               | -               | 17                |
| KC Landmarks Commission                | -              | -               | -               | 8                 |
| Daisy Sonju Garden                     | 5              | 4               | 3               | 386               |
| Youth Sports Coaches                   | 608            | 146             | 293             | 4,178             |
| Senior Services                        | 782            | 825             | 782             | 7,430             |
| Parks Administration                   | 16             | 16              | -               | 643               |
| <b>Total Volunteer/Committee Hrs.*</b> | <b>1,439</b>   | <b>1,075</b>    | <b>1,147</b>    | <b>13,326</b>     |

Rounded to the nearest whole number

### **Recreation and Sports**

- Attendance for our Club KHAOS Before and After School program is up 6% over 2015 from September-December.
- Both of our Fall Basketball Camps sold out. The Preseason Hoop Camp at the Field House had 42 registrants and our Rams Hardwood Winter Basketball Camp had 61 registrants.
- Our Youth Basketball League started in late November with 65 teams ranging from Kindergarten-8<sup>th</sup> grade.

| <b>Recreation &amp; Sports</b> | <b>October</b> | <b>November</b> | <b>December</b> | <b>YTD Totals</b> |
|--------------------------------|----------------|-----------------|-----------------|-------------------|
| 2015 Revenue                   | \$79,991       | \$82,341        | \$59,522        | \$875,912         |
| 2016 Revenue                   | \$59,288       | \$80,010        | \$67,535        | \$959,978         |
| % Change                       | (25%)          | (3%)            | 13%             | 10%               |
| 2015 Expenditures              | \$52,149       | \$58,746        | \$66,442        | \$763,887         |
| 2016 Expenditures              | \$57,586       | \$52,435        | \$70,735        | \$836,081         |
| % Change                       | 10%            | (11%)           | 6%              | 9%                |

Rounded to the nearest whole number

### Events and Facilities

- Increase in revenue realized through the booking of Alaska Airlines Quarterly meetings and Valley Cities Human Resource Training Sessions.
- Kirsta Dunlap resigned from the part time Events and Facilities position at the end of December. The vacated position was filled by Sonja Thomas.
- In analyzing our month end numbers, we have noted that Facility Rental Revenue is down year over year in booking pace by almost \$40K. In reviewing the differences between 2015 and 2016 two key items stand out.
  - Two people working in the office booking events in 2016 versus three working in 2015.
  - We participated in 5 Trade Shows in 2015 and only 2 in 2016 due to budget cuts. Staffing levels are being addressed and we will be participating in all trade shows in 2017 including Tacoma Wedding Expos and Banquet & Events Show.

| <b>Events &amp; Facilities</b> | <b>October</b> | <b>November</b> | <b>December</b> | <b>YTD Totals</b> |
|--------------------------------|----------------|-----------------|-----------------|-------------------|
| 2015 Revenue                   | \$17,126       | \$12,886        | \$9,936         | \$191,322         |
| 2016 Revenue                   | \$36,030       | \$12,844        | \$16,128        | \$335,051         |
| % Change                       | 110%           | (.3%)           | 62%             | 75%               |
| 2015 Expenditures              | \$22,984       | \$30,025        | \$32,054        | \$378,987         |
| 2016 Expenditures              | \$25,306       | \$32,258        | \$41,115        | \$364,176         |
| % Change                       | 10%            | 7%              | 28%             | (4%)              |
| 2015 Bookings                  | 2              | 8               | 1               | 148               |
| 2016 Bookings                  | 5              | 2               | 2               | 157               |
| % Change                       | 150%           | (75%)           | 100%            | 6%                |
| 2015 Attendance                | 625            | 200             | 300             | 20,935            |
| 2016 Attendance                | 750            | 250             | 225             | 21,420            |
| % Change                       | 20%            | 25%             | (25%)           | 2.3%              |

Rounded to the nearest whole number

### Senior Services/Activity Center

- Purchasing ORCA Reduced Fare Permits along with METRO Transit Training classes and a field trip at the Activity Center in October were extremely popular with the community. Due to the large turnout at our center, ORCA has agreed to provide the on-site reduced fare permits on a quarterly basis in 2017.
- The first Best BBQ of the Season fundraiser dinner was held at the Activity Center on Friday, October 14, replacing eighteen years of Spaghetti Nights. This year's sponsor was Normandy Park Senior Living.
- Received \$10,000 from the estate of John Eastman in November 2016.
- Over 150 small toiletry packets with shampoos, toothpaste, soap, etc., were given to the Des Moines Area Food Bank and the Homeless Teen Outreach program as the holiday giving project for the Activity Center this 2016 holiday season.
- Staff sent out letters in December to the 2017 human services agencies that were selected for funding, notifying them of their funding amount. 2017 contracts are also being prepared. Emails will be sent to those agencies not chosen for funding in 2017.
- Staff celebrated the arrival of the new Ford Transit bus which arrived December 20th, paid for from the Provine estate. The bus will be used by the recreation and senior services staff.

| Seniors/Activity Center | October | November | December | YTD Totals |
|-------------------------|---------|----------|----------|------------|
| Meals Served            | 837     | 863      | 877      | 10,196     |
| Fee Program Attendance  | 643     | 333      | 540      | 7,139      |
| Drop In Attendance      | 626     | 453      | 587      | 7,628      |
| Consultation Services   | 236     | 287      | 216      | 2,987      |

| Seniors/Activity Center | October | November | December  | YTD Totals |
|-------------------------|---------|----------|-----------|------------|
| 2015 Revenues           | \$4,335 | \$3,157  | \$8,742   | \$75,353   |
| 2016 Revenues           | \$6,214 | \$1,415  | \$11,263* | \$87,663   |
| % Change                | 43%     | (55%)    | 29%       | 16%        |
| 2015 Expenditures       | 4,703   | 5,067    | 8,567     | 78,825     |
| 2016 Expenditures       | 4,865   | 5,550    | 5,489     | 80,841     |
| % Change                | 3%      | 10%      | (34%)     | 3%         |

Rounded to the nearest whole number.

\* Excludes 10k trust and 4.8k Normandy Park.

## **City Council Committee Reports**

### **Des Moines Arts Commission**

Met on Tuesday, October 4, Tuesday, November 8, and Tuesday, December 13, 2016.

Squid-A-Rama: Held on Saturday, November 5, from 4:00 pm-7:30 pm with over 250 in attendance. A squid themed student art show featured over 40 artists from local elementary and middle schools.

### **Senior Services Advisory Committee**

Met Thursday, November 17<sup>th</sup>, 2016.

November Meeting:

- Choose their 2017 committee goals:
  - Encourage connections for good nutrition for older adults in our community.
  - Focus on human connections for healthy aging.
  - Communicate with elected officials.
  - Continue to stay “in the loop” for Take Back Your Meds.
  - More and better outreach for the committee programs, goals, and projects.
  - Elder Safety and Emergency Preparedness as it can be presented through the Activity Center.

### **Human Services Advisory Committee**

Met Thursday, November 17, 2016.

November Meeting:

- Judge Lisa Leon and Des Moines court advocate, Melissa Patrick, spoke with the committee about human services as it relates to our municipal court; the clients they see, the partners they work with.
- Review of third quarter agency funding and program reports.
- Thanks to Patricio Mendoza for serving two full terms on the committee. His final term will end December 31, 2016.

### **Des Moines Lodging Tax Advisory Committee (DMLTC)**

Did not meet.

2016 Des Moines Lodging Tax collection: \$78,595.14.

### **Des Moines Landmarks Commission**

Did not meet.

## **Community Events**

- Seattle Symphony Community Concert held on Sunday, October 23 at noon was attended by 350 patrons.
- Trick or Treat Path and Halloween Carnival held on October 31 drew citizens to the Marina District and Des Moines Field House.
- Destination Des Moines Tree Lighting held on Friday, December 2 at 6:00 pm had attendance of over 200.

- Two Argosy Christmas Ship and Bonfire events were held at Des Moines Beach Park on December 7 and Redondo Beach on December 15 drawing large community crowds.

## **POLICE DEPARTMENT**

### **CRIME STATISTICS**

#### Quarterly Totals

| <b>Offense</b>                       | <b>2015 4th Quarter Totals</b> | <b>2016 4th Quarter Totals</b> | <b>2016 4th Quarter Percent Change</b> |
|--------------------------------------|--------------------------------|--------------------------------|----------------------------------------|
| <b>Homicide</b>                      | <b>1</b>                       | <b>0</b>                       | <b>-100%</b>                           |
| <b>Sex Offenses</b>                  | <b>7</b>                       | <b>10</b>                      | <b>+43%</b>                            |
| <b>Robbery</b>                       | <b>15</b>                      | <b>11</b>                      | <b>-27%</b>                            |
| <b>Assaults*</b>                     | <b>49</b>                      | <b>63</b>                      | <b>+29%</b>                            |
| <b>Burglary</b>                      | <b>49</b>                      | <b>37</b>                      | <b>-24%</b>                            |
| <b>Larceny*</b>                      | <b>159</b>                     | <b>245</b>                     | <b>+54%</b>                            |
| <b>MV Accidents</b>                  | <b>97</b>                      | <b>99</b>                      | <b>+2%</b>                             |
| <b>MV Thefts</b>                     | <b>51</b>                      | <b>72</b>                      | <b>+41%</b>                            |
| <b>Arson</b>                         | <b>0</b>                       | <b>0</b>                       | <b>0%</b>                              |
| <b>Moving Violations</b>             | <b>821</b>                     | <b>527</b>                     | <b>-36%</b>                            |
| <b>School Zone Photo Enforcement</b> | <b>915</b>                     | <b>980</b>                     | <b>+7%</b>                             |
| <b>Red Light Photo Enforcement</b>   | <b>**</b>                      | <b>2,702</b>                   | <b>**</b>                              |
| <b>Officers Assaulted</b>            | <b>3</b>                       | <b>3</b>                       | <b>0%</b>                              |
| <b>Adult Arrest</b>                  | <b>46</b>                      | <b>66</b>                      | <b>+43%</b>                            |
| <b>Juvenile Arrest</b>               | <b>7</b>                       | <b>1</b>                       | <b>-86%</b>                            |
| <b>Calls For Service</b>             | <b>4,342</b>                   | <b>4,073</b>                   | <b>-6%</b>                             |

*\*Assault and Larceny category include all reported felony and misdemeanor crimes.*

*\*\* Program started in 11/2016.*

## Year End Totals

| Offense                       | 2015 4th Quarter Totals | 2016 4th Quarter Totals | 2016 4th Quarter Percent Change |
|-------------------------------|-------------------------|-------------------------|---------------------------------|
| Homicide                      | 1                       | 3                       | +200%                           |
| Sex Offenses                  | 33                      | 44                      | +33%                            |
| Robbery                       | 54                      | 41                      | -24%                            |
| Assaults*                     | 237                     | 240                     | +1%                             |
| Burglary                      | 168                     | 159                     | -5%                             |
| Larceny*                      | 612                     | 809                     | +32%                            |
| MV Accidents                  | 350                     | 388                     | +11%                            |
| MV Thefts                     | 180                     | 316                     | +76%                            |
| Arson                         | 1                       | 11                      | +1000%                          |
| Moving Violations             | 3,892                   | 2,549                   | -35%                            |
| School Zone Photo Enforcement | 3,015                   | 3,348                   | -11%                            |
| Red Light Photo Enforcement   | **                      | 2,702                   | **                              |
| Officers Assaulted            | 9                       | 9                       | 0%                              |
| Adult Arrest                  | 261                     | 234                     | -10%                            |
| Juvenile Arrest               | 23                      | 16                      | -30%                            |
| Calls For Service             | 18,325                  | 17,932                  | -2%                             |

\*Assault and Larceny category include all reported felony and misdemeanor crimes

\*\* Program started in 11/2016.

**MARINA**  
**Marina Occupancy Report**

|                 | Oct. | Nov. | Dec. | 4 <sup>th</sup> Qtr. Avg.<br>2016 | 4 <sup>th</sup> Qtr. Avg.<br>2015 |
|-----------------|------|------|------|-----------------------------------|-----------------------------------|
| Open Slips      | 91%  | 90%  | 90%  | 90.3%                             | 90.0%                             |
| Covered Slips   | 83%  | 80%  | 80%  | 81.0%                             | 84.0%                             |
| Dry Sheds       | 95%  | 96%  | 96%  | 95.6%                             | 94.3%                             |
| Total Occupancy | 91%  | 91%  | 91%  | 88.9%                             | 91.3%                             |

**Capital Projects**

**Pay Parking in the Marina & Beach Park**

- In the fourth quarter the City selected Parking Boxx, LLC as the provider for the parking lot equipment and management software. The contract was approved by the City Council in December and as of the end of the quarter, the equipment is on order with a March-April projected delivery.
- The Marina staff hosted three public meetings in the fourth quarter. The meetings were on the 3<sup>rd</sup> Wednesday of each month but were moved to the Activity Center. At the meetings the Harbormaster discussed the reasons why the City is implementing pay parking in the Marina and Beach Park and how the system will work. City staff also attended some of the meetings to discuss parking impacts in the adjacent neighborhoods.

**North Marina Projects**

- Marina staff worked with the City Manager to put together capital funding request applications for the North Bulkhead Replacement Project. Applications were sent to both houses of the State legislature for funding.

**High Voltage Cable Replacement**

- One of the Marina's capital improvement projects for this year was the replacement of the high voltage cables between the transformer in the boat repair yard and the smaller transformers that serve the docks south of the boat yard. The old cables were installed when the Marina was built 46 years ago and one had already failed. The staff believed that the remaining cables had a high risk of failure. The project was completed on-time and on-budget. The total cost of the project was about \$45,000.

**Marina Service Revenue**

|                 | Oct.      | Nov.      | Dec.      | 4 <sup>th</sup> Qtr.<br>Total 2016 | 4 <sup>th</sup> Qtr.<br>Total 2015 | Percent<br>Change |
|-----------------|-----------|-----------|-----------|------------------------------------|------------------------------------|-------------------|
| Fuel Sales      | \$ 48,520 | \$ 20,345 | \$ 15,937 | \$ 84,802                          | \$ 95,514                          | -13%              |
| Guest Moorage   | \$ 3,983  | \$ 3,166  | \$ 904    | \$ 8,503                           | \$ 14,301                          | -69%              |
| Redondo Parking |           |           |           | \$ 5,747                           | \$ 7,953                           | -39%              |
| Moorage         | \$178,169 | \$178,841 | \$175,182 | \$ 532,192                         | \$ 533,406                         | -2.3%             |
| Dry Sheds       | \$ 13,674 | \$ 13,874 | \$ 13,874 | \$ 41,422                          | \$ 41,296                          | +3.0%             |
| Lease Revenue   | \$ 12,720 | \$ 12,720 | \$ 12,720 | \$ 38,160                          | \$ 41,249                          | -1.0%             |

Marina service revenues were down in almost every category compared to the fourth quarter last year. There are several reasons for the decreases.

- First, 2015 was an exceptionally good year, with all revenues up about 15% compared to 2014. This was due mainly to historically low fuel prices, good weather and some salmon fishing. This year's revenues are more in line with 2014.
- There was essentially no salmon fishing season in the Puget Sound around the Marina. It was generally poor all over the Sound but why it was so bad locally is not known.
- Although this is a little counter-intuitive, the Marina's revenues were impacted because fuel prices still were relatively low and confidence in the economy remained high. Many of our tenants and regular customer took fewer but longer trips, mainly to the San Juan and the Canadian Gulf Islands. Reports from the industry are telling staff that the "destination" marinas did very well in 2016, whereas the "home port" Marinas like Des Moines did not do as well.

Even though revenues are down somewhat for the fourth quarter and the year in general compared to 2015, they were still a little better than 2014 and previous years. Staff is especially pleased with fuel sales. Even though the total gallons sold were down about 5%, gross profits were essentially the same because the staff was able to increase the gross margin from 13% to 16.1% of gross sales.

## **PLANNING, BUILDING AND PUBLIC WORKS**

### **Highlights**

- Construction work is progressing well on the South 216<sup>th</sup> Street – Segment 1a Project (24<sup>th</sup> Ave S to Pacific Highway South). The project is on schedule for substantial completion in January.

- Development related activity within the City continues at an all-time high level, most notably work at the Des Moines Creek Business Park shown in the photo below.



## **CAPITAL IMPROVEMENT PROJECTS**

### **Redondo Boardwalk**

Substantial completion was obtained on October 5, 2016 at which time the new Redondo Boardwalk facility was open for public use. Additionally, the Redondo Boat Launch Parking Lot was restored except for an area where the trailer is located. Minor punch list items will continue until the Contractor achieves Physical Completion and the City accepts the Work.



### **Lower Massey Creek Channel Modification Project**

The 200-foot long sheet pile wall along the south bank of the creek is now complete and the channel widened. All stream logs and boulders are installed and stream gravel placed. Installation of the 400-foot earth berms is also complete along the north side of the channel. The contractor is still working on a few minor punchlist items for the pump station. Once the punchlist items are done the project will be accepted.



### **Transportation Gateway Project (S 216<sup>th</sup> Street Segment 1-A (24<sup>th</sup> Avenue S to SR-99))**

Work is proceeding according to schedule. The project is on schedule for substantial completion in the spring of 2017. Communication and coordination with the contractor continues to be good. The contractor is working on installation of street lighting, irrigation, landscaping, and urban design features.



**S 216<sup>th</sup> Street – looking west (1-24-2017)**



**New Gateway Decorative Wall (1-24-2017)**

### **24<sup>th</sup> Avenue South (S 224<sup>th</sup> St to S 227<sup>th</sup> Pl)**

The project proposes to construct sidewalks, enhanced pedestrian crossings, illumination, and storm drainage improvements along the east side of 24<sup>th</sup> Avenue South between South 224<sup>th</sup> Street and South 226<sup>th</sup> Street. Additionally storm drainage improvements would extend along 24<sup>th</sup> Avenue South to South 227<sup>th</sup> Place. Staff has been in communication with adjacent private property representatives concerning construction easements and working with a consultant to put together a task order assignment for preliminary engineering.

### **South 268<sup>th</sup> Street Sidewalk Project**

Work on this project is nearing a winter shutdown in order to complete the final paving when temperatures rise in the spring. Apart from the final lift of asphalt, the contractor has completed most items. The project is on schedule for substantial completion in the spring of 2017. Communication and coordination with the contractor continues to be good. The contractor is working on installation of landscaping, and radar feedback signs.



### **24<sup>th</sup> Avenue South (S 216<sup>th</sup> St to S 208<sup>th</sup> St)**

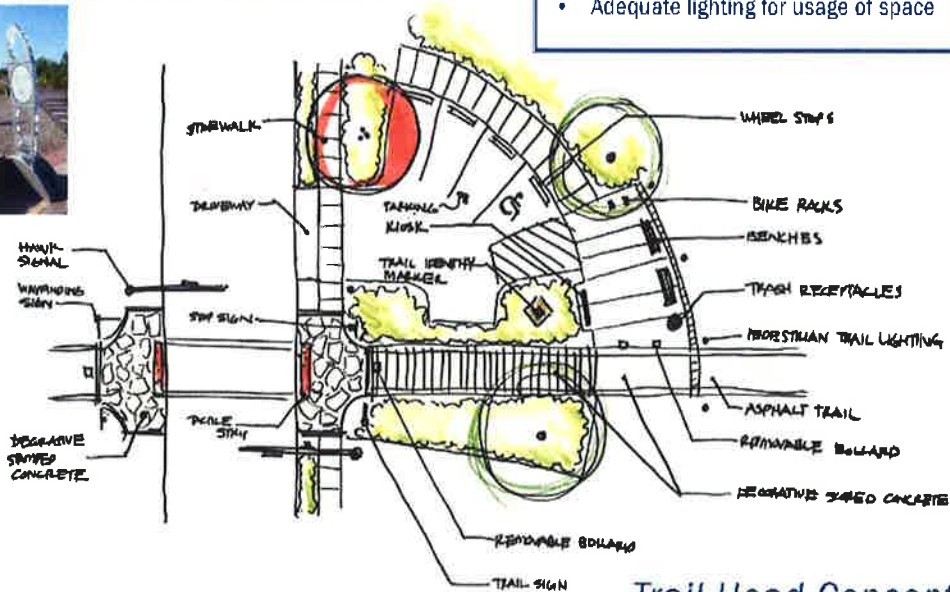
City staff continues to coordinate with SeaTac staff regarding final grading and construction of the S 208<sup>th</sup> intersection as part of their portion of the Connection 28<sup>th</sup>/24<sup>th</sup> Avenue S project.

### **Barnes Creek Trail**

The City and Consultant, KPG, are continuing efforts towards the completion of 60% Design and comprehensive geotechnical report. Future planned work, when approved by the City, will complete NEPA permitting efforts, 85% Design, and preliminary ROW acquisition identification. The City is also working closely with the Highline School District in relation

to the proposed new elementary school at Zenith and how the Barnes Creek Trail will interact with the proposed development along 16<sup>th</sup> Ave S near S 240<sup>th</sup> Street.

## Examples



### Design Concepts:

- All of the same concepts as a intersection crossing areas plus more
- Parking
- Intimate seating area for resting or gathering groups
- Adequate lighting for usage of space

### Trail Head Concept

BARNES CREEK TRAIL DESIGN



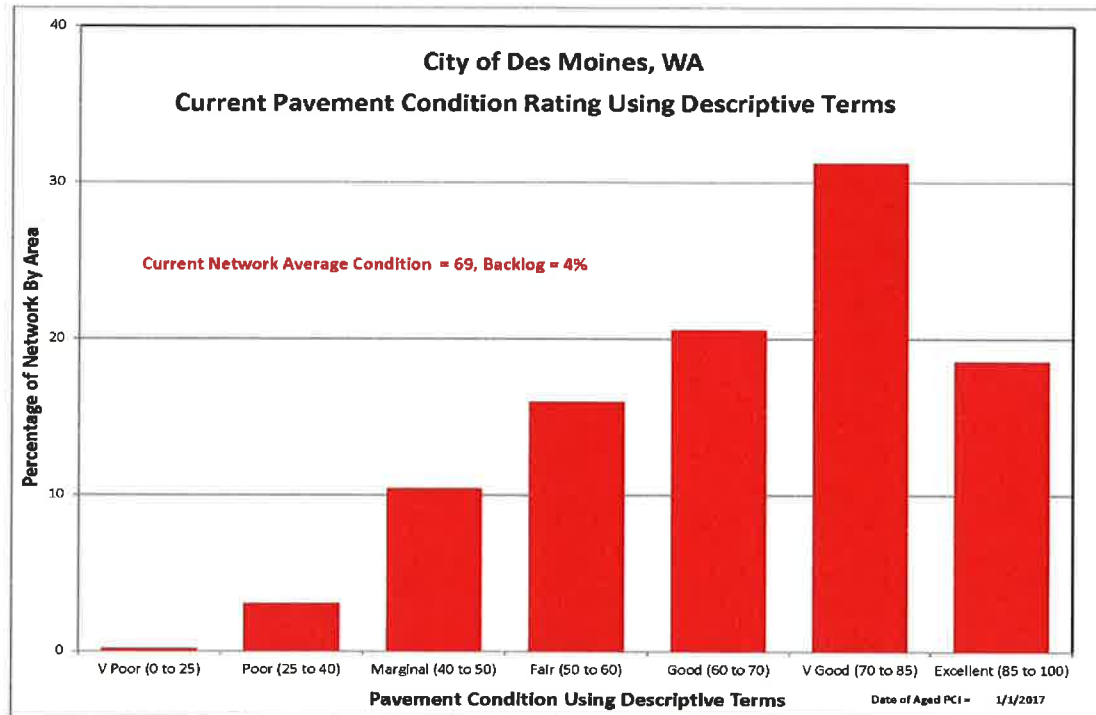
KPG

6

## Pavement Management Program

City staff has completed the Citywide Pavement Management Condition Inventory with IMS and the overall roadway assessment is summarized below. In general, the City's roadway network is in good condition with a Pavement Condition Index of 69 and a backlog (percent of roadways requiring reconstruction) of 4%. The City will continually utilize the information obtained and strategically allocate resources for near and long term needs.

Current planned pavement rehabilitation efforts will focus on South 223<sup>rd</sup> Street between 24<sup>th</sup> Avenue South and Marine View Drive. Design will be complete in 2017 with anticipated construction in 2018.



### **Barnes Creek/Kent-Des Moines Road Culvert Replacement Project**

Council approved a Task Assignment with TetraTech Engineers to prepare the project design for replacing the dilapidated culvert located below Kent-Des Moines Road at approximately 13<sup>th</sup> Avenue. TetraTech has completed the base mapping the site and location of all underground utilities and has met with the Department of Fisheries to determine the appropriate width of the new culvert. The project design has been placed hold pending a meeting with WSDOT on the schedule for replacement of this culvert. This culvert is one of several hundred culverts that are required to be replaced by WSDOT by March 29, 2030 in accordance to an injunction of a U.S. District Court ruling that state-owned barrier culverts under roads are a violation of Tribal treaty rights. While this culvert is not on WSDOT's current replacement list through the 2019-2021 biennium, staff intends to present the 2015

condition/fish assessment report made by TetraTech in hope that the schedule for replacement can be accelerated due to the poor condition of the pipe.

### **ADA Transition Plan**

The City is currently working on a ADA Transition Plan that will help identify ADA accommodation deficiencies within physical assets, programs, and services, as well as provide a strategic plan for addressing these needs. A public Open House is scheduled for February 8<sup>th</sup> from 6:00 – 8:00 PM at the Activity Center to inform the public about the process and solicit for priorities.

### **South 251<sup>st</sup> Street Landslide**

A Task Order Assignment for KPG and Budget Amendment for the permanent repair work was approved at the April 7 Council meeting. KPG has now completed a 50% level design and the project is now being reviewed for SEPA. Once SEPA is concluded, a HPA (Washington Department of Fish and Wildlife) permit will be submitted. Upon receipt of the HPA the project design will be completed and the project readied for bidding. Construction for permanent repair is slated for summer of 2017 during the fish-window of the HPA permit.

### **Picnic Shelter/Restroom Rehabilitation**

Argosy Construction began work in October 2016 on this project. The contractor has 180 calendar days (6 months) to complete the project. Work is progressing slowly, but should pick up pace after completion of the new footings and foundations.

### **Parkside Park Renovation**

The design scope of work by consultant (The LA Studio LLC) is being modified slightly to reduce construction costs. We will be advertising for bids again in February 2017. Work should begin in April or May when weather permits, and be completed by the end of October 2017. Working with Ecology on contaminated soils remediation.

### **Field House Tennis Court**

This project was placed on hold in 2016, and is scheduled to start in 2017.

### **Special Projects**

#### **Sound Transit FWLE Project**

Staff continued to work with Sound Transit on the 30% design submittal. Staff attended a coordination meeting with Sound Transit and Highline College to discuss improvements to South 236<sup>th</sup> Lane. Staff also attended a meeting with the City of Kent to discuss design alternatives for Pacific Highway South, and the timing of those improvements with pending development – i.e. Highline Place. Staff is currently working with Sound Transit staff on the development of a draft term sheet that will outline project achievements to date, and layout our work program for 2017 as we move towards the creation of a development agreement with Sound Transit.

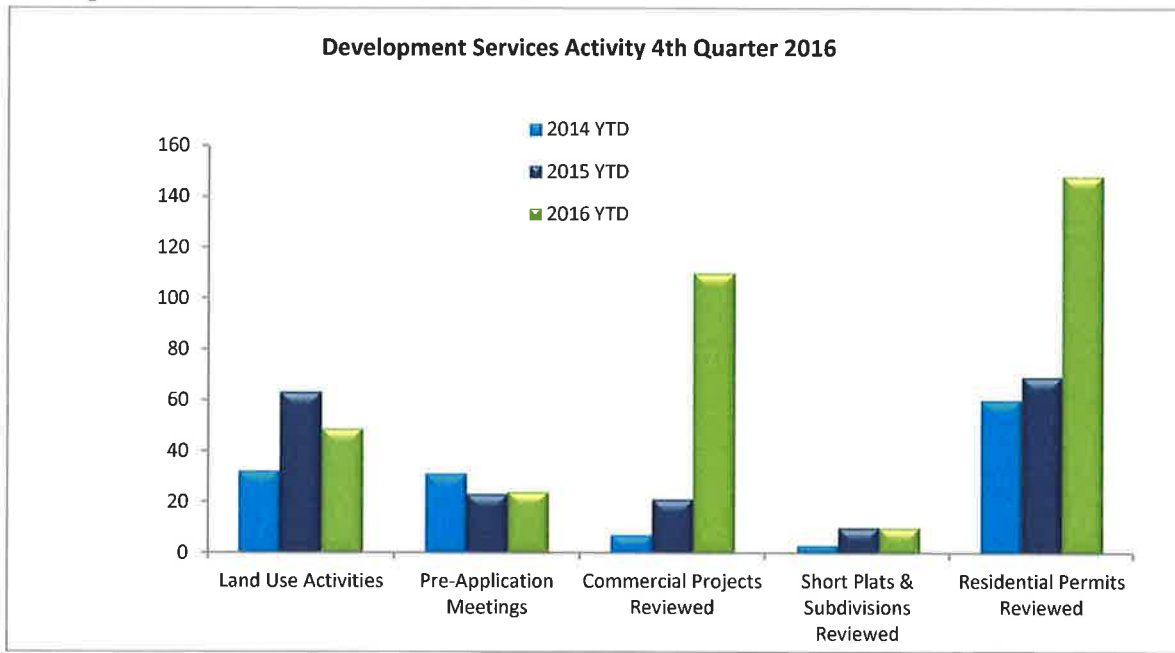
### SR 509 – Puget Sound Gateway Project

Staff attended several steering committee meetings on the project, and discussed WSDOT's travel demand modeling, assumptions and details. In addition, there was discussion of the performance targets and metrics, and how WSDOT would be approaching and evaluating various design options. Staff will attend the executive committee meeting in October, where both the SR 509 and SR 167 projects are discussed in relation to the overall project budget.

## COMMUNITY DEVELOPMENT

### Planning and Development Services Division

As shown in the chart below, commercial and residential project reviews are at exceptional levels. In the last Quarter of 2016, the Planning Division completed 73 project reviews of which 34 were commercial and 39 were residential. In addition, the Department held nine (9) pre-application meetings and received nine (9) new submittals. Of the \$326,200 in revenue received by the PBPW Department, the Planning Division's portion was 9.6% (\$31,345). For more details on specific land use projects, see **Attachment 1** at the end of this report.



## **PLANNING**

### **PR-C Zoning Amendments, LUA2016-0045**

Council directed staff to draft text code amendments to the permitted uses in the Pacific Ridge-Commercial (“PR-C”) Zone north of South 216<sup>th</sup> Street and associated land use and development regulations, and amending chapters 18.52 and 18.135 DMMC, to facilitate development of the Furney property. A public hearing and SEPA DNS notice were provided on 12/6/16. The SEPA comment and appeal periods have lapsed and no comments were received and no appeals were filed. Notice of the proposed amendment and request for expedited review was provided to Washington Department of Commerce on December 19, 2016 and expedited review was granted on January 3, 2017. A City Council public hearing is scheduled for 1/19/17.

### **B-P Screening Requirements, LUA2016-0046**

Staff drafted text code amendments related to screening requirements for roof top mechanical equipment on industrial buildings in the B-P Business Park Zone. A public hearing and SEPA DNS notice were provided on 12/19/16. The SEPA comment period ended on 1/3/17 and no comments were received. The appeal period ends on 1/13/17. Notice of the proposed amendment and request for expedited review was provided to Washington Department of Commerce on December 19, 2016 and expedited review was granted on January 3, 2017. A City Council public hearing is scheduled for 1/19/17.

### **LID Standards, LUA2016-0043**

SEPA DNS issued 11/14/16, comment period ended 11/18/16 and appeal period ended 12/8/16. No comments or appeals were received. A City Council public hearing is scheduled for 1/5/17.

### **W-C Interim Zoning Controls, LUA2016-0013**

Public hearing was held 12/1/16 where Council enacted Ordinance No. 1669 thereby confirming zoning controls previously enacted as interim, amending Footnote 58 of DMMC 18.52.010B, adding a definition to DMMC 18.01.050, regulating the proportion of required commercial uses within Mixed Use Developments, and allowing limited flexibility when specific conditions are met.

### **S 216<sup>th</sup> Street Rezone, LUA2016-0035**

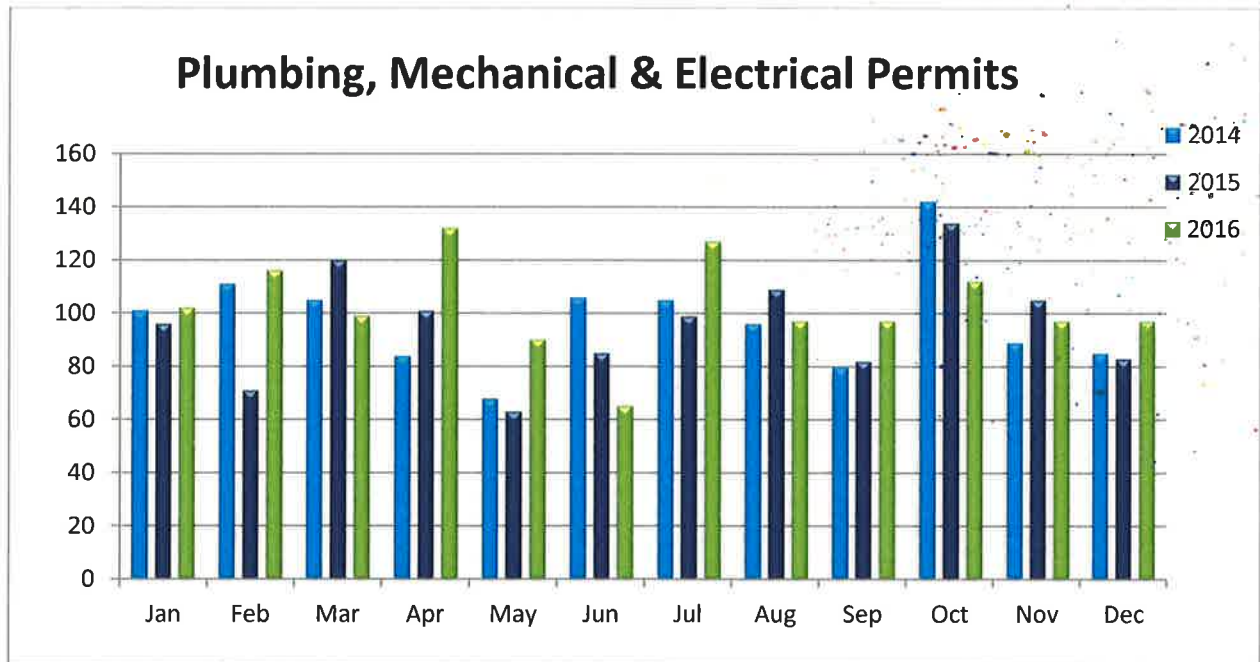
Proposal to rezone Port of Seattle and Washington State Department of Transportation properties adjacent to South 216<sup>th</sup> Street from R-SE Residential Suburban Estates to B-P

Business Park. City Council held a public hearing on 10/13/16 and enacted Ordinance 1663 which became effective on 10/18/16.

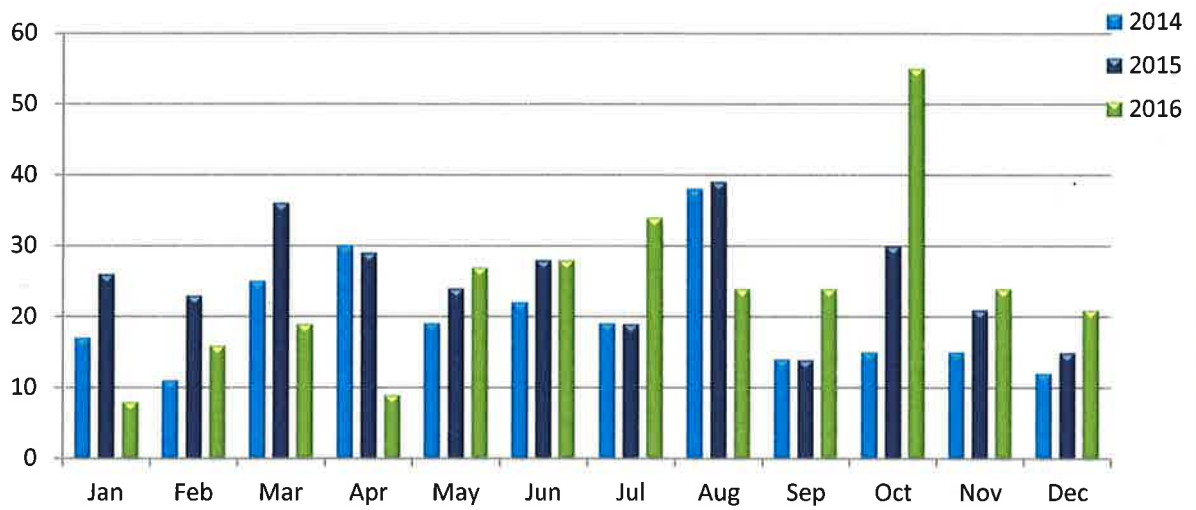
**Title 14 Amendments:** Amendments required to establish building code standards for Link Light Rail. Council approved proposed amendments on 10/13/16 via consent calendar.

### **BUILDING**

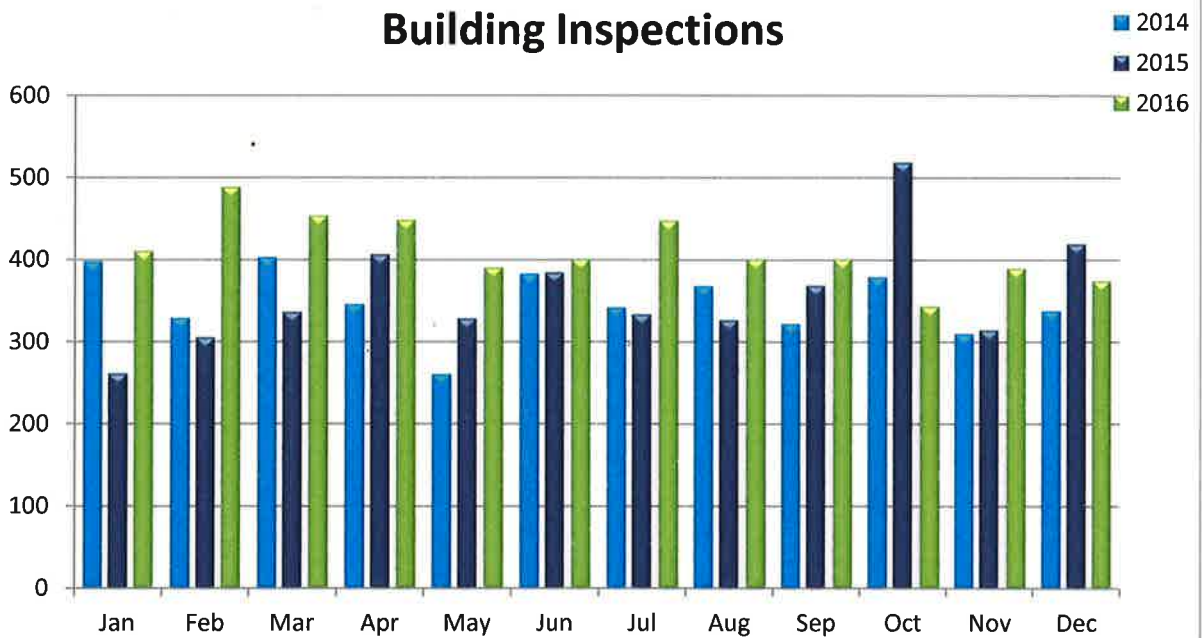
As shown in the following charts, building related activity is trending as expected.



## Building Permits



## Building Inspections



- In the last Quarter of 2016, the Building Division issued 397 permits: 50 Building permits and 347 Electrical, Mechanical and Plumbing permits. The PBPW Department received \$326,200 in revenue and processed \$664,140 in total City receipts. Building Division's portion of PBPW revenues for this period was 86.3% (\$281,737), the Planning Division's portion was 9.6% (\$31,345), and the Engineering Division's portion was 4.1% (\$13,118).
- During the 4<sup>th</sup> Quarter of 2016 permit staff issued 176 online permits out of a total of 397 BLD permits issued (Building, Electrical, Mechanical, and Plumbing). The online permits are limited to over-the-counter (OTC) residential permits that do not require plan review. There were 322 total non-plan review permits (OTC and online) issued in the 4<sup>th</sup> Quarter. That means online permits represented 44% of all permits and 55% of all non-plan review permits issued this month.
- For the year 2016, 1508 total "BLD" permits were issued. The total non-plan review permits issued was 1207. 580 total online permits make up 38% of all permits and 48% of all over-the-counter permits issued last year.
- Total Public Records Requests were reported in a chart earlier in this report. Some of those records requests are processed by the Building Division, in assistance to the City Clerk. During the 4<sup>th</sup> Quarter of 2016, Building Division staff received 37 new public records requests in addition to 16 cases open from earlier and spent 86 hours to provide service. 25 cases were closed during the quarter and 28 are still active.
- For the year, Building Division staff spent 266.5 hours to fulfill 107 Pubic Records Request cases.

### **Building Construction Highlights**

#### **Adriana Mixed Use Project, 22525 7<sup>th</sup> Ave S.**

The third story structural wood framing is underway. Building infrastructure continues to be installed.



**Des Moines Creek Business Park: Phase 1 (2341, 2231, & 2021 S 208<sup>th</sup> Street)**

All three buildings are now fully leased and under contract with tenants. Greencore is located in Building 1-B and working under a Temporary Certificate of Occupancy (TCO) until the building is completed. K-2 Skis is in Building 1-C, and is also operating under a TCO.

**Des Moines Creek Business Park: Phase 3 (2361 & 2141 S 211<sup>th</sup> Street)**

The central portion of the Business Park consists of two warehouse buildings. Partners Crackers will occupy the entire 3-A building and Amerisource will occupy a large portion of Building 3-B. The remainder of the building 3-B has been rented out to two additional tenants. A business called “XPO” has come in for permitting for the southeast area of the building. This company provides distribution services for Boeing parts and will employ approximately 30 persons. The southwest area will be occupied by Bonsai Sushi, a company that produces rice and seafood rolls. Plans have not yet been submitted for the tenant improvement permit.

**Des Moines Creek Business Park: Phase 2 (2200 S 216<sup>th</sup> Street)**

The southern portion of the Business Park development features the FAA building. This project is now well underway. Staff continues to work with the design team on a rolling review process in order to expedite the project. Footings and floor slabs have been installed. Installation and erection of the steel superstructure has begun in earnest.





### **Wesley Homes Project**

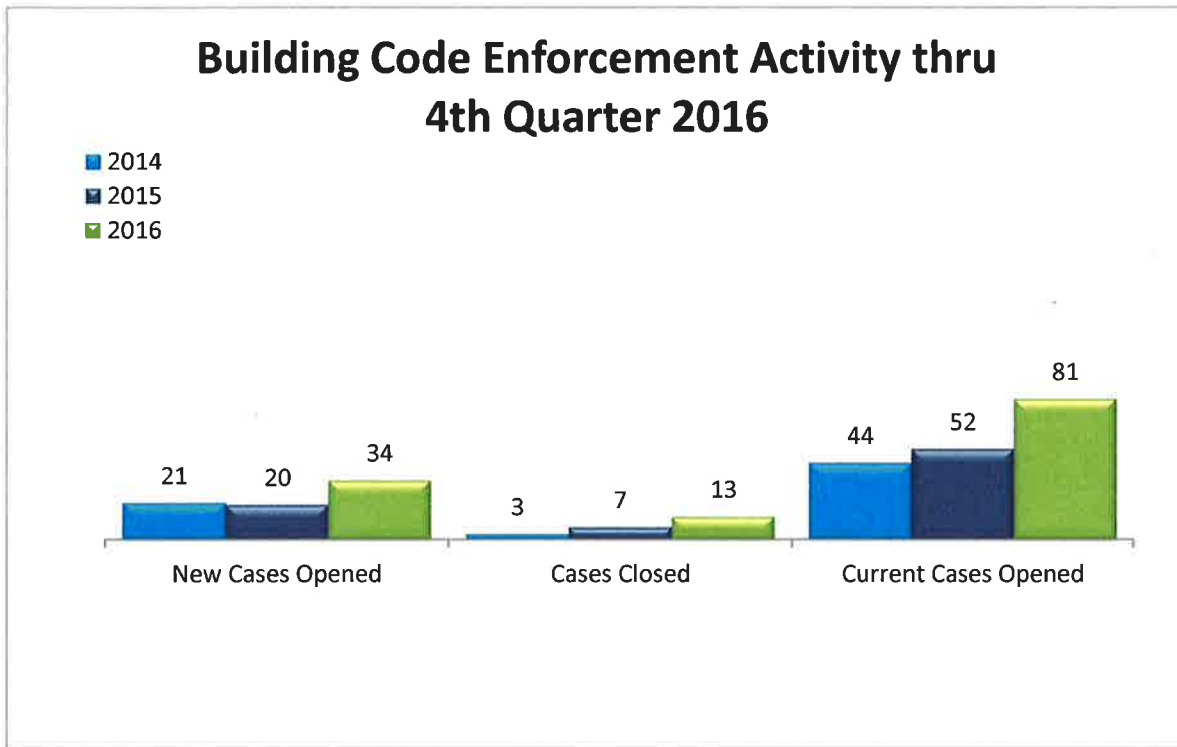
The Wesley Gardens property, located to the west of City Hall at 815 S 216<sup>th</sup>, is under construction as the first phase of this 5-year facility replacement project begins in earnest. Nine cottages are currently under construction in various phases. The first phase will locate the nine buildings at the southeast and southwest corners of the property.

### **Highline Place, 23609 Pacific Highway South**

This project has been on hold since October. The land use and grading permit are waiting for pickup. The main structure permit is also ready to issue once fees and bonds are paid and posted.

### **CODE ENFORCEMENT**

The graph below represents the Building Division's Code Enforcement activity. Activity continues to be brisk at various locations in the City.



## **ENGINEERING**

### **Traffic Engineering and Operations**

#### **Street Lighting**

PSE has completed the 330 lights slated for upgrade to LED in 2015, this completes the 100 watt HPS to LED change out program.

Staff also began to review street lighting in the Pacific Ridge neighborhood, and will be proposing an improvement project later this fall.

#### **Traffic Calming**

Staff received a traffic calming/speed reduction request for 5<sup>th</sup> Ave South near South 222<sup>nd</sup> Street. Staff implemented some initial measures in October and is currently evaluating the effectiveness of the signs and rpms installed.

#### **Marine View Drive and South 240<sup>th</sup> Street**

Staff is responding to concerns about traffic safety at this intersection, and is investigating the possibility of interim traffic controls, until the round-about can be designed and constructed.

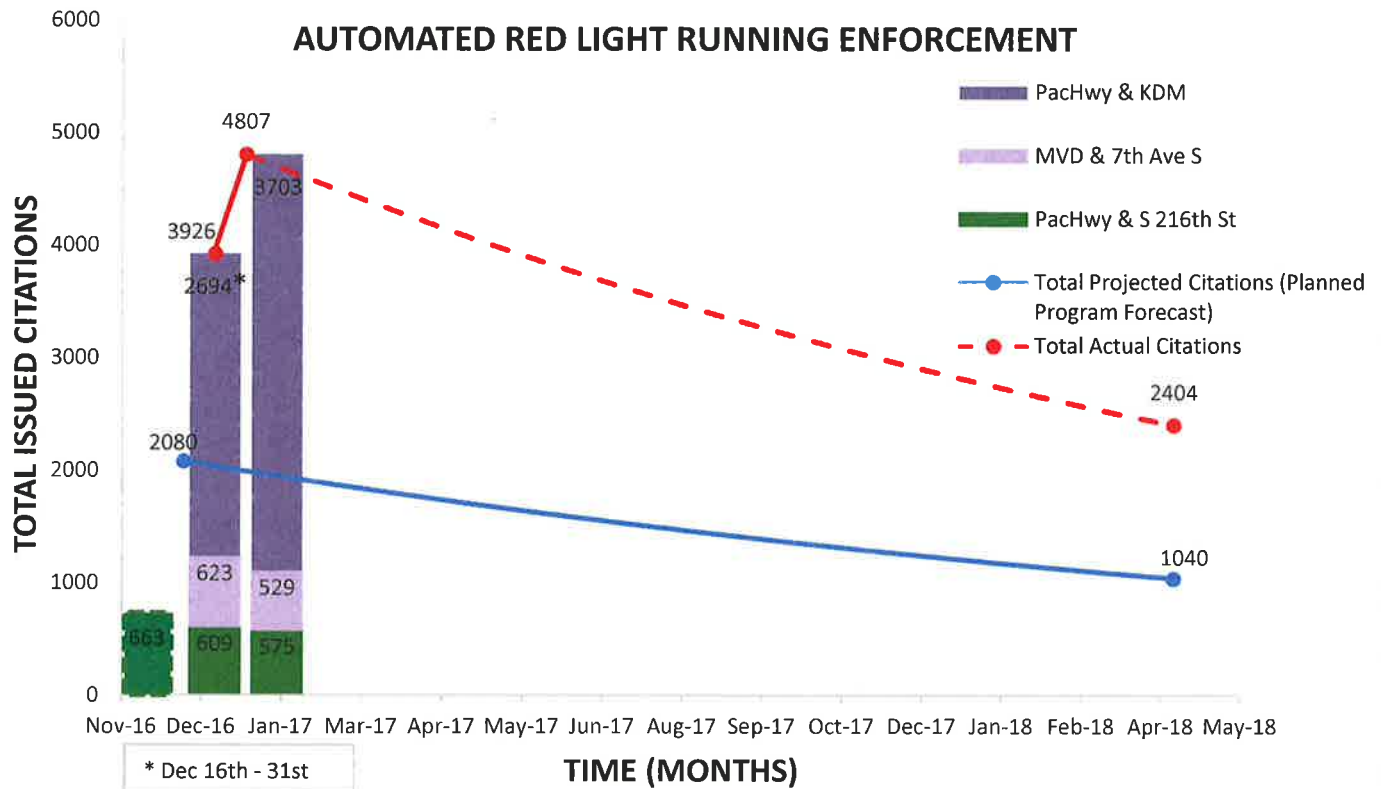
#### **Red Light Running Automated Enforcement**

The Automated Red Light Running Enforcement program was approved by the City Council on April 7, 2016. In the action, the City Council directed staff to enter into a contract with ATS (vendor) to install six locations for enforcement. The primary purpose is to increase vehicle stopping compliance at intersections in an effort to improve safety. While visible flashes from the cameras occur frequently, a commissioned Des Moines Police Officer reviews video for potential infraction before a citation is issued. Those six locations are:

- Southbound and Eastbound at SR-99 (Pac Hwy)/South 216<sup>th</sup> Street
- Southbound and Westbound at SR-99 (Pac Hwy)/SR-516 (KDM)
- Northbound and Southbound at SR-509 (MVD)/7<sup>th</sup> Place South/South 216<sup>th</sup> Street

These six locations were chosen from a group of twenty-one potential locations in partnership with ATS. It was anticipated that these six chosen locations would generate approximately 12,500 violations per year or about 1,042 per month. This 1,042 per month figure assumed an initial tickets/month at the start of the program of around 2,084 per month and slowly tapering to the 1,042 amount after 18 months as drivers in the area modified their behavior. This 10 month trend line was provided to the City as the historical trends seen by ATS in other installations throughout the nation. The above graph shows the actual monthly citations issued at each intersection and the total number of actual citations will be tracked

over time against the anticipated trend line to evaluate the traffic behavior curve specifically for Des Moines.



So where does the money raised by the fines go? The City created the Red Light Camera Program under ordinance which mandates that 100% of all revenues be spent for public safety purposes, DMMC 10.40.070.

For further information, please see the Traffic Camera Program on the City's website.

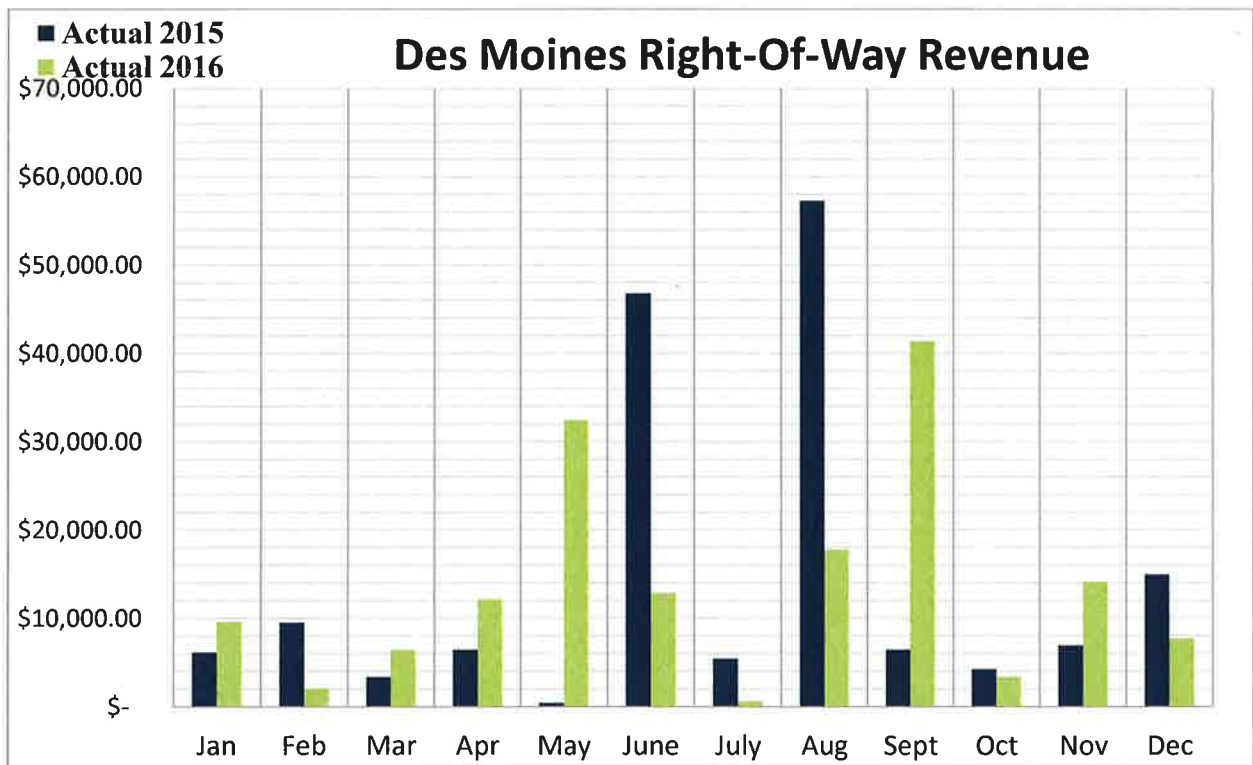
### School Safety

The revenues and trends for the Automated Speed Enforcement Systems on 24<sup>th</sup> Avenue S in front of Midway Elementary School and Pacific Middle School, in addition to Woodmont Elementary School located on 16<sup>th</sup> Avenue S have normalized and we will discontinue reporting on them. Staff will continue to closely monitor the infraction trends in both of these locations.

**Civil Engineering Services**

- **Right-of-Way Use Permits and Inspections:** Fifty-one (51) Right-of-Way permits were processed in 4<sup>th</sup> Quarter with \$25,171 in fees. There was a yearend total of 214 permits processed for 2016 with a fees totaling \$160,459.41, exceeding the budget projections.





#### **Right-of-Way Coordination Activities:**

##### **Portable Basketball Hoops:**

Residents have been placing portable basketball hoops and other types of recreational equipment in and next to roadways that have been a topic of concern regarding safety in the

right-of-way. The City will be placing flyers on this equipment giving residents an opportunity to remove the equipment and place it on their own property. If the equipment has not been removed in the allotted time, the City Maintenance Division will collect, store and then dispose of the material after 14 days.

**Tree Removal:**

Due to the season, we have been receiving more than average requests for tree trimming and removal from residents. City staff is using the new tree ordinance to help determine how to process these requests.

**Citizen Correspondence and Interaction:**

Staff received the following requests from citizens in the 4th Quarter of 2016:

| 2016                                                    | 1 <sup>st</sup> Quarter | 2 <sup>nd</sup> Quarter | 3 <sup>rd</sup> Quarter | 4 <sup>th</sup> Quarter |
|---------------------------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Signs/Traffic Operations                                | 16                      | 15                      | 11                      | 14                      |
| Vegetation/Tree Concerns                                | 10                      | 27                      | 22                      | 12                      |
| Pot Holes/Roadway Surface/Clean up                      | 17                      | 15                      | 16                      | 22                      |
| Traffic Calming                                         | 3                       | 3                       | 3                       | 2                       |
| Transportation Benefit District                         | 0                       | 0                       | 0                       | 0                       |
| Misc. (garbage, animals, catch basins, sidewalks, etc.) | 16                      | 32                      | 17                      | 16                      |
| Redondo Boardwalk                                       | 125                     | 81                      | 29                      | 23                      |

**Multi-Year On-Call Consultant – Task Order Tracking:**

Following is a summary of the On-Call Engineering Services task order assignments for 2016 through 2017:

| <b>Consultant</b> | <b>Task Number</b> | <b>Description</b>                                                  | <b>Amount</b> |
|-------------------|--------------------|---------------------------------------------------------------------|---------------|
| <b>AMEC</b>       | 1                  | Deepdene Plat Landslide                                             | \$3,300       |
| <b>BergerABAM</b> |                    |                                                                     |               |
| <b>Exeltech</b>   | 1                  | South Twin Bridge Joint Repair                                      | \$10,489.50   |
| <b>HWA Geo.</b>   |                    |                                                                     |               |
| <b>KPFF</b>       |                    |                                                                     |               |
| <b>KPG</b>        | 1                  | S 251 <sup>st</sup> Street Storm Outfall                            | \$95,700.84   |
|                   | 2                  | PB&PW Presentation Assistance                                       | \$4,800.00    |
|                   | 3                  | Barnes Creek Trail – SEPA and Staking                               | \$9,677.44    |
|                   | 4                  | S 216 <sup>th</sup> Street – Segment 3                              | \$539,976.35  |
| <b>Parametrix</b> | 1                  | LID Integration into City Code and Design                           | \$90,005.35   |
|                   | 2                  | Vegetation Monitoring                                               | \$9,995.89    |
|                   | 3                  | Woodmont SRTS Walkway Improvements                                  | \$133,668.42  |
|                   | 4                  | Midway Covenant Church Frontage                                     | \$11,516.95   |
|                   | 5                  | ADA Transition Plan                                                 | \$19,984.94   |
|                   | 6                  | Woodmont (16 <sup>th</sup> and 17 <sup>th</sup> ) Storm Connections | \$3,284.39    |
| <b>Tetra Tech</b> | 1                  | Lower Massey Creek Improvements                                     | \$183,048.00  |
|                   | 2                  | Barnes Creek Culvert Replacement                                    | \$340,729.00  |

## **SURFACE WATER MANAGEMENT (SWM) DIVISION**

### **NPDES Permit Activity**

The new Western Washington Phase II Municipal Storm Water Permit became effective on 8/1/13. The 2013 permit contains significant changes including increases in monitoring, inspection, and maintenance requirements; and the addition of low impact development requirements. Summer of 2018 will bring reissued NPDES permits.

The Department of Ecology has announced that NPDES permit audits will begin this year for phase II permittees. They will be rolling out audits by region and in groups, the first jurisdiction to receive audits this year was the City of New Castle. The City of Des Moines will be working to prepare for these audits and provide the appropriate staff training.

### **Public Education, Outreach, Involvement, and Participation**

The City has continued its partnership with Environmental Coalition of South Seattle (ECOSS) to help educate, train, and deliver free spill kits to thirteen Des Moines businesses in 2016. "ECOSS" is a nonprofit organization that encourages urban redevelopment and a healthy environment by providing education, resources and technical assistance to diverse businesses and communities in the Puget Sound region ([www.ecoss.org](http://www.ecoss.org)). The City has met with ECOSS to discuss outreach plans for 2017.

The City has joined multiple other jurisdictions in the pursuit of advertising BMP related coupons and public education through a phone app called Chinook Book. The City has purchased one hundred (100) 12-month subscription cards that will give Des Moines resident's access to the app. The intent of the program is to deliver information and incentives that will change targeted behaviors, a requirement that is set forth in the NPDES permit. This program ends in July 2017.



### **Illicit Discharge Detection and Elimination (IDDE)**



Residents are directed to call 206.870.6869 to report discharges or spills. Residents may also call the Police non-emergency number at 206.878.3301 during times that City Hall is closed. During the months of October through December there were six spill responses to report, with a total of forty-seven for the year.

### **Poverty Bay Shellfish Downgrade**

In association with the NPDES permit's IDDE program the City is in the process of partnering with King County to help the overall reduction and elimination of fecal coliform levels in

Poverty Bay. Poverty Bay is currently under "conditional" restriction for shell fish harvesting and is being threatening to the point of increasing the restriction to "prohibited." As required by state law, King County must create a shellfish protection program within 180 days (March 14, 2017) of the downgrade and implement the program within 60 days after it is established.

An article was published in the Winter City currents introducing the public to the concerns with Poverty Bay.

### **Low Impact Development (LID) Code Integration Project**

Recent NPDES stormwater requirements issued by the Department of Ecology require that by December 31, 2016 municipalities integrate stormwater LID principals and best management practices into local codes and ordinances. Due to unexpected additional documents needing revision the deadline of December 31<sup>st</sup> was not met. A notice of non-compliance was to the Department of Ecology. The LID ordinance was adopted January 5<sup>th</sup> is effective 30 days thereafter. Staff is now working on updating the 1996 Street Standards to include LID as well as preparing information materials for future development.

### **Municipal Operations and Maintenance**

All required public inspections in 2016 have been completed.

### **Maintenance Yard(s) Storm Water Pollution Prevention Plan (SWPPP)**

The City's mechanic shop and Service Center yard have both been inspected to measure their compliance with the SWPPP plan's required BMPs. Both sites have BMPs that are out of compliance. Currently the short term compliance items are being corrected and the long term compliance items are being implemented into a plan.

### **Pipe Program Tracking**

Beginning last year, staff began tracking participation in the Pipe Program. This program was established nearly 20 years ago and has been a very successful and popular way to fill and pipe many of the City's road side ditches. Because the pipe work benefits both the City and property owners, each pipe project involves a contract between the City and property owner whereby the property owner pays for the material costs and the City provides the labor

and equipment to perform the project. On average each year, nearly a dozen projects are done installing more than 1,000 feet of storm pipe. However, due to the need to meet NPDES permit maintenance requirements the Pipe Program work has been temporarily put on hold. In the meantime, staff will continue to take requests for the program and provide cost estimates to interested property owners. As of December, seven (7) requests are awaiting installation.

### **Deepdene Plat Landslide**

Following heavy rains early this year a landslide developed at the 260<sup>th</sup> storm outfall to Puget Sound. City crews made a repair to the outfall and engineering staff will be monitoring the repair work throughout the winter. Staff has also met with the adjacent property owners to determine if there is any interest in partnering in a pipe repair/slope stabilization project.



## **PUBLIC WORKS & PARKS MAINTENANCE**

### **Public Works & Parks General Information**

Winter is here and with the cold weather maintenance staff is busy prepping roadways with de-icer and sanding trucks stand at the ready. Potholes in roadways continue to be filled and repaired as needed and vegetation issues dealt with. For the SWM division, this means shifting their focus to weather related incidents and monitoring/clearing catch basins of leaves and debris so they are able to handle winter related weather. In response to Department of Ecology concerns, the entire maintenance staff has been re-organizing the Service Yard to bring it into compliance with NPDES requirements.

### **Streets Division**

4<sup>th</sup> quarter projects include repairing tree damaged asphalt at 219<sup>th</sup> and 7<sup>th</sup> Ave; thermoplastic edge line installed at 272<sup>nd</sup> and 12<sup>th</sup> Avenue; grinding up and relocating the stop bar on short notice for the new photo enforcement system at the intersection of Pacific Highway and S 216<sup>th</sup>, Street; assisting on installing photo enforcement signs at all three camera locations; repaired damaged guardrail at 240<sup>th</sup> Street and Marine View Drive; working with the other crews on the reorganization of the Service Yard to bring it into compliance with NPDES requirements.

Traffic activities include repairing and installing 128 signs (48 work orders); 10 sign inventory updates, Redondo Christmas Ship traffic control; 2016 night time sign inspections; swapped out Do Your Part to Control Litter signs with Watch for Ice signs; and various Cityworks and Freelance App updates.



### **Surface Water Management (SWM) Division**

Maintenance work this quarter consisted of catch basin (CB) maintenance, ditch maintenance, material hauling/disposal and utility location services. The focus this year in SWM Maintenance has been to complete the catch basin inspections and repairs per the guidelines in the City's NPDES permit. One project was completed and the 272<sup>nd</sup> Street Storm Pipe Project was begun. Beach Park ditch line project and Des Moines Creek Trail ditch line projects were completed. 130 yards of ditching spoils, catch basin debris and street sweepings were disposed; 360 utility locates were done for a yearly total of 1080; and 43 work orders were completed.



### **Parks Division**

#### **4<sup>th</sup> Quarter Projects**

Rolled the turf at the Fieldhouse and Beach Park meadow; removed the old playground area at Cecil Powell Park, applied topsoil and seeded; aerated, thatched, over seeded, fertilized and top dressed Underwood fields; fertilized and over seeded the Fieldhouse field; replaced picnic table boards at Beach Park; began leaf blowing the Des Moines Creek Trail; cleared acres of brush from Parkside Park, Underwood Park and the Activity Center; removed dangerous and dead trees from Parkside Park; repaired benches on 7<sup>th</sup> Avenue and in Beach Park; repaired drainage in the play area at the Fieldhouse; Activity Center flowerbed work;

installed holiday lights and decorations at Big Catch Plaza; deck repair at Beach Park and started Service Center Yard work (Ecology)

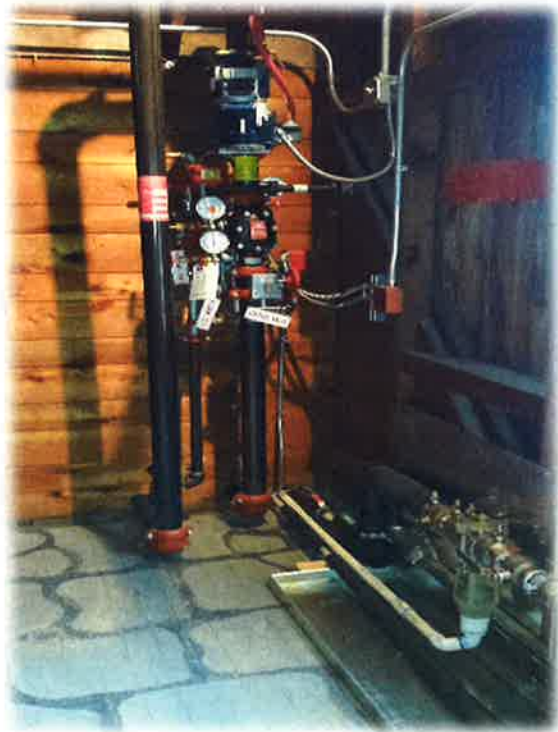


### **Facilities Division**

Facilities work in the 4<sup>th</sup> quarter included general building maintenance and repairs, management and coordination of vendors to include fire and security system inspections and locks replacements. Facilities Maintenance consists 1 person that is tasked with keeping all City facilities up and running. He performs routine maintenance that includes HVAC, plumbing, electrical and lock repair; monitors, coordinates and inspects contracted services for pest control, security alarms, sprinkler systems and HVAC maintenance. He is also instrumental in repairing any damage from wire thefts at our parks.

### **4<sup>th</sup> Quarter Projects**

Installed a new hot water heater at the Police Station; also cleaned and the building's roof and gutters; repaired hot water/power issue at the Auditorium; rebuilt the in-ground flag lights at Underwood Park; repaired the dishwasher at the Activity Center; remodeled City Manager's office which included painting the office and assembling new furniture; replaced the HVAC system in the Police Department server room; and repaired the Dining Hall fire suppression room.



### **Fleet Maintenance Division**

There are only 1.5 staff in Fleet Maintenance that tend to all the City's vehicles and equipment. They perform routine maintenance on vehicles; prepare all old vehicles for surplus and order all new vehicles and equipment; install any aftermarket products on vehicles and equipment; and provide CDL training to new employees.

### **4<sup>th</sup> Quarter Projects**

Performed 60 maintenance services on various vehicles; repaired the millennium trailer fender damaged in an accident; took 6 vehicles to surplus; repaired the mobile compressor; repaired the arrow board and traffic advisers; repaired the de-icer pump; purchased the new loader and street department work truck, 6 police vehicles and one aerial work platform; and took delivery of the new Activity Center 15-passenger van.



| <b>2016 VEHICLE SURPLUS TRACKING</b><br><b>(Council Resolution No. 16-015)</b> |                                                                         |                            |                 |                  |
|--------------------------------------------------------------------------------|-------------------------------------------------------------------------|----------------------------|-----------------|------------------|
| NUMBER                                                                         | DESCRIPTION                                                             | APPROXIMATE<br>VALUE       | SURPLUS<br>DATE | SURPLUS<br>VALUE |
| 511                                                                            | Tan 2005 Ford Taurus, License 38322,<br>VIN#1FAHP53285A26600            | \$1,000                    | 12/13/2016      | \$2,233.51       |
| 523                                                                            | Blue 2008 Ford Crown Vic, License<br>47415D, VIN#2FAHP71V88X145999      | \$1,500                    | 12/13/2016      | \$1,693.51       |
| 522                                                                            | Blue 2011 Ford Crown Vic, License<br>52821D, VIN#1FABP7BV0BX182735      | \$1,500                    | 12/13/2016      | \$2,683.51       |
| 530                                                                            | Gray 2011 Ford Crown Vic, License<br>52137D, VIN#2FABP7BVXBX116581      | \$2,000                    | 12/13/2016      | \$2,233.51       |
| 538                                                                            | Blue 2011 Ford Crown Victoria, License<br>52135D, VIN#2FABP7BV8BX116580 | \$2,000                    |                 |                  |
| 529                                                                            | Blue 2007 Chevrolet Tahoe, License<br>541351D, VIN#1GNFK03087R354149    | \$4,000                    | 12/13/2016      | \$7,622.55       |
| 516                                                                            | Blue Dodge Caravan, License 45124D,<br>VIN#1D8GP24E57BG195962           | \$1,500                    | 12/13/2016      | \$4,472.55       |
| P-200                                                                          | Green 2653A John Deere Mower,<br>VIN#TC2653D100590                      | \$2,500                    | June 4th        | \$2,500          |
|                                                                                |                                                                         | TOTAL SURPLUS<br>RECEIVED: |                 |                  |

## **Attachment 1**

### **Land Use Activity Summary**

#### **Commercial Scale Projects Pending Review/Approval**

- Wesley Homes, 815 S 216<sup>th</sup> Street, LUA2015-0035: Planning approved building plans for nine cottages 10/24/16. Preconstruction meeting on 10/19/16.
- Kent Self Storage Lot Line Adjustment & Building Permit (RPLL-2164197 & Parcels 2122049029 & 2122049183): City of Kent is lead agency. Portion of project is within the City of Des Moines (parcel 2122049029). A lot line adjustment to the jurisdictional boundary is proposed. Two storm detention vaults are proposed for under the proposed parking lot on the portion of property within the City of Des Moines. Comments for both the LLA and civil plans were sent in mid-December.
- DM Mixed Use, 7<sup>th</sup> Avenue S/227<sup>th</sup> S, 8/3/15, LUA2015-0044: Design Review application for a mixed use project that will include 10 residential units above ground floor commercial space and associated parking. NOCA issued on 8/17/15. Comments due to Planning 9/4/15. Design review comments sent on 9/23/15. Design review revisions submitted 12/7/16. Staff review in progress.
- Highline College Master Plan, 2400 South 240<sup>th</sup> St, LUA2016-0025: Review of Campus Master Plan underway. A SEPA threshold Mitigated Determination of Non-significance was issued on 11/21/16 and the respective comment and appeal periods lapsed. No comments were received and no appeals were filed. A City Council public hearing on the master plan approval is scheduled for 1/12/17.
- Highline College Building 26, 9/21/16, LUA2016-0040: Application for renovation of Building 26 at Highline College for Health and Life Science programs. The project consists of approximately 32,000 sf of renovation and 15,000 sf of addition. Design review in progress.
- WaterView Crossing (DEVCO), Pacific Highway S and S 220<sup>th</sup> Street, LUA2015-0013: Mixed use project with 320 units of multifamily housing and approximately 18,000 sf of commercial space. An application for revisions to the 3/25/16 Design Review Determination was submitted on 12/14/16. Design review is underway.

#### **Subdivision Pending Review Approval**

- Warren 4 Lot Short Plat, 900 S 242<sup>nd</sup> St, 5/7/15: Construction of civil improvements underway.
- Breckenridge 7 lot Short Plat, 25316 22<sup>nd</sup> Ave S, 7/16/15, LUA2015-0039: Lot line adjustment to incorporate additional area for cul-de-sac recorded 7/14/16. Preliminary plat approval issued 7/22/16.
- Casey Short Plat, 10<sup>th</sup> Avenue S/S226<sup>th</sup> Street, LUA2016-0038: Application submitted on 9/9/16. Application put on hold on 11/15/16 due to street improvement requirements.
- Wang Short Plat, 23206 Marine View Dr. S., LUA2016-0048: Application for 4 lot short plat submitted on 12/09/2016. NOCA provided on 12/27/16. Noticing instructions sent on 1/10/17.

### **Land Division Requests with Approvals, Pending Construction**

- Pacific Heights PUD, 77 lot PUD, 15xx S 279<sup>th</sup> Place, 6/1/11, LUA2012-0001: Civil plans approved 10/18/16. Waiting for applicant to post bonds.
- Highline View Estates, 21 lot PUD, 21xx S 240<sup>th</sup> St, 9/01/06, LUA07-004: Civil improvements are under construction. Staff working with the applicant to develop a punch list of items to be completed prior to bringing Final Plat to Council. Final plat documents sent to consultant AHBL to complete lot closures.

### **Shoreline and Critical Area Projects Pending Review/Approval**

- Im, 27419 8<sup>th</sup> Avenue S, 6/25/10, LUA2012-0023: Review of applications for a Shoreline Variance and Shoreline Conditional Use Permits related to unpermitted work on the subject property. On 11/2/16 the Washington State Department of Ecology issued a decision to disapprove the Shoreline Variance and to partially approve with conditions the Shoreline CUP. On 11/23/16, the Applicant filed an appeal of the Ecology's decision with the Shoreline Hearings Board. On 1/11/17, City Staff and consultant met with the Applicant's project team to discuss outstanding questions and next steps.
- PSE Bulkhead Repair, 11/4/15, LUA2015-0058: Preconstruction meeting held on 10/12/16. New stairs are not complete yet. Otherwise, construction is close to completion.
- Seymour Residence Soldier Pile Wall, LUA2016-0011: Application for a Shoreline Substantial Development Permit and SEPA review. Hearing Examiner issued a decision to approve a Title 16 variance on 10/4/16.
- Stoher SFR, 11/4/15; LUA2015-0057: Application submitted 11/4/15 for SEPA review, Shoreline Variance review, and Flood Hazard Area review for the demolition of an existing single family residence and construction of a new SFR. NOIA issued on 11/4/15. Staff provided follow-up response to applicant questions on shoreline variance requirements on 12/15/15. Applicant resubmitted and NOCA provided on 12/28/16.
- Chang Remodel, LUA2016-0016: Application for Shoreline Exemption submitted on 5/12/16. Comment letter sent on 5/18/16. Application was approved on 10/25/16 and building permit was issued.
- Stamets Driveway, LUA2016-0017: Application for Shoreline Review submitted on 5/13/16. Applications for a Shoreline Substantial Development Permit and a Shoreline Variance submitted on 9/12/16. City Council remanded decision to the Hearing Examiner. Public hearing before the Hearing Examiner was held 12/2/16. On 12/13/16, the Hearing Examiner conditionally approved the Shoreline Variance. The City issued a Shoreline Substantial Development permit decision on 12/20/16. Materials were sent to Ecology on 12/20/16 as they make the final decision.
- Doxon Swimming Pool, 9/6/16, LUA2016-0037: Applications for a Shoreline Substantial Development Permit and Grading Permit associated with the construction of a 16'x32' swimming pool. NOCI sent on 10/3/16. On 12/21/16, City Staff met with the applicant and Ecology's Shoreline Administrator to discuss shoreline permitting and it was determined that a Shoreline Variance would not be required. NOCA was provided on

11/28/16. Staff is working with applicant on coordinating the noticing for the Shoreline Substantial Development permit.

- Yasuda Mooring Buoy, LUA2016-0036: Application received on 10/27/16 for a shoreline exemption to install a mooring buoy. Notice of incomplete application sent 9/21/16. Additional information submitted 10/31/16. Notice of complete application sent on 11/1/16. Waiting on applicant to arrange noticing.
- Spridgeon Remodel, LUA2016-0049: Submitted under BLD2016-0820. Proposed deck and whole home remodel is within the Shoreline jurisdiction. Applicant applied for a Shoreline Exemption on 12/15/16. Shoreline Exemption Determination issued 1/13/17.
- Peters Residence, BLD2016-0641: New SFR received on 6/7/16. Resubmittal received on 12/30/16 with wetland and stream report. Applicant notified on 1/10/17 that critical area review is required for the wetland buffer reduction.
- Miller, BLD2016-0380: New SFR received on 4/7/16. A second set of review comments were sent to the applicant on 5/27/16. Third comment letter sent on 6/2/16. Planning met with applicant. Applicant is working on revisions. Architect contacted City staff on new design feedback in late December. Engineer has been hired and has contacted the City staff asking how to resolve design.

#### **Pre-Submittal Assistance**

- Citadel-Local 242, 22323 Pacific Highway South: City staff have been in discussions with property owner regarding proposed use of the property for offices and union meetings and the associated parking requirements.

#### **Pre-Application Meetings**

- PA2016- 0013 Blueberry Lane II (4-lot Short Plat): Proposal to subdivide two parcels (0522049006 and 0522049026) into a 4 lot short plat.
- PA2016- 0014 Blueberry Lane III (5-lot Short Plat): Proposal to subdivide parcel (3917400130) into a 5 lot short plat.
- PA2016-0015 Coherent Holdings Lot Line Adjustment, PIN 3222049092 and 3222049022: Coherent Holdings LLC owns PIN
- PA2016-0016, PSE Bonding Box Repair: Pre-app meeting held on 11/12/16. The bonding box structure has reached the end of its service life and must be excavated and renovated to prevent the release of mineral oil used to buffer submarine cables that span Puget Sound.
- PA2016-0017, Zheng LLA & Short Plat: Pre-app meeting held 11/9/16. Proposal to complete a LLA and short plat to create two single family lots.
- PA2016-0019, Luzee Short Plat: Pre-app meeting scheduled for 11/23/16. Proposed short plat would create two single family lots.
- PA2016-0018 Andros Residential Development: Pre-app for multifamily development for several parcels including PIN #0822049002 held 11/16/16.
- PA2016-0020 Akinlosotu Short Plat: Pre-app for short plat at 23411 14th Avenue South held 11/30/16.
- PA2016-0021 Gospel Christian Academy: Pre-app for change of use to a school at 1807 South 223rd Street held 12/7/16.

### **City Services, Project Management and Coordination**

- Barnes Creek Nature Trail, LUA2016-0039: SEPA DNS issued on 9/20/16. Comment period ended on 10/4/16 and appeal period ended on 10/14/16. One comment letter was received and no appeals were filed.
- Marina and Beach Park Pay Parking, 5/4/16, LUA2016-0015: A Shoreline Substantial Development Permit Decision was issued on 1/5/17 and transmitted to Ecology. Ecology's 21-day appeal period ends 1/30/17.
- Wasson House Reuse/Redevelopment Feasibility Study: Contracted with consultant Theresa Dusek to complete a shoreline/environmental review in that will feed into a feasibility study for the reuse/redevelopment of the Wasson house/property. A draft study was provided to the City on 12/3/16. Staff met on 12/14/16 to discuss initial findings and provide comments to Consultant. Staff also had a discussion with Ecology Shoreline Administrator on 12/21/16 to discuss options for limited amendments the Shoreline Master Program and permitting.

### **Business Licenses & Minor Home Repair**

#### **Business License Recap:**

There were a total of 1,792 new and renewed business licenses processed in the 4th quarter of 2016, including 1,687 renewals and 105 new licenses, totaling \$183,352.50. Of the 1,792 business licenses processed, 197 were applied for online.

#### **Minor Homes Repair Recap:**

There were five families helped in the 4th quarter. Several plumbing projects were completed, including the replacement of a hot water tank, and three faucet replacements. Several homes were weatherized, and two roofs, gutters and downspouts were cleaned. The 2015 grant funding period closed in December. The 2016 CDBG Minor Home Repair grant amount has been released. Each City in the Interlocal has \$31,625 project dollars to use toward the repair and maintenance of City residents' homes. There are six people on the waiting list with projects scheduled to start soon.

## CITY COUNCIL MONTHLY FINANCIAL REPORT

## GENERAL FUND MONTHLY REPORT

## REVENUES &amp; EXPENDITURES

## DECEMBER

|                 |                         | 2016<br>Budget<br>Annual | 2016<br>Actual<br>Year to Date | %           | 2015<br>Actual<br>Annual | 2015<br>Actual<br>Year to Date | %           |
|-----------------|-------------------------|--------------------------|--------------------------------|-------------|--------------------------|--------------------------------|-------------|
| <b>REVENUES</b> |                         |                          |                                |             |                          |                                |             |
| 310             | Taxes                   | 12,024,912               | 12,580,218                     | 105%        | 11,732,376               | 11,732,376                     | 100%        |
| 320             | Licenses & Permits      | 1,962,670                | 2,347,030                      | 120%        | 2,048,118                | 2,048,118                      | 100%        |
| 330             | Intergovernmental       | 642,875                  | 755,612                        | 118%        | 680,664                  | 680,664                        | 100%        |
| 340             | Charges Goods/Services  | 3,569,826                | 3,563,398                      | 100%        | 3,007,395                | 3,007,395                      | 100%        |
| 350             | Fines & Forefeitures*   | 221,350                  | 208,959                        | 94%         | 237,702                  | 237,702                        | 100%        |
| 360             | Misc Revenues           | 631,800                  | 624,353                        | 99%         | 369,181                  | 369,181                        | 100%        |
| 380             | Other Financing Sources | -                        | 12,467                         |             | 24,570                   | 24,570                         | 100%        |
|                 | <b>TOTAL</b>            | <b>19,053,433</b>        | <b>20,092,037</b>              | <b>105%</b> | <b>18,100,006</b>        | <b>18,100,006</b>              | <b>100%</b> |

## EXPENDITURES

|     |                           |                   |                   |            |                   |                   |             |
|-----|---------------------------|-------------------|-------------------|------------|-------------------|-------------------|-------------|
| 021 | City Council              | 80,227            | 80,809            | 101%       | 65,728            | 65,728            | 100%        |
| 022 | Muni Court                | 868,613           | 963,710           | 111%       | 954,950           | 954,950           | 100%        |
| 023 | City Manager              | 1,538,326         | 1,513,871         | 98%        | 1,490,849         | 1,490,849         | 100%        |
| 024 | Financial & Tech Services | 2,129,087         | 1,727,221         | 81%        | 1,397,379         | 1,397,379         | 100%        |
| 026 | Legal                     | 574,861           | 575,225           | 100%       | 578,925           | 578,925           | 100%        |
| 030 | Police                    | 8,228,758         | 8,056,573         | 98%        | 7,578,932         | 7,578,932         | 100%        |
| 040 | Plan, Bldg & PW Admin     | 3,547,616         | 3,575,947         | 101%       | 3,350,194         | 3,350,194         | 100%        |
| 045 | Recr, Sr. Serv & Rentals  | 1,877,305         | 1,903,819         | 101%       | 1,903,281         | 1,903,281         | 100%        |
| 050 | NonDepartmental           | 133,872           | 140,250           | 105%       | 121,877           | 121,877           | 100%        |
|     | <b>TOTAL</b>              | <b>18,978,665</b> | <b>18,537,425</b> | <b>98%</b> | <b>17,442,115</b> | <b>17,442,115</b> | <b>100%</b> |

## REVENUES MORE THAN OR

## (LESS THAN) EXPENDITURES

|        |           |         |         |
|--------|-----------|---------|---------|
| 74,768 | 1,554,612 | 657,891 | 657,891 |
|--------|-----------|---------|---------|

December is 12 months of 12 100.0%

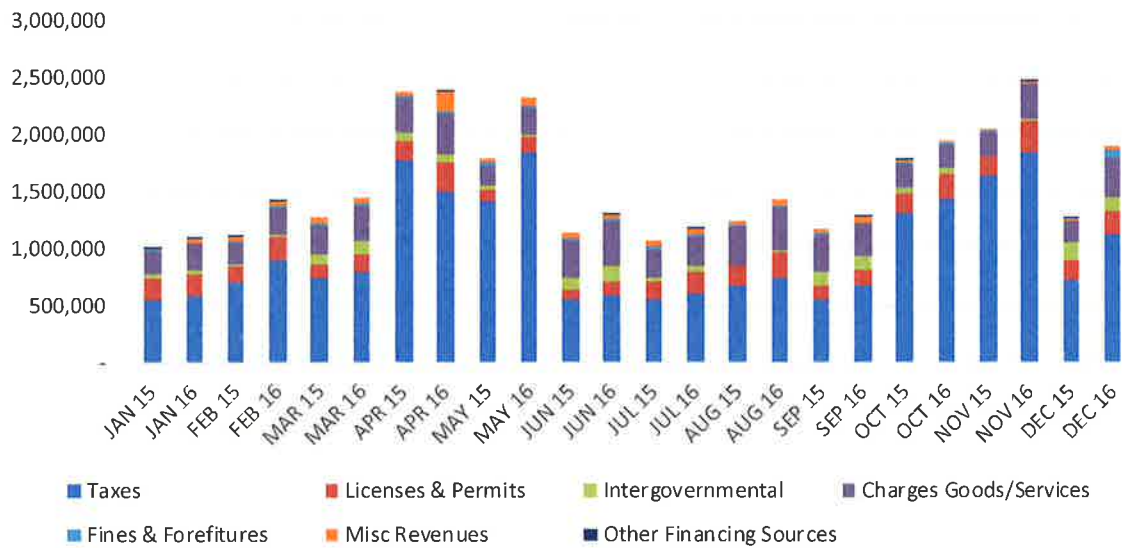
## Actual One-time Revenues &amp; Transfers-Out Year to Date (in Addition to the Above Revenues &amp; Expenditures)

|                         |                  |                |
|-------------------------|------------------|----------------|
| Property Tax            | 151,515          | 139,044        |
| Sales Tax and B & O Tax | 593,179          | 413,306        |
| Permits and Plan Review | 1,524,590        | 299,844        |
| Transfers Out           | (722,435)        | -              |
|                         | <u>1,546,849</u> | <u>852,194</u> |

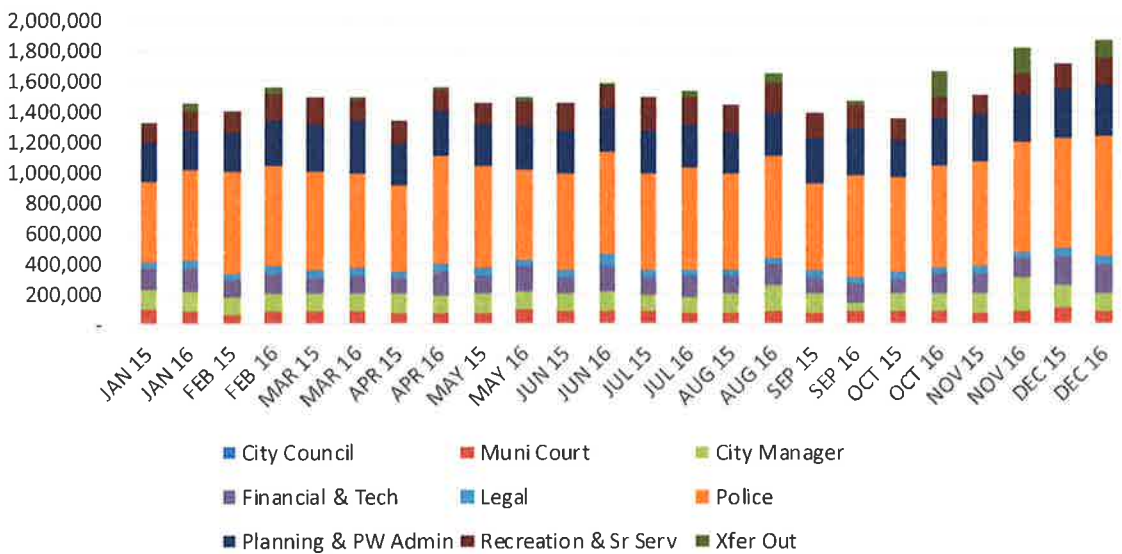
The above revenues include only ON-GOING revenues and now EXCLUDE ONE-TIME revenues. See graphs below for monthly tax revenue information.

- Municipal Court expenses are running high due to the settlement of the court clerk union contract, extra wages paid to finalizing scanning of court records, settlement of credit card fees, and the addition of additional position last quarter 2016.
- City Manager is running low due to the on-going vacancy in the Executive Asst/HR Technician position and the vacant City Manager position.
- Finance & Technology is low due to moving the Technology division from an internal service fund to a division of the General Fund. The portion of spending related to serving other funds was not included in the original budget. This was picked up as a 2016 Revised Budget Adjustment.
- Legal was able to reduce other operating costs and absorb the retirement and cash out of benefits for the City Attorney.
- NonDepartmental expenditures relate to contracted services for fire suppressions, fire investigation, and pollution control as well as city wide memberships in various organizations. The cost of fire suppression was \$4K more than budget and a \$3K membership to South Side Alliance was not in the original budget but later approved.
- Intergovernmental revenues generally come from the state quarterly (but not all in the same months). E.g. liquor tax sharing, city assistance, marijuana tax sharing, etc.
- Misc. Revenues includes facility rentals, interest, etc.

### General Fund Revenues by Month

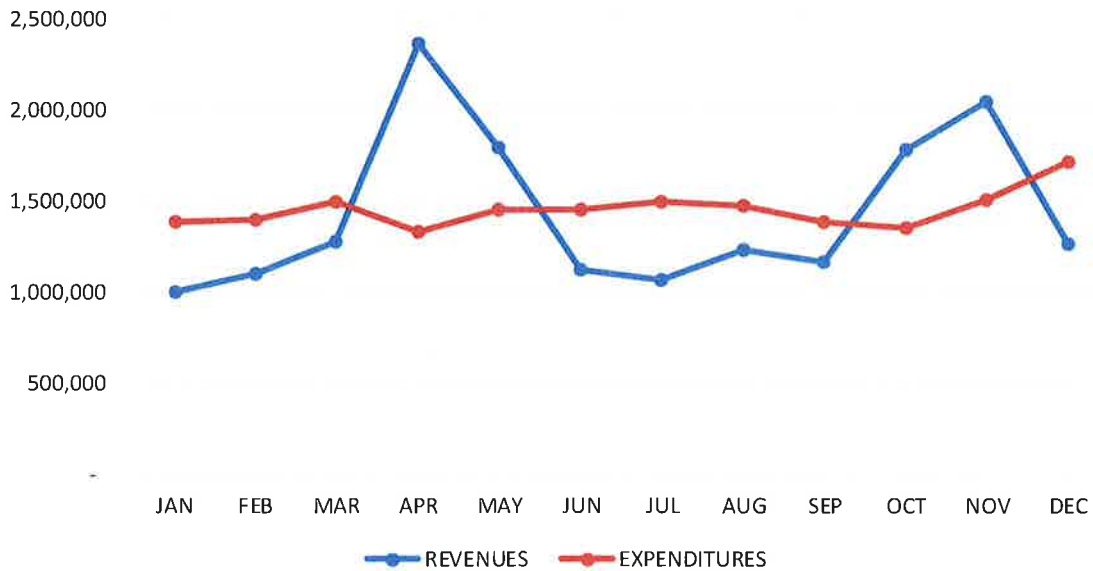


### General Fund Expenditures by Month

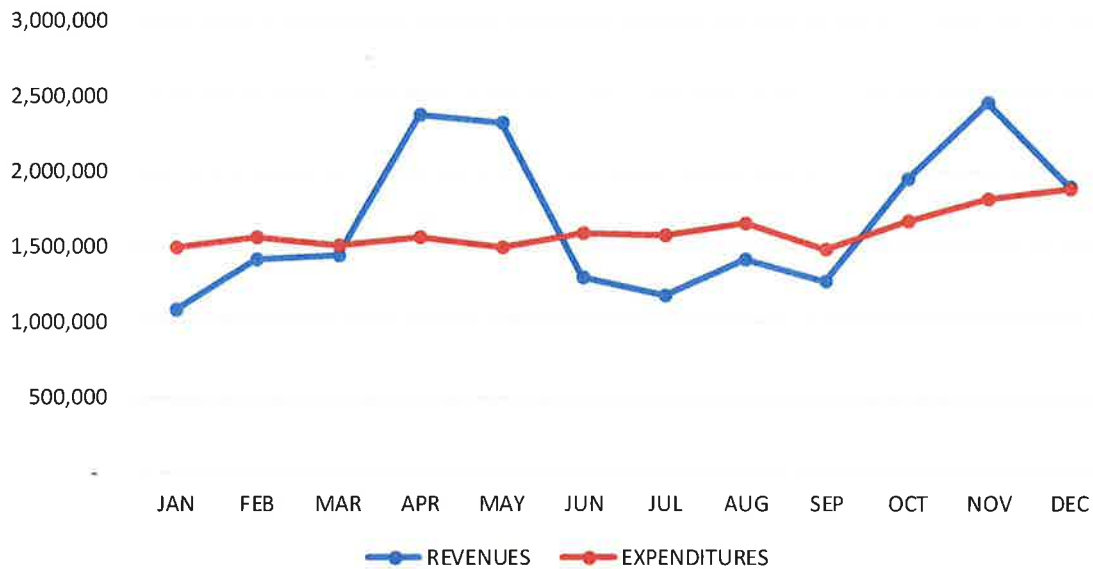


The above graph INCLUDES only ON-GOING revenues and EXCLUDES ONE-TIME revenues.

### 2015 General Fund Monthly Activity



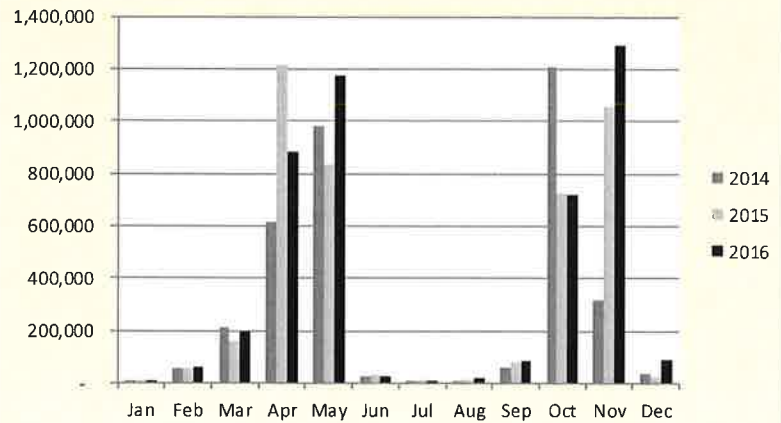
### 2016 General Fund Monthly Activity



- December 2016 revenues are more than December's expenditures (\$1,554,612) but are over (11%) last year's December's revenue (\$1,992,031). As Technology Services was moved to the General Fund (from separate internal service fund) then General Fund now has internal service revenue from other funds each month.
- December 2016's expenditures were \$18,537,425 which is \$1,095,310 (6.3%) more than December 2015.

**2016 YTD Compared to 2015 YTD:****349,118    8.3%**

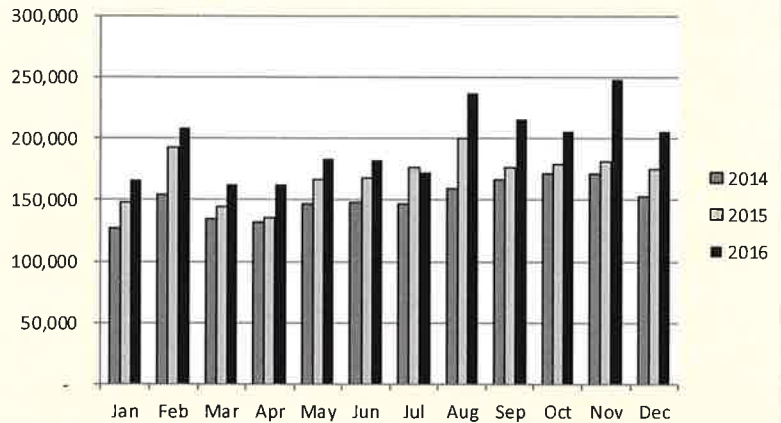
|               | <b>2016</b>      | <b>2015</b>      | <b>2014</b>      | <b>% Mo Chg</b> |
|---------------|------------------|------------------|------------------|-----------------|
| Jan           | 9,718            | 7,766            | 11,423           | 25.1%           |
| Feb           | 62,078           | 55,462           | 57,840           | 11.9%           |
| Mar           | 192,691          | 159,802          | 215,499          | 20.6%           |
| Apr           | 884,255          | 1,214,531        | 615,905          | -27.2%          |
| May           | 1,172,679        | 834,623          | 981,322          | 40.5%           |
| June          | 24,323           | 34,134           | 26,089           | -28.7%          |
| Jul           | 8,130            | 12,380           | 12,065           | -34.3%          |
| Aug           | 19,914           | 15,762           | 7,950            | 26.3%           |
| Sep           | 87,561           | 76,908           | 60,275           | 13.9%           |
| Oct           | 721,023          | 723,002          | 1,207,885        | -0.3%           |
| Nov           | 1,292,382        | 1,054,756        | 316,753          | 22.5%           |
| Dec           | <b>92,696</b>    | <b>29,206</b>    | <b>40,485</b>    | <b>217.4%</b>   |
| <b>Totals</b> | <b>4,567,450</b> | <b>4,218,332</b> | <b>3,553,491</b> |                 |

**2016 YTD Compared to Annual Budget: 4,573,530    99.9%****PROPERTY TAXES****2016 YTD Compared to 2015 YTD:****307,182    15.0%**

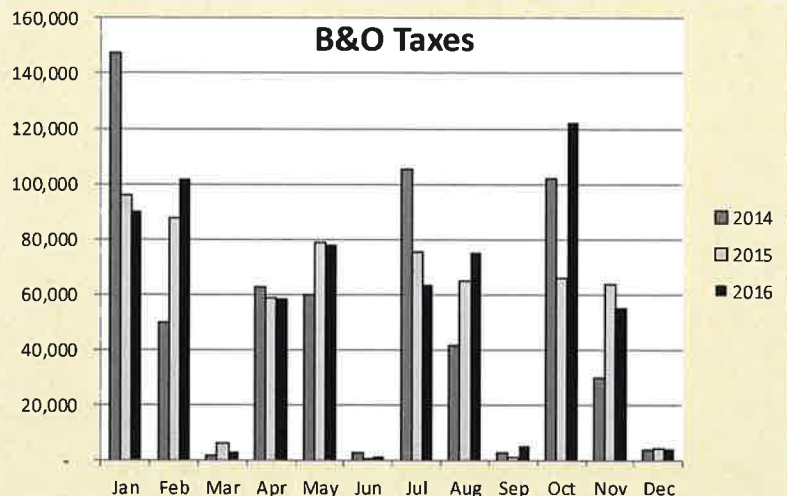
|               | <b>2016</b>      | <b>2015</b>      | <b>2014</b>      | <b>% Mo Chg</b> |
|---------------|------------------|------------------|------------------|-----------------|
| Jan           | 166,482          | 148,542          | 126,879          | 12.1%           |
| Feb           | 207,580          | 192,640          | 153,733          | 7.8%            |
| Mar           | 162,512          | 144,525          | 134,800          | 12.4%           |
| Apr           | 162,783          | 135,180          | 132,043          | 20.4%           |
| May           | 183,308          | 166,575          | 146,468          | 10.0%           |
| Jun           | 182,542          | 167,671          | 147,711          | 8.9%            |
| Jul           | 172,341          | 176,608          | 147,093          | -2.4%           |
| Aug           | 236,926          | 200,510          | 159,385          | 18.2%           |
| Sep           | 216,225          | 176,594          | 166,522          | 22.4%           |
| Oct           | 205,441          | 178,690          | 171,951          | 15.0%           |
| Nov           | 248,392          | 181,241          | 171,692          | 37.1%           |
| Dec           | <b>206,295</b>   | <b>174,869</b>   | <b>152,640</b>   | <b>18.0%</b>    |
| <b>Totals</b> | <b>2,350,827</b> | <b>2,043,645</b> | <b>1,810,917</b> |                 |

**2016 YTD Compared to Annual Budget: 2,141,030    109.8%**

2350827.94

**SALES TAXES****2016 YTD Compared to 2015 YTD:****54,373    9.0%**

|               | <b>2016</b>    | <b>2015</b>    | <b>2014</b>    | <b>% Mo Chg</b> |
|---------------|----------------|----------------|----------------|-----------------|
| Jan           | 89,942         | 95,787         | 147,677        | -6.1%           |
| Feb           | 101,825        | 87,424         | 49,873         | 16.5%           |
| Mar           | 3,106          | 6,095          | 1,493          | -49.0%          |
| Apr           | 58,292         | 58,723         | 62,741         | -0.7%           |
| May           | 78,035         | 78,674         | 59,921         | -0.8%           |
| Jun           | 1,262          | 745            | 2,971          | 69.4%           |
| Jul           | 63,661         | 75,441         | 105,554        | -15.6%          |
| Aug           | 74,863         | 64,797         | 41,690         | 15.5%           |
| Sep           | 5,211          | 1,192          | 2,890          | 337.2%          |
| Oct           | 122,095        | 66,238         | 102,251        | 84.3%           |
| Nov           | 55,292         | 63,614         | 30,155         | -13.1%          |
| Dec           | <b>4,217</b>   | <b>4,699</b>   | <b>4,108</b>   | <b>-10.3%</b>   |
| <b>Totals</b> | <b>657,801</b> | <b>603,429</b> | <b>611,324</b> |                 |

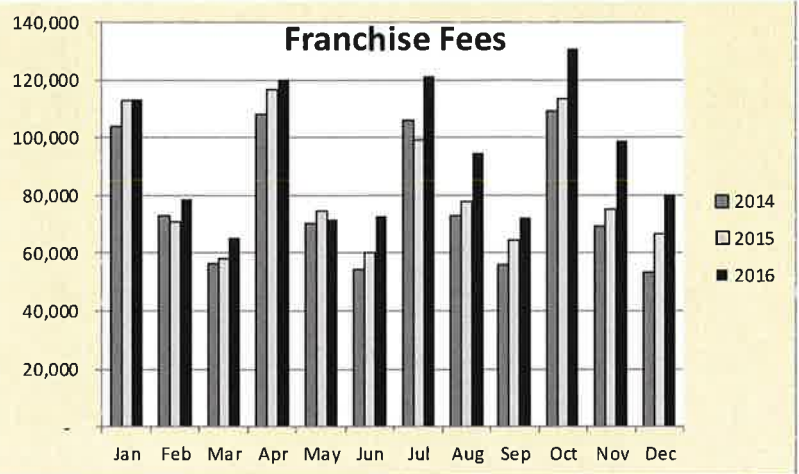
**2016 YTD Compared to Annual Budget: 640,000    102.8%****B&O Taxes**

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

## 2016 YTD Compared to 2015 YTD:

|        | 2016          | 2015          | 2014          | % Mo Chg     |
|--------|---------------|---------------|---------------|--------------|
| Jan    | 113,463       | 112,750       | 104,055       | 0.6%         |
| Feb    | 78,834        | 71,075        | 73,165        | 10.9%        |
| Mar    | 65,347        | 57,924        | 56,436        | 12.8%        |
| Apr    | 120,207       | 116,879       | 108,097       | 2.8%         |
| May    | 71,583        | 74,423        | 70,303        | -3.8%        |
| Jun    | 72,626        | 60,470        | 54,540        | 20.1%        |
| Jul    | 121,248       | 99,070        | 106,309       | 22.4%        |
| Aug    | 94,804        | 77,663        | 73,166        | 22.1%        |
| Sep    | 72,099        | 64,435        | 55,862        | 11.9%        |
| Oct    | 130,996       | 113,761       | 109,105       | 15.2%        |
| Nov    | 99,043        | 74,997        | 69,418        | 32.1%        |
| Dec    | <b>80,087</b> | <b>66,607</b> | <b>53,544</b> | <b>20.2%</b> |
| Totals | 1,120,338     | 990,053       | 934,000       |              |

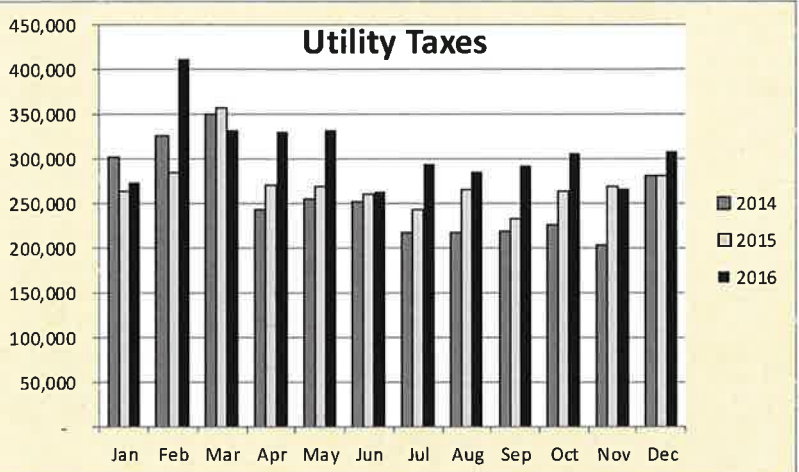
2016 YTD Compared to Annual Budget: 996,000 112.5%



## 2016 YTD Compared to 2015 YTD:

|        | 2016           | 2015           | 2014           | % Mo Chg    |
|--------|----------------|----------------|----------------|-------------|
| Jan    | 273,337        | 264,911        | 302,063        | 3.2%        |
| Feb    | 410,967        | 284,340        | 326,082        | 44.5%       |
| Mar    | 332,039        | 357,130        | 351,131        | -7.0%       |
| Apr    | 329,815        | 270,479        | 243,314        | 21.9%       |
| May    | 333,168        | 269,809        | 254,925        | 23.5%       |
| Jun    | 262,684        | 260,950        | 251,914        | 0.7%        |
| Jul    | 293,988        | 243,353        | 217,888        | 20.8%       |
| Aug    | 286,311        | 265,630        | 218,164        | 7.8%        |
| Sep    | 292,324        | 233,833        | 219,620        | 25.0%       |
| Oct    | 306,464        | 263,509        | 226,349        | 16.3%       |
| Nov    | 266,326        | 269,275        | 203,122        | -1.1%       |
| Dec    | <b>308,003</b> | <b>281,830</b> | <b>280,978</b> | <b>9.3%</b> |
| Totals | 3,695,425      | 3,265,049      | 3,095,550      |             |

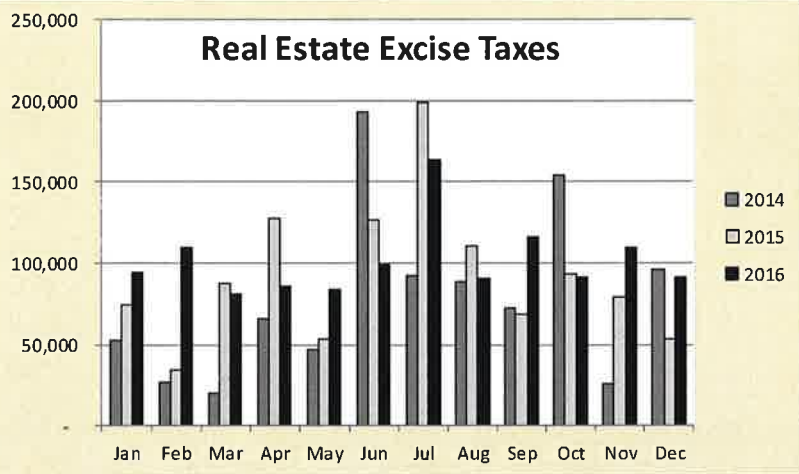
2016 YTD Compared to Annual Budget: 3,722,352 99.3%



## 2016 YTD Compared to Annual Budget:

|        | 2016          | 2015          | 2014          | % Mo Chg     |
|--------|---------------|---------------|---------------|--------------|
| Jan    | 93,909        | 74,382        | 52,276        | 26.3%        |
| Feb    | 109,153       | 33,884        | 26,826        | 222.1%       |
| Mar    | 80,623        | 88,020        | 19,742        | -8.4%        |
| Apr    | 86,005        | 127,450       | 66,103        | -32.5%       |
| May    | 84,072        | 53,190        | 46,430        | 58.1%        |
| Jun    | 99,166        | 127,038       | 193,059       | -21.9%       |
| Jul    | 163,905       | 199,170       | 91,941        | -17.7%       |
| Aug    | 90,084        | 110,322       | 88,753        | -18.3%       |
| Sep    | 116,119       | 68,647        | 72,437        | 69.2%        |
| Oct    | 91,603        | 93,478        | 154,557       | -2.0%        |
| Nov    | 109,682       | 78,694        | 25,792        | 39.4%        |
| Dec    | <b>91,594</b> | <b>53,220</b> | <b>96,222</b> | <b>72.1%</b> |
| Totals | 1,215,915     | 1,107,495     | 934,138       |              |

2016 YTD Compared to Annual Budget: 984,520 123.5%



- Real Estate Excise Taxes go to the Construction Fund and not the General Fund. All other revenues sources shown above go to the General Fund.
- The Tax revenue shown in the above graphs EXCLUDE ONE-TIME REVENUES for all years.

**SPECIAL REVENUE FUNDS MONTHLY REPORT  
DECEMBER**

|                                | 2016<br>Budget<br>Annual | 2016<br>Actual<br>Year to Date | %    | 2015<br>Actual<br>Annual | 2015<br>Actual<br>Year to Date | %    |
|--------------------------------|--------------------------|--------------------------------|------|--------------------------|--------------------------------|------|
| <b>101 STREETS</b>             |                          |                                |      |                          |                                |      |
| Begin Fund Balance             | 273,872                  | 273,872                        |      | 240,555                  | 240,555                        |      |
| Revenues                       | 1,542,108                | 1,650,427                      | 107% | 1,254,492                | 1,254,492                      | 100% |
| Expenditures                   | 1,494,294                | 1,361,030                      | 91%  | 1,221,175                | 1,221,175                      | 100% |
| Net Activity                   | 47,814                   | 289,397                        |      | 33,317                   | 33,317                         |      |
| Ending Fund Balance            | 321,686                  | 563,269                        |      | 273,872                  | 273,872                        |      |
| <b>102 ARTERIAL PAVEMENT</b>   |                          |                                |      |                          |                                |      |
| Begin Fund Balance             | -                        | -                              |      | -                        | -                              |      |
| Revenues                       | 211,683                  | 212,146                        | 100% | -                        | -                              |      |
| Expenditures                   | 55,668                   |                                | 0%   | -                        | -                              |      |
| Net Activity                   | 156,015                  | 212,146                        |      | -                        | -                              |      |
| Ending Fund Balance            | 156,015                  | 212,146                        |      | -                        | -                              |      |
| <b>107 POLICE DRUG SEIZURE</b> |                          |                                |      |                          |                                |      |
| Begin Fund Balance             | 10,342                   | 10,342                         |      | 7,546                    | 7,546                          |      |
| Revenues                       | 500                      | 34                             | 7%   | 25,640                   | 25,640                         | 100% |
| Expenditures                   | 500                      |                                | 0%   | 22,844                   | 22,844                         | 100% |
| Net Activity                   | -                        | 34                             |      | 2,796                    | 2,796                          |      |
| Ending Fund Balance            | 10,342                   | 10,376                         |      | 10,342                   | 10,342                         |      |
| <b>111 HOTEL/MOTEL TAX</b>     |                          |                                |      |                          |                                |      |
| Begin Fund Balance             | 9,593                    | 9,593                          |      | 8,161                    | 8,161                          |      |
| Revenues                       | 154,000                  | 103,113                        | 67%  | 27,678                   | 27,678                         | 100% |
| Expenditures                   | 150,000                  | 95,331                         | 64%  | 26,246                   | 26,246                         | 100% |
| Net Activity                   | 4,000                    | 7,782                          |      | 1,432                    | 1,432                          |      |
| Ending Fund Balance            | 13,593                   | 17,375                         |      | 9,593                    | 9,593                          |      |
| <b>140 REDONDO ZONE</b>        |                          |                                |      |                          |                                |      |
| Begin Fund Balance             | 22,064                   | 22,064                         |      | -                        | -                              |      |
| Revenues                       | 65,750                   | 70,733                         | 108% | 101,235                  | 101,235                        | 100% |
| Expenditures                   | 82,597                   | 74,043                         | 90%  | 79,171                   | 79,171                         | 100% |
| Net Activity                   | (16,847)                 | (3,310)                        |      | 22,064                   | 22,064                         |      |
| Ending Fund Balance            | 5,217                    | 18,754                         |      | 22,064                   | 22,064                         |      |

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

- The Redondo Zone reflects a \$21,000 subsidy from the General Fund.

## SPECIAL REVENUE FUNDS MONTHLY REPORT (CONTINUED)

## DECEMBER

**142 AUTOMATION FEES**

|                     |         |         |      |        |        |      |
|---------------------|---------|---------|------|--------|--------|------|
| Begin Fund Balance  | 22,985  | 22,985  |      | -      | -      |      |
| Revenues            | 103,000 | 172,920 | 168% | 22,985 | 22,985 | 100% |
| Expenditures        | 99,726  | 99,726  | 100% | -      | -      |      |
| Net Activity        | 3,274   | 73,194  |      | 22,985 | 22,985 |      |
| Ending Fund Balance | 26,259  | 96,179  |      | 22,985 | 22,985 |      |

**180 ABATEMENT**

|                     |        |        |      |       |       |      |
|---------------------|--------|--------|------|-------|-------|------|
| Begin Fund Balance  | 1,350  | 1,350  |      | -     | -     |      |
| Revenues            | 25,000 | 25,000 | 100% | 1,350 | 1,350 | 100% |
| Expenditures        | 20,200 | 7,229  | 36%  | -     | -     |      |
| Net Activity        | 4,800  | 17,771 |      | 1,350 | 1,350 |      |
| Ending Fund Balance | 6,150  | 19,121 |      | 1,350 | 1,350 |      |

**190 (ASE) AUTOMATED SPEED ENFORCEMENT**

|                     |          |         |      |         |         |      |
|---------------------|----------|---------|------|---------|---------|------|
| Begin Fund Balance  |          | 64,389  |      |         | -       |      |
| Revenues            | 356,000  | 383,763 | 108% | 362,149 | 362,149 | 100% |
| Expenditures        | 411,914  | 295,166 | 72%  | 297,760 | 297,760 | 100% |
| Net Activity        | (55,914) | 88,597  |      | 64,389  | 64,389  |      |
| Ending Fund Balance | (55,914) | 152,986 |      | 64,389  | 64,389  |      |

**199 (TBD) TRANSPORTATION BENEFIT DISTRICT**

|                     |         |         |      |         |         |      |
|---------------------|---------|---------|------|---------|---------|------|
| Begin Fund Balance  | 84,349  | 84,349  |      | 36,189  | 36,189  |      |
| Revenues            | 880,000 | 882,268 | 100% | 456,831 | 456,832 | 100% |
| Expenditures        | 645,383 | 703,589 | 109% | 408,671 | 408,671 | 100% |
| Net Activity        | 234,617 | 178,679 |      | 48,160  | 48,161  |      |
| Ending Fund Balance | 318,966 | 263,028 |      | 84,349  | 84,350  |      |

December is 12 months of 12

100%

- The Automation fee revenues comes from development activity and therefore are expected to fluctuate through the year. The fund is still on track to meet its revenue budget for the year.
- ASE is for School Zone cameras and does not include the activity from the Red Light Running Program.
- The Abatement Fund's revenues reflect a \$25,000 subsidy from the General Fund.

**DEBT SERVICE FUNDS MONTHLY REPORT**  
**DECEMBER**

|                                         | 2016<br>Budget<br>Annual | 2016<br>Actual<br>Year to Date | %    | 2015<br>Actual<br>Annual | 2015<br>Actual<br>Year to Date | %    |
|-----------------------------------------|--------------------------|--------------------------------|------|--------------------------|--------------------------------|------|
| <b>201 REET 1 ELIGIBLE DEBT SERVICE</b> |                          |                                |      |                          |                                |      |
| Begin Fund Balance                      | 14,900                   | 14,900                         |      | 15,265                   | 15,265                         |      |
| Revenues                                | 140,410                  | 140,412                        | 100% | 132,658                  | 132,658                        | 100% |
| Expenditures                            | 142,618                  | 142,116                        | 100% | 133,023                  | 133,023                        | 100% |
| Net Activity                            | (2,208)                  | (1,704)                        |      | (365)                    | (365)                          |      |
| Ending Fund Balance                     | 12,692                   | 13,196                         |      | 14,900                   | 14,900                         |      |
| <b>202 REET 2 ELIGIBLE DEBT SERVICE</b> |                          |                                |      |                          |                                |      |
| Begin Fund Balance                      | 21,245                   | 21,245                         |      | 21,158                   | 21,158                         |      |
| Revenues                                | 264,855                  | 264,864                        | 100% | 252,458                  | 252,458                        | 100% |
| Expenditures                            | 264,855                  | 264,855                        | 100% | 252,371                  | 252,371                        | 100% |
| Net Activity                            | -                        | 9                              |      | 87                       | 87                             |      |
| Ending Fund Balance                     | 21,245                   | 21,254                         |      | 21,245                   | 21,245                         |      |

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

**MARINA FUND 401 OPERATIONS MONTHLY REPORT**

(Budget Basis/Working Capital Basis)

**DECEMBER**

|                          | 2016<br>Budget<br>Annual | 2016<br>Actual<br>Year to Date | %    | 2015<br>Actual<br>Annual | 2015<br>Actual<br>Year to Date | %    |
|--------------------------|--------------------------|--------------------------------|------|--------------------------|--------------------------------|------|
| <b>REVENUES</b>          |                          |                                |      |                          |                                |      |
| Intergov't Grants        |                          | 8,046                          |      | 38,729                   | 38,729                         | 100% |
| Charges Goods & Services | 105,037                  | 109,177                        | 104% | 105,167                  | 105,167                        | 100% |
| Fuel Sales               | 1,103,986                | 829,454                        | 75%  | 1,060,735                | 1,060,735                      | 100% |
| Fines & Foreitures       | 15,220                   | 17,039                         | 112% | 17,716                   | 17,716                         | 100% |
| Moorage, Parking & Misc  | 2,878,766                | 2,779,969                      | 97%  | 2,792,606                | 2,792,606                      | 100% |
| Interfund Maint Services | 25,000                   | 41,474                         | 166% | 34,940                   | 34,939                         | 100% |
| TOTAL                    | 4,128,009                | 3,785,159                      | 92%  | 4,049,893                | 4,049,892                      | 100% |
| <i>Fuel gallons sold</i> | <i>420,609</i>           | <i>383,989</i>                 |      | <i>404,432</i>           | <i>404,432</i>                 | 100% |

**EXPENDITURES**

|                   |           |           |      |           |           |      |
|-------------------|-----------|-----------|------|-----------|-----------|------|
| Salaries          | 651,693   | 563,872   | 87%  | 609,486   | 609,486   | 100% |
| Benefits          | 271,946   | 215,452   | 79%  | 247,773   | 247,773   | 100% |
| Supplies          | 168,850   | 135,918   | 80%  | 147,313   | 147,313   | 100% |
| Fuel Purchases    | 949,368   | 723,543   | 76%  | 901,648   | 901,648   | 100% |
| Services          | 876,082   | 896,016   | 102% | 817,501   | 817,501   | 100% |
| Capital           | -         | -         |      | 7,286     | 7,286     | 100% |
| Capital Transfers | 250,000   | 211,815   | 85%  | 166,556   | 166,556   | 100% |
| Debt Transfers    | 819,830   | 819,828   | 100% | 821,216   | 821,216   | 100% |
| TOTAL             | 3,987,769 | 3,566,444 | 89%  | 3,718,779 | 3,718,779 | 100% |

**REVENUES MORE THAN OR  
(LESS THAN) EXPENDITURES**

|         |         |         |         |
|---------|---------|---------|---------|
| 140,240 | 218,715 | 331,114 | 331,113 |
|---------|---------|---------|---------|

|                                   |           |           |
|-----------------------------------|-----------|-----------|
| Ending Cash & Investments         | 1,331,041 | 1,126,227 |
| Min Reserves - 20%                | 747,554   |           |
| Avail to Xfer to Capital Projects | 333,487   |           |

December is 12 month of 12 100.0%

|                                  |                |                |
|----------------------------------|----------------|----------------|
| <i>Fuel Profits (using COGS)</i> | <u>135,322</u> | <u>131,574</u> |
|----------------------------------|----------------|----------------|

- Marina revenue ran just slightly less than last year.
- Fuel costs exceed fuel revenues due to an end of the year increase in fuel inventory. The fuel profits on gallons sold is just slightly higher than the previous year.
- The 2016 net will be lowered by \$150,000 in November to reflect a new set aside for 2019 Dredging.

**SWM FUND 450 OPERATIONS MONTHLY REPORT**

(Budget Basis/Working Capital Basis)

**DECEMBER**

|                                                           | 2016<br>Budget<br>Annual | 2016<br>Actual<br>Year to Date | %           | 2015<br>Actual<br>Annual | 2015<br>Actual<br>Year to Date | %           |
|-----------------------------------------------------------|--------------------------|--------------------------------|-------------|--------------------------|--------------------------------|-------------|
| <b>REVENUES</b>                                           |                          |                                |             |                          |                                |             |
| Intergov't Grants                                         |                          | 15,025                         |             |                          |                                |             |
| Charges Goods & Services                                  | 3,264,518                | 3,450,878                      | 106%        | 2,756,227                | 2,756,227                      | 100%        |
| Interest & Miscellaneous                                  | 2,000                    | 19,842                         | 992%        | 14,439                   | 14,439                         | 100%        |
| <b>TOTAL</b>                                              | <b>3,266,518</b>         | <b>3,485,745</b>               | <b>107%</b> | <b>2,770,666</b>         | <b>2,770,666</b>               | <b>100%</b> |
| <b>EXPENDITURES</b>                                       |                          |                                |             |                          |                                |             |
| Salaries                                                  | 799,230                  | 801,673                        | 100%        | 761,468                  | 761,468                        | 100%        |
| Benefits                                                  | 393,022                  | 359,245                        | 91%         | 342,924                  | 342,924                        | 100%        |
| Supplies                                                  | 75,300                   | 78,608                         | 104%        | 39,127                   | 39,127                         | 100%        |
| Services                                                  | 1,375,804                | 1,461,079                      | 106%        | 1,077,055                | 1,077,055                      | 100%        |
| Capital                                                   |                          | -                              |             | 27,698                   | 27,698                         | 100%        |
| Capital Transfers                                         | 592,935                  | 15,000                         | 3%          | 108,498                  | 108,498                        | 100%        |
| <b>TOTAL</b>                                              | <b>3,236,291</b>         | <b>2,715,605</b>               | <b>84%</b>  | <b>2,356,770</b>         | <b>2,356,770</b>               | <b>100%</b> |
| <b>REVENUES MORE THAN OR<br/>(LESS THAN) EXPENDITURES</b> |                          |                                |             |                          |                                |             |
|                                                           | <u>30,227</u>            | <u>770,140</u>                 |             | <u>413,896</u>           | <u>413,896</u>                 |             |
| Ending Cash & Investments                                 |                          | 2,364,291                      |             |                          | <u>1,556,789</u>               |             |
| Min Reserves - 20% Revenues                               |                          | <u>653,304</u>                 |             |                          |                                |             |
| Available for CIP Xfer to Fund 451                        |                          | <u>1,710,987</u>               |             |                          |                                |             |
| <i>December is 12 months of 12 <u>100.0%</u></i>          |                          |                                |             |                          |                                |             |

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

**INTERNAL SERVICE FUNDS MONTHLY REPORT**

(Budget Basis/Working Capital Basis)

**DECEMBER**

|                                     | 2016<br>Budget<br>Annual | 2016<br>Actual<br>Year to Date | %    | 2015<br>Actual<br>Annual | 2015<br>Actual<br>Year to Date | %    |
|-------------------------------------|--------------------------|--------------------------------|------|--------------------------|--------------------------------|------|
| <b>500 EQUIPMENT RENTAL OPS</b>     |                          |                                |      |                          |                                |      |
| Begin Fund Balance                  | 43,756                   | 239,158                        |      | 198,523                  | 198,523                        |      |
| Revenues                            | 602,215                  | 560,010                        | 93%  | 526,482                  | 526,482                        | 100% |
| Expenditures                        | 545,245                  | 439,554                        | 81%  | 485,847                  | 485,847                        | 100% |
| Net Activity                        | 56,970                   | 120,456                        |      | 40,635                   | 40,635                         |      |
| Ending Fund Balance                 | 100,726                  | 359,614                        |      | 239,158                  | 239,158                        |      |
| <b>501 EQUIPMENT RENTAL REPLACE</b> |                          |                                |      |                          |                                |      |
| Begin Fund Balance                  | 1,424,750                | 1,619,784                      |      | 1,628,405                | 1,628,405                      |      |
| Revenues                            | 865,334                  | 995,471                        | 115% | 463,681                  | 463,681                        | 100% |
| Expenditures                        | 851,860                  | 779,088                        | 91%  | 472,302                  | 472,302                        | 100% |
| Net Activity                        | 13,474                   | 216,383                        |      | (8,621)                  | (8,621)                        |      |
| Ending Fund Balance                 | 1,438,224                | 1,836,167                      |      | 1,619,784                | 1,619,784                      |      |
| <b>506 FACILITY MAJOR REPAIRS</b>   |                          |                                |      |                          |                                |      |
| Begin Fund Balance                  | 65,423                   | 92,511                         |      | 166,401                  | 166,401                        |      |
| Revenues                            | 75,830                   | 85,476                         | 113% | 141,932                  | 141,932                        | 100% |
| Expenditures                        | 100,340                  | 87,211                         | 87%  | 215,822                  | 215,822                        | 100% |
| Net Activity                        | (24,510)                 | (1,735)                        |      | (73,890)                 | (73,890)                       |      |
| Ending Fund Balance                 | 40,913                   | 90,776                         |      | 92,511                   | 92,511                         |      |
| <b>511 COMPUTER REPLACEMENT</b>     |                          |                                |      |                          |                                |      |
| Begin Fund Balance                  | 126,766                  | 271,177                        |      | 317,436                  | 317,436                        |      |
| Revenues                            | 401,207                  | 496,330                        | 124% | 162,084                  | 162,084                        | 100% |
| Expenditures                        | 262,540                  | 217,088                        | 83%  | 208,343                  | 208,343                        | 100% |
| Net Activity                        | 138,667                  | 279,242                        |      | (46,259)                 | (46,259)                       |      |
| Ending Fund Balance                 | 265,433                  | 550,419                        |      | 271,177                  | 271,177                        |      |
| <b>520 SELF INSURANCE</b>           |                          |                                |      |                          |                                |      |
| Begin Fund Balance                  | 99,622                   | 138,795                        |      | 150,014                  | 150,014                        |      |
| Revenues                            | 828,455                  | 824,678                        | 100% | 637,551                  | 637,551                        | 100% |
| Expenditures                        | 666,660                  | 661,535                        | 99%  | 648,770                  | 648,770                        | 100% |
| Net Activity                        | 161,795                  | 163,143                        |      | (11,219)                 | (11,219)                       |      |
| Ending Fund Balance                 | 261,417                  | 301,938                        |      | 138,795                  | 138,795                        |      |
| <b>530 UNEMPLOY INSURANCE</b>       |                          |                                |      |                          |                                |      |
| Begin Fund Balance                  | 322,817                  | 338,159                        |      | 284,467                  | 284,467                        |      |
| Revenues                            | 58,435                   | 58,584                         | 100% | 56,143                   | 56,143                         | 100% |
| Expenditures                        | 75,000                   | 26,884                         | 36%  | 2,451                    | 2,451                          | 100% |
| Net Activity                        | (16,565)                 | 31,700                         |      | 53,692                   | 53,692                         |      |
| Ending Fund Balance                 | 306,252                  | 369,859                        |      | 338,159                  | 338,159                        |      |

December is 12 months of 12

100%

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

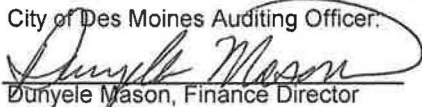
23-Mar-17

**Auditing Officer Certification**

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

As of March 23, 2017 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through March 15, 2017 included in the attached list and further described as follows:

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

  
Danyele Mason, Finance Director

|                                                     | # From   | # To       | Amounts             |   |
|-----------------------------------------------------|----------|------------|---------------------|---|
| <b>Claims Vouchers:</b>                             |          |            |                     |   |
| Total A/P Checks/Vouchers                           | 149775 ✓ | 149951 ~   | 773,764.99          | ✓ |
| Electronic Wire Transfers                           | 838 ~    | 844 ✓      | 163,735.53          | ~ |
| <b>Total claims paid</b>                            |          |            | <b>937,500.52</b>   |   |
| <b>Payroll Vouchers</b>                             |          |            |                     |   |
| Payroll Checks                                      | 18909    | - 18911    | 2,436.43            | ✓ |
| Direct Deposit                                      | 00090001 | - 00090168 | 295,757.58          | ✓ |
| Payroll Checks                                      |          | -          |                     |   |
| Direct Deposit                                      |          | -          |                     |   |
| <b>Total Paychecks/Direct Deposits paid</b>         |          |            | <b>298,194.01</b>   |   |
| <b>Total checks and wires for A/P &amp; Payroll</b> |          |            | <b>1,235,694.53</b> |   |

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## A G E N D A   I T E M

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

SUBJECT: Draft Ordinance 16-182 related to  
City Park Use Regulations

ATTACHMENTS:

1. Draft Ordinance 16-182

FOR AGENDA OF: March 23, 2017

DEPT. OF ORIGIN: Parks, Recreation, and Sr.  
Services

DATE SUBMITTED: March 14, 2017

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSB

- ☒ Legal JS
- ☐ Finance \_\_\_\_\_
- ☐ Courts \_\_\_\_\_
- ☐ Police \_\_\_\_\_

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

#### Purpose and Recommendation

The purpose of this agenda item is for City Council to consider Draft Ordinance 16-182 which would update the City Parks and Recreation Code under chapter 19.08 DMMC. The following motion will appear on the consent calendar:

#### Suggested Motion

**Motion 1:** "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 16-182 on first reading."

**Motion 2:** "I move to enact Draft Ordinance 16-182, amending chapter 19.08 DMMC to update the City Park Use Regulations."

### **Background**

Since 1993, the City's park use regulations have only been updated once, a 2009 provision affecting speed limits. The City's park use regulations require periodic updating to ensure that City parks remain inviting to the public and well maintained. A comprehensive review of this chapter was done to update and modernize the code. This Draft Ordinance was previously reviewed by the Municipal Facilities Committee.

### **Discussion**

The proposed ordinance amends Des Moines Municipal Code chapter 19.08 to update the City Parks and Recreation Code. The ordinance if passed would:

1. Update the code for consistency by making references uniform throughout (i.e. Parks Department, City Manager/designee, etc.).
2. Add a definition of "Drug Use".
3. Update administrative and rental procedures to reflect current practices.
4. Prohibit the feeding of non-domesticated animals in parks.
5. Prohibit selling of items in parks without City approval.
6. Update organized activities that are required to have a permit or City approval.
7. Limit parking of vehicles to hours when park is open.
8. Expressly prohibit the use of marijuana in parks. (already prohibited by state law)
9. Prohibit tobacco use within 25 feet of buildings (state law) and within 25 feet of play equipment area.
10. Expressly state certain activities can only be done in designated areas.
11. Prohibit urinating in public in parks.
12. Prohibit using metal detectors without a permit.
13. Prohibit building structures in parks without a permit.
14. Prohibit discrimination based on sex pursuant to state law.
15. Clarify and enhances reasons for ejection from park.
16. Update vehicle trespass language and penalty for vehicles in parks after closing.
17. Provide for criminal penalties for a third violation of the same park rules within 1 year.

### **Alternatives**

The City Council may:

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

### **Financial Impact**

No measurable financial impact.

### **Recommendation**

Staff recommends that the City Council enact Draft Ordinance 16-182 as written.

## CITY ATTORNEY'S FIRST DRAFT 16/10/2016

## DRAFT ORDINANCE NO. 16-182

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON** relating to City park use regulations, and amending chapter 19.08 DMMC to update the City's Parks and Recreation Code.

**WHEREAS**, the City's park use regulations require periodic updating to ensure that City parks remain inviting to the public and well maintained, and

**WHEREAS**, the City's park use regulations have been reviewed and the amendments prepared address issues that have arisen since the last update, and

**WHEREAS**, the City Council finds that it is in the best interest of the public health, safety, and general welfare to establish comprehensive, uniform, and current provisions for the City's park use regulations, now therefore,

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

**Sec. 1.** DMMC 19.08.010 and section 1 of Ordinance No. 758 as amended by section 20 of Ordinance No. 993 are amended to read as follows:

**Definitions.**

~~(1) Use of Words and Phrases.~~ As used in this ~~title~~ Title, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

~~(2)~~ "Alcoholic beverages" or "liquor" includes the four varieties of liquor defined as alcohol, spirits, wine, and beer, all fermented, spirituous, vinous, or malt liquor, and all other intoxicating beverages, and every liquor, solid or semisolid or other substance, patented or not containing alcohol, spirits, wine, or beer. A liquor, semisolid, solid, or other substance that

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contains more than one percent alcohol by weight is conclusively deemed to be intoxicating.

"Drug use" includes the possession, consumption by mouth, inhalation or injection, sale and distribution or cultivation while in a park of any cannabis, illegal narcotic or dangerous drug capable of producing a state of intoxication or euphoria.

~~(3) "Camping" means erecting a tent or shelter or arranging bedding or both for the purpose of remaining overnight, or parking a trailer, camper, or other vehicle for the purpose of remaining overnight.~~

~~(4) "DivisionDepartment" means the eCity parksParks, Recreation and Senior Services divisionend Department.~~

~~(5) "Facility" or "facilities" means a park building, park structure, or park area operated by the eCity.~~

~~(6) "Motor vehicle" means a self-propelled device capable of being moved upon a street and in which persons or property may be transported, and shall include, but shall not be limited to, automobiles, trucks, motorcycles, motor scooters, recreational vehicles, utility vehicles, vans, and jeeps or similar type four-wheel drive vehicles, but shall exclude motorized wheelchairs.~~

~~(7) "Park" means an area under the ownership, management, or control of the eCity used for public recreation, leisure, and park purposes and so designated by ordinance, and excluding any commercially zoned marina property.~~

~~(8) "Trail" means a path or track designed for use by pedestrians, bicycles, or equestrians, which is not of sufficient width, nor graded or paved so as to permit its use by automobiles and other rights-~~

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of-way specifically posted and designated for non-vehicular use.

**Sec. 2.** DMMC 19.08.020 and section 2 of Ordinance No. 758 are amended to read as follows:

**Administration.**

(1) The eCity ~~m~~Manager or City Manager's designee shall have the authority to promulgate rules setting forth the times and conditions upon which eCity parks and park facilities will be open, closed, or used by the public.

(2) Persons or community groups desiring to use park buildings or structures shall obtain a permit from the eCity ~~m~~Manager or his—the City Manager's designee. ~~Park buildings or structures may not be reserved more than 90 days in advance unless otherwise authorized by the division.~~

(3) Religious services or group rallies may be permitted in eCity parks where facilities are adequate, and where such activities will not conflict with normal park usage. A ~~community group~~ special event permit must be obtained 90 days prior to the service or rally.

(4) All persons must leave park buildings and structures in a condition satisfactory to the ~~division~~department. No person shall conduct activities causing ~~extra custodial work unless previous agreement has been made to pay for such work and this is stated on the use permit~~ damage to park buildings and structures. The ~~division~~department may require a damage and cleaning deposit sufficient to cover possible added custodial costs.

(5) Persons using facilities by permit will be required to protect, defend, save, and hold the eCity, its elected and appointed officials and employees, while acting within the scope of their duties, harmless from and against all claims,

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demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of a person or group's members or employees or third parties on account of any action, including but limited to personal injuries, death, or damage to property arising out of the use of premises, or in any way arising out of the acts or omissions of the person, group, and/or its agents, employees or representatives.

(6) During all periods of use, persons using facilities by permit shall obtain and maintain public liability insurance in such form and amounts as determined by the ~~division~~ City Manager or City Manager's designee.

(7) The use of park facilities for financial gain shall be allowed only through concession contracts with the ~~eCity~~ or by written permit from the ~~eCity mManager~~ or ~~his~~ the City Manager's designee.

**Sec. 3.** DMMC 19.08.030 and section 3 of Ordinance No. 758 as amended by section 1 of Ordinance No. 1030 as amended by section 5 of Ordinance No. 1455 are amended to read as follows:

**Regulations and prohibited activities.**

(1) No person shall use, place, or erect a signboard, billboard, bulletin board, post, pole, or device of any kind for advertising in parks, or attach a notice, bill, poster, sign, wire, rod, or cord to a tree, shrub, railing, post, or structure within parks, or without a written permit from the ~~division~~ department, place or erect in parks a structure of any kind.

(2) No person shall remove, destroy, mutilate, or deface a structure, monument, sculpture, statue, vase, fountain, wall, fence, railing, vehicle, bench, shrub, tree, fern, plant, flower, lighting system, or sprinkling system or other property lawfully in parks.

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(3) No person shall allow or permit an animal under that person's control to run at large in parks, or enter a lake, pond, fountain, or stream therein except in designated areas identified with signage or without first obtaining a written permit from the City Manager or the City Manager's designee. A person whose ~~dog or other pet animal~~ is in a Des Moines park is responsible for removing feces deposited by such animal from the park.

(4) No person shall possess, shoot, fire, or explode fireworks, firecrackers, torpedoes, or explosives of any kind or shoot or fire a firearm, air gun, bow and arrow, BB gun, or use a slingshot in parks.

(5) No person shall, in any manner, tease, annoy, disturb, molest, catch, injure, or kill or throw a stone or missile of any kind at or strike with a stick or weapon an animal, bird, fowl, or fish, except as permitted and regulated by the laws of the state relative to fish and game. The feeding of non-domestic animals is prohibited.

(6) No person shall operate a fixed or mobile concession or solicit, sell, peddle, hawk, vend, or advertise any goods or services or conduct any organized classes, group activities or competitions in a park without first entering into a concession contract or obtaining a written permit from the City Manager or City Manager's designee.

(67) No person shall take up collections, or act as or play the vocation of solicitor, agent, peddler, fakir, mendicant, beggar, strolling musician, organ grinder, exhorter, barker, showman, or bootblack; ~~or operate or use a loudspeaker or other mechanical or electronic means of amplifying sound in parks without first obtaining a written permit from the division department.~~

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(78) No person shall hold, operate, or conduct a circus, activity with live animals, festival, concert, performance, art-show display, competition, carnival, movie, or traveling exhibition in parks without first obtaining a written special event permit from the eCity mManager or the eCity mManager's designee 90 days prior to the event.

(9) No person shall film, record, or photograph for commercial purposes without first obtaining a written permit from the City Manager or the City Manager's designee.

(10) No person shall use park electrical, gas, water, cable or sewer utilities without first obtaining a written permit from the City Manager or the City Manager's designee.

(811) No person shall hold a religious or political meeting or other group assembly, or distribute literature in parks without first obtaining a written permit from the eCity mManager or the eCity mManager's designee.

(912) No person shall have, keep, or operate a power boat, float, raft, or other electrically or mechanically powered watercraft in or upon a bay, lake, slough, river, or creek, within the limits of a park, or launch the same at a point upon the shores thereof bordering upon a park, except nonpowered, hand-carried craft ~~weighing less than 120 pounds~~ may be launched at places set apart for such purposes by the ~~division~~ department and so designated by signs. No boat trailers may be parked in parks without first obtaining a written permit from the eCity mManager or the eCity mManager's designee.

(103) No person shall ride or drive a bicycle, tricycle, motorcycle, motor vehicle, horse, or pony over or through a park except along and upon the park drives, parkways, or park boulevards; or at a speed in excess of 20 miles per hour.

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(14) ~~÷~~ No person shall ~~or~~ stand or park a vehicle, except in designated areas or in accordance with signs, striping, or other methods that make clear the appropriate method or manner of parking. Improperly parked vehicles including vehicles parked on sidewalks, vehicles left parked for over twenty-four (24) hours, vehicles not associated with the use of the park, and unauthorized vehicles left in the park between dusk and dawn, are subject to ticketing or impound, at the expense of the owner. ~~where signs to that effect are posted.~~ All ways open to the use of the public for purposes of vehicular travel shall be considered public highways for purposes of enforcement of Title 10 DMMC.

(115) No person shall camp on any park property except at places set apart for such purposes ~~by the City Manager or City Manager's designee or without first obtaining a written permit from the City Manager or City Manager's designee.~~ in parks.

(126) Permits and schedules for the use of park facilities are officially issued or distributed by the ~~eCity m~~Manager or the ~~eCity m~~Manager's designee. Persons shall yield to the holder of such permits or schedules and shall not unreasonably interfere with other persons' use of or the City's maintenance or operation of park facilities. Persons with or without a permit or schedule shall abide by all park rules and regulations. No persons shall disobey any City-sponsored event park or parking lot signage that relates to special circumstances for that event.

(17) Park facility and parking lot rental policies and fees are adopted in writing by the ~~eCity m~~Manager or the ~~eCity m~~Manager's designee. ~~Participants shall yield to the holder of such permits or schedules. Participants with or without a permit or schedule shall abide by rules and regulations when posted at a facility.~~

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(138) No person shall dispose of refuse, litter, broken glass, crockery, nails, shrubbery, trimmings, junk, or advertising matter in parks or deposit such material therein, except in designated receptacles.

(149) No person shall deposit refuse or recycling, not generated in parks, in a receptacle within a park.

(1520) No person shall engage in, conduct, or hold trials or competitions for speed, endurance, or hill climbing involving a vehicle, boatwatercraft, drone, aircraft, or animal in a park without first obtaining a written permit from the City Manager or City Manager's designee.

(2116) No person shall build open fires or use portable barbeques in a park except in designated areas identified with signage or without first obtaining a written permit from the City Manager or the City Manager's designee, or place hot coals onto park grounds or into trash containers or water bodies. in a park except in areas designated by the division.

(22) Drug use is prohibited. No person shall possess, consume by mouth, inhalation or injection, sell, distribute or cultivate while in a park any cannabis, illegal narcotic or dangerous drug capable of producing a state of intoxication or euphoria.

(1723) No person shall bring into or consume in a park or facility alcoholic beverages without first obtaining a written permit from the division City Manager or City Manager's designee. All alcohol concessions or other events or activities serving alcohol shall first obtain a written permit from the City Manager or the City Manager's designee and comply with all Washington State Liquor and Cannabis Control Board requirements.

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(24) No person shall smoke tobacco, tobacco by products, or other smoke emitting substances within 25 feet of any park building, recreation building, building deck or patio, picnic shelter, grandstands or play equipment area.

(1825) No person shall play golf, baseball, cricket, soccer, polo or archery, or hurl, or fly any airborne model airplanes, radio-operated airplanes, drones, or other flying devices in parks, except in places and times set apart for such purposes by the department within a park.

(19) Park facilities shall be used for their designed or intended purposes, and it is a violation of this chapter for a person to interfere with or prevent a person from using a park facility for its designed purposes.

(206) It is unlawful to remain in a park after the posted closing time without first obtaining a written permit from the City Manager or the City Manager's designee. Unless posted otherwise, parks are closed from dusk to dawn.

(217) No person shall moor, anchor, dock, or berth a boat overnight in a park unless otherwise authorized by the city manager or the city manager's designee without first obtaining a written permit from the City Manager or the City Manager's designee.

(228) All laws, rules, and regulations of the State Department of Fisheries relating to season, limits, and methods of taking, are applicable to the taking of shellfish or food fish in parks and associated marine areas, and in addition to such laws, rules, and regulations, the ~~division~~ department may, upon its finding and for good cause, close certain park areas to the taking of shellfish or fish.

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(239) No person shall swim or dive (including scuba diving) in waters adjacent to parks except at places set apart for such purposes by the division department and so designated by signs, or except as otherwise authorized by the eCity mManager or the eCity mManager's designee.

(2430) No person shall play radios, stereos, television sets, musical instruments or similar devices or cause vibrations at volumes such that they may be heard over 2030 feet from the source. No person shall operate or use loud speakers or other mechanical means of amplifying sound in parks without a written permit from the City Manager or the City Manager's designee.

(2531) No person shall loiter in a public restroom or public bathing facility.

(2632) No person shall urinate or defecate in a public place or in a place open to public view.

(33) No person shall use a device to detect ores or metals without a written permit from the City Manager or the City Manager's designee.

(34) No person shall construct any structure, wall, fence, footing, drive, walkway, steps or path on park property, or to use or maintain park property as an extension of private property.

(35) In accordance with RCW 35A.21.350, 49.60.500, and 49.60.505, community athletics programs for youths or adults, either operated, conducted, or administered by the City or a third party who uses City facilities, may not discriminate against any person on the basis of sex.

(2636) No person shall willfully violate a posted park rule or an oral directive of a department employee.

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**Sec. 4.** DMMC 19.08.040 and section 4 of Ordinance No. 758 are amended to read as follows:

**Ejection of persons.** Persons engaged in acts of conduct that create a substantial risk of causing injury to a person, or substantial harm to property, or who have engaged in use or possession of intoxicating liquors or ~~dangerous~~ drugs, or who have engaged in conduct which tends to or does disturb the public peace, provoke disorder, or endanger the safety of others, or who have violated a provision of DMMC 19.08.030 may be ordered by a department employee or a law enforcement officer having probable cause to believe that such conduct has occurred to leave any eCity park. No person who has been ordered to leave a park pursuant to this section shall fail or refuse to leave, or return to the park that day.

**Sec. 5.** DMMC 19.08.050 and section 5 of Ordinance No. 758 are amended to read as follows:

**Closure of park.** The eCity ~~m~~Manager or the eCity ~~m~~Manager's designee shall have authority to close any eCity park if, in the eCity ~~m~~Manager's or the City Manager's designee's opinion, there exists a substantial danger to public safety or property necessitating such closure. Parks and park facilities may be closed to the general public during special events pursuant to issuance of a written permit from the City Manager or the City Manager's designee. No person shall fail or refuse to leave the park, or return to the park during closure.

**Sec. 6.** DMMC 19.08.060 and section 6(A) of Ordinance No. 758 are amended to read as follows:

**Motor vehicle closures - Authority.** The eCity ~~m~~Manager or the City Manager's designee shall have the authority to set hours of closure to all vehicular traffic within eCity parks, with certain exceptions specified in DMMC 19.08.090. Such hours

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of closure shall be posted at such locations and in such a manner which reasonably informs the public.

**Sec. 7.** DMMC 19.08.070 and section 6(B) of Ordinance No. 758 are amended to read as follows:

**Motor vehicle trespass - Designated.** The operator of a motor vehicle who enters a park during the hours set for closure by the eCity mManager or the City Manager's designee and posted, or whose vehicle is found in a eCity park during such hours, commits the traffic infraction of motor vehicle trespass.

**Sec. 8.** DMMC 19.08.080 and section 6(C) of Ordinance No. 758 are amended to read as follows:

**Motor vehicle trespass - Notice of infraction - Presumption.** A notice of infraction shall be issued to the operator of such vehicle if the operator can be identified. If the operator cannot be identified, a notice of infraction shall be conspicuously affixed to the vehicle and a duplicate notice of infraction shall be issued by the court and mailed to the registered owner of the vehicle. It shall be create a rebuttablely presumption that the registered owner of the vehicle committed the infraction.

**Sec. 9.** DMMC 19.08.090 and section 6(D) of Ordinance No. 758 are amended to read as follows:

**Motor vehicle trespass - Exemptions.** The following are exempt from the provisions of DMMC 19.08.070 and 19.08.080:

(1) Residents and guests of residents in possession of a permit issued by the City Manager or the City Manager's designee whose real property parking is north and west of the main entrance gate of Des Moines Beach Park;

~~(2) Any park caretaker required to reside in a park and guests of caretakers;~~

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~~(3) Vehicles displaying a physically disabled decal as provided in RCW 46.16.381 and 70.92.120;~~

(42) Official federal, state, or local law enforcement, ~~or fire, utilities, City or City~~ employee vehicles while in performance of official duties;

(53) Vehicles of persons using facilities by permit ~~displaying a signed exemption issued by the~~ City Manager or ~~his~~ the City Manager's designee for specific events.

**Sec. 10.** DMMC 19.08.100 and section 6(E) of Ordinance No. 758 as amended by section 59 of Ordinance No. 1009 are amended to read as follows:

**Motor vehicle trespass - Violation - Penalty.**

(1) No person shall violate or fail to comply with this chapter.

(2) A violation of or failure to comply with this section is a ~~class 5~~ civil infraction with a penalty in an amount as set by the Washington State Courts Bail Schedule.

**Sec. 11.** DMMC 19.08.110 and section 3 of Ordinance No. 1056 are amended to read as follows:

**Penalty.**

(1) No person shall violate or fail to comply with the provisions of this chapter or fail to comply with a notice posted in accordance with this chapter.

(2) A first or second violation or failure to comply with this section is a class 2 civil infraction.

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(3) If the same individual receives two committed findings for violations of the same section of this Chapter within one year, the third violation within one year from the date of the original citation shall constitute a misdemeanor.

**NEW SECTION. Sec. 12. Severability - Construction.**

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

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

**NEW SECTION. Sec. 13. Effective date.** This Ordinance shall take effect and be in full force thirty (30) days after its final passage by the Des Moines City Council in accordance to law.

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

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

APPROVED AS TO FORM:

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

ATTEST:

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

Ordinance No. \_\_\_\_\_  
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Published: \_\_\_\_\_

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

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## A G E N D A   I T E M

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

**SUBJECT:** Draft Ordinance 17-012 related to designation of City parks, access routes, and rights of way

**ATTACHMENTS:**

1. Draft Ordinance 17-012

**FOR AGENDA OF:** March 23, 2017

**DEPT. OF ORIGIN:** Legal

**DATE SUBMITTED:** March 16, 2017

**CLEARANCES:**

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

**CHIEF OPERATIONS OFFICER:** DOB

- ☒ Legal 16  
☐ Finance \_\_\_\_  
☐ Courts \_\_\_\_  
☐ Police \_\_\_\_

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

**Purpose and Recommendation**

The purpose of this agenda item is for City Council to consider Draft Ordinance 17-012 which would amend chapter 19.12 DMMC to simplify the designation of City parks, access routes, and rights of way by referencing the Parks, Recreation and Senior Services Master Plan and repealing chapter 19.16 DMMC. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion 1:** "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 17-012 on first reading."

**Motion 2:** "I move to enact Draft Ordinance 17-012, amending chapter 19.12 DMMC to simplify the designation of City parks, access routes, and rights of way, and repealing chapter 19.16 DMMC."

### **Background**

The City Council has adopted a Parks, Recreation and Senior Services Master Plan which lists all City parks. This Plan is frequently updated and kept current. The Municipal Code also contains a list of City parks however, this list is not up to date. In order to increase efficiencies, the draft ordinance would eliminate the list of parks in the Municipal Code and adopt the Parks, Recreation and Senior Services Master Plan by reference.

### **Discussion**

The proposed ordinance amends chapter 19.12 of the Des Moines Municipal Code to remove the designation of City parks. Instead, City parks are designated as the areas listed as existing City recreation resources in the most recently adopted Parks, Recreation and Senior Services Master Plan. This removes the redundancy of having to change two separate documents each time a park is added or removed.

By referring back to the Parks, Recreation and Senior Services Master Plan, chapter 19.16 DMMC is able to be repealed in its entirety as it is now redundant.

### **Alternatives**

The City Council may:

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

### **Financial Impact**

None.

### **Recommendation**

Staff recommends that the City Council enact Draft Ordinance 17-012 as written.

**CITY ATTORNEY'S FIRST DRAFT 02/02/2017****DRAFT ORDINANCE NO. 17-012**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON** relating to Parks and Recreation, designation of parks, and access routes and rights-of-way within parks, repealing and substituting DMMC 19.12.010 and .020 and repealing DMMC 19.12.030-150, and chapter 19.16 DMMC.

**WHEREAS**, the City Council has adopted a Parks, Recreation and Senior Services Master Plan which lists City Parks, and

**WHEREAS**, the purpose of this Ordinance is to formally designate all City Parks listed in the Parks, Recreation and Senior Services Master Plan as City Parks; now therefore,

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

**Sec. 1.** DMMC 19.12.010 and section 1 of Ordinance No. 772 are each repealed, and the following is substituted:

**Park designation.** The areas listed as existing City recreation resources in the Parks, Recreation and Senior Services Master Plan as presently constituted or as may be subsequently amended are designated as City parks.

**Sec. 2.** DMMC 19.12.020 and section 2 of Ordinance No. 772 are each repealed, and the following is substituted:

**Redondo Park.** Consistent with the City's harbor code (chapter 15.04 DMMC), Redondo Park shall be considered part of the marina as it constitutes City property adjacent to Puget Sound. Accordingly, the Harbormaster shall be responsible for management and enforcement actions to govern the use and enjoyment of Redondo Park. The Harbormaster's authority in Redondo Park shall include all powers granted under the City's harbor code as well as the power to enforce City park use regulations adopted under chapter 19.08 DMMC.

**Sec. 3. Repealer.**

(1) DMMC 19.12.030 and section 3 of Ordinance No. 772 are each repealed.

(2) DMMC 19.12.040 and section 4 of Ordinance No. 772 are each repealed.

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(3) DMMC 19.12.050 and section 1 of Ordinance No. 1049 are each repealed.

(4) DMMC 19.12.060 and section 2 of Ordinance No. 1049 are each repealed.

(5) DMMC 19.12.070 and section 3 of Ordinance No. 1049 are each repealed.

(6) DMMC 19.12.080 and section 4 of Ordinance No. 1049 are each repealed.

(7) DMMC 19.12.090 and section 5 of Ordinance No. 1049 are each repealed.

(8) DMMC 19.12.100 and section 6 of Ordinance No. 1049 are each repealed.

(9) DMMC 19.12.110 and section 5 of Ordinance No. 1101 are each repealed.

(10) DMMC 19.12.120 and section 3 of Ordinance No. 1181 are each repealed.

(11) DMMC 19.12.130 and section 1 of Ordinance No. 1207 are each repealed.

(12) DMMC 19.12.140 and section 2 of Ordinance No. 1207 are each repealed.

(13) DMMC 19.12.150 and section 3 of Ordinance No. 1207 are each repealed.

**Sec. 4. Repealer.** Chapter 19.16 DMMC and sections 1 through 4 of Ordinance No. 1101 are each repealed.

**Sec. 5. Severability - Construction.**

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

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

Ordinance No. \_\_\_\_\_  
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**Sec. 6. Effective date.** This Ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

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

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

APPROVED AS TO FORM:

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

ATTEST:

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

Published: \_\_\_\_\_

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

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## A G E N D A   I T E M

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

SUBJECT: AMEC Contract Supplement – Public Works Yard Groundwater Remediation Work

ATTACHMENTS:

1. AMEC Addendum to Services (Supplement No. 7)
2. Groundwater Analytical Results

FOR AGENDA OF: March 23, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 16, 2017

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DJB

☒ Legal NG

☒ Finance DM

☐ Courts N/A

☐ Police N/A

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

#### **Purpose and Recommendation**

The purpose of this agenda is to seek City Council approval of Supplement #7 (Attachment 1) of the contract with AMEC Environmental for extending for another two years the groundwater remediation work being done at the Public Works Yard (21650 11<sup>th</sup> Avenue South). The remediation work is now in its final phase with 2-3 years of treatment remaining. Staff recommends approval of the contract supplement. The following motion will appear on the Consent Calendar:

#### **Suggested Motion**

**Motion:** “I move to approve contract Supplement No. 7 for professional services with AMEC Foster Wheeler Environmental & Infrastructure, Inc. for the groundwater remediation at the Public Works Yard in the amount of \$102,504.00, bringing the total amount for the contract to \$534,890, authorize the City Manager to approve additional supplements as necessary up to \$20,000 for the entire contract, and to authorize the City Manager to sign said supplement substantially in the form as submitted.”

## **Background**

In 1992, following a mandatory site characterization study, contaminated soil and groundwater was discovered in the vicinity of the gasoline fuel tank located east of the Public Works Building (21650 11<sup>th</sup> Avenue South) and the adjoining property line. Subsequently, all of the tanks and fuel dispensers were removed.

In 1994, remediation of the contaminated soil and groundwater began using a soil vapor extraction system for the soil and a pump and treat system for the groundwater. Fifteen monitoring wells have been installed at the site with four of the wells being used as groundwater extraction wells before being treated in an air sparging tank and discharged to the Midway Sewer District system. In 1996, soil confirmation borings were made indicating that the soil contamination was below cleanup levels.

To speed up the groundwater remediation process that had been ongoing since 1994, the pump and treat system was modified in 2010 to pump/diffuse air into the groundwater to promote natural biodegradation of the contamination plume. Two additional extraction wells were also installed to increase the amount of pumping and to draw diffused air through the impacted groundwater. Following this work, an estimated 65,000 gallons was being pumped and treated per year. In 2014, necessary upgrades were made to the system by installing two additional in-well air diffusers and to redevelop well No. 3 that had been fouled with mildew and to replace the system compressor. These upgrades were approved as contract supplement 5.

Since operation of the groundwater treatment system, monitoring tests show that contamination levels of gasoline dropped from 200,000 parts per billion (ppb) in 1994 to 91,000 ppb in 2008. Since the system was modified in 2010, the monitoring tests show gasoline levels have further dropped to 10,000 ppb with 1,000 ppb being the cleanup level needed (See Attachment 2, May 19, 2016 tests from extraction well MW-3). Of the 15 monitoring wells, only two wells currently have groundwater readings above cleanup levels with MW-3 exceeding the cleanup for gasoline, benzene and total xylenes and MW-14 exceeding the cleanup for benzene. See Attachment 2 for Groundwater Analytical Results.

## **Discussion**

Since the system was modified in 2010 and 2014, slow but steady progress has been made in cleaning the groundwater, however, the remediation has been interrupted for extended periods of time due to system failure. The contamination plume has shrunk with only two of the four recovery wells above cleanup levels. At the current pace of readings dropping by nearly half every year, it is expected that within 2-3 years all of the wells will be below cleanup levels for all contaminants (gasoline, benzene, toluene, ethyl benzene and xylene). Once all readings are below cleanup levels for one year (four quarters) the remediation system is turned off and the site monitored for one year. Then, if the test readings remain below cleanup the site is considered clean and all wells are to be properly abandoned (filled).

The attached Addendum to Services (contract supplement No. 7) provides for two years of work (2017 through 2018) and includes:

1. Routine operation and system maintenance \$37,124
2. Quarterly sampling and required reports - sewer discharge report and groundwater monitoring report \$65,380

Given the age of the system, a \$20,000 contract contingency is being requested to cover unforeseen expenses such as equipment replacement or major repairs.

**Alternatives**

Because work needs to be done in order to meet Department of Ecology compliance no alternative is suggested for the proposal of work for 2017 and 2018.

**Financial Impact**

Annual cost for the remedial work is approximately \$61,300. This includes the services provided by AMEC (\$51,300 annually), the discharge permit fee by Ecology (\$4,500), review charges by Ecology (\$2,500), and discharge costs to the Midway Sewer District System (\$3,000 annually). \$81,200 has been budgeted in the Self Insurance Fund to cover these expenses plus provide approximately \$20,000 as contingency for unanticipated costs (system repairs or equipment replacement).

**Recommendation**

Substantial progress is being made to reduce the levels of groundwater contamination at the Public Works Yard site and staff anticipates that within 2-3 years using the current remediation system the site will reach cleanup levels and can begin the process of closure. Staff recommends approving the contract supplement with AMEC for continuing the site work for another two years (2017 and 2018).

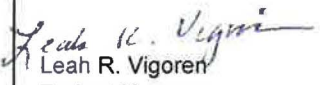
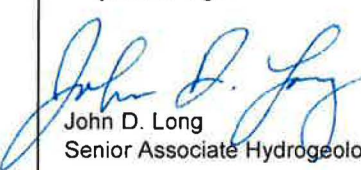
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## ADDENDUM TO SERVICES

|      |                                                                                                                                          |                                                      |                           |                |
|------|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|---------------------------|----------------|
| TO   | City of Des Moines<br>Department of Public Works<br>21650 11th Avenue South<br>Des Moines, WA 98198<br><br>Attn: Loren Reinhold          | DATE<br>January 20, 2017                             | PROPOSAL NO.<br>91P-23191 | PAGE<br>1 OF 1 |
|      |                                                                                                                                          | PROPOSAL NAME<br>Groundwater Remediation Action Plan |                           |                |
|      |                                                                                                                                          | LOCATION<br>Des Moines, WA                           |                           |                |
| FROM | Amec Foster Wheeler Environment & Infrastructure, Inc.<br>600 University Street, Suite 600<br>Seattle, WA 98101<br>Attn: Leah R. Vigoren | SUBJECT<br>Supplement 7<br>(Change Order #7)         |                           |                |

| ITEM                                                                                                                              | SCOPE OF WORK                                                                                                                                                                                               | ESTIMATED COST |
|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 0                                                                                                                                 | This addendum to our Master Services Agreement is Change Order #7 to Contract 91P-19822. The CO #7 budget covers a two-year contract period from 2017 to 2018. See attached proposal dated January 20, 2017 |                |
|                                                                                                                                   | CHANGE ORDER #7                                                                                                                                                                                             | \$102,504      |
| Task 1                                                                                                                            | Routine O&M                                                                                                                                                                                                 | \$37,124       |
| Task 2                                                                                                                            | Quarterly sampling and reporting                                                                                                                                                                            | \$65,380       |
|                                                                                                                                   | CHANGE ORDER #6 (approved on 5/27/2015)                                                                                                                                                                     | \$111,016      |
| Task 1                                                                                                                            | Routine O&M                                                                                                                                                                                                 | \$49,941       |
| Task 2                                                                                                                            | Quarterly sampling and reporting                                                                                                                                                                            | \$61,075       |
|                                                                                                                                   | CHANGE ORDER #5 (approved on 10/27/2014)                                                                                                                                                                    | \$24,931       |
|                                                                                                                                   | CHANGE ORDER #4 (12/19/2013)                                                                                                                                                                                | \$0            |
|                                                                                                                                   | CHANGE ORDER #3 (approved on 12/13/2011 for two years 2012 to 2013)                                                                                                                                         | \$129,730      |
|                                                                                                                                   | CHANGE ORDER #2                                                                                                                                                                                             | \$0            |
|                                                                                                                                   | CHANGE ORDER #1 (approved 2/19/2010)                                                                                                                                                                        | \$79,035       |
|                                                                                                                                   | Carryover from original budget                                                                                                                                                                              | \$63,885       |
|                                                                                                                                   | Change Order 1 additional budget                                                                                                                                                                            | \$15,150       |
|                                                                                                                                   | Original proposal budget = \$151,559 (budget) – \$63,885 (unspent)                                                                                                                                          | \$87,674       |
| Original budget (\$151,559) approved on 9/11/2008 was under separate contract. Remaining budget was used under existing contract. |                                                                                                                                                                                                             |                |

| SUBMITTED BY                                                                                                                          | AUTHORIZED BY                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <br>Leah R. Vigoren<br>Project Manager              | ORGANIZATION<br><br><br>SIGNATURE AND DATE<br><br><br>NAME AND TITLE |
| <br>John D. Long<br>Senior Associate Hydrogeologist |                                                                      |



January 20, 2017

Proposal No. 91P-23191

Mr. Loren Reinhold  
City of Des Moines  
Department of Public Works  
21650 11th Avenue South  
Des Moines, WA 98198

**Subject: Groundwater Remediation Action Plan  
Change Order #7  
Des Moines, WA**

Dear Mr. Reinhold:

This addendum to our Master Services Agreement constitutes Change Order (CO) #7 to Contract 91-19822. The CO #7 budget covers a two-year contract period, from 2017 to 2018.

The CO #7 scope of work covers ongoing operations and maintenance (O&M) (Task 1), as well as sampling and reporting (Task 2). Cost for each task is estimated, and it may be necessary to reallocate funds between the tasks; however, the overall budget for CO #7 will not be exceeded without authorization.

The following paragraphs outline the continuing scope of work for O&M and groundwater remediation services.

### **TASK 1: ROUTINE OPERATION AND MAINTENANCE**

The scope of work for O&M includes inspections and quarterly O&M. Costs for inspections include travel time to the site, travel expenses, parking expenses, system inspections, routine maintenance, and project management. The quarterly O&M costs include travel time, travel expenses, routine maintenance, miscellaneous parts, and project management time.

In addition, the budget includes miscellaneous O&M contingency costs and the cost for planned sparge tank upgrades. The sparge tank upgrades include installation of a baffle in the tank to improve water treatment, which will make the process more efficient. We also included costs to replace the granular activated carbon units twice.

### **TASK 2: QUARTERLY SAMPLING AND REPORTING**

The costs associated with quarterly sampling and reporting include travel expenses, travel time, sampling, sampling supplies, sample analysis per quarter, webDMR, data calculations, monitoring flow totals, data download, 2017 and 2018 Annual Reports, and project management. Samples will be collected from groundwater monitoring wells MW-3, MW-4, MW-5, MW-6, MW-13, MW-14, and

Amec Foster Wheeler Environment & Infrastructure, Inc.  
11810 North Creek Parkway N  
Bothell, Washington 98011  
(425) 368-1000 Phone  
(425) 368-1001 Facsimile  
[www.amecfw.com](http://www.amecfw.com)

Mr. Loren Reinhold  
City of Des Moines  
January 20, 2017  
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MW-15 (and potentially MW-12) as well as duplicates; influent and effluent water samples; and air system samples collected at discharge points. The groundwater samples will be analyzed for gasoline and for benzene, toluene, ethylbenzene, and xylene (BTEX); water system samples will be analyzed for gasoline, BTEX, pH, and lead; and air samples will be analyzed for gasoline and BTEX.

## **BUDGET SUMMARY**

### **Change Order #7**

|                                               |                  |
|-----------------------------------------------|------------------|
| Task 1. Routine O&M.....                      | \$37,124         |
| Task 2. Quarterly sampling and reporting..... | \$65,380         |
| <b>Change Order #7 Budget.....</b>            | <b>\$102,504</b> |

### **Change Order #6 (approved on 5/27/2015)**

|                                               |                  |
|-----------------------------------------------|------------------|
| Task 1. Routine O&M.....                      | \$49,941         |
| Task 2. Quarterly sampling and reporting..... | \$61,075         |
| <b>Change Order #6 Budget.....</b>            | <b>\$111,016</b> |

### **Change Order #5 (approved on 10/27/2014)**

|                             |          |
|-----------------------------|----------|
| Change Order #5 Budget..... | \$24,931 |
|-----------------------------|----------|

### **Change Order #4 (12/19/2013)**

|                             |     |
|-----------------------------|-----|
| Change Order #4 Budget..... | \$0 |
|-----------------------------|-----|

### **Change Order #3 (approved on 12/13/2011 for two years 2012 to 2013)**

|                             |           |
|-----------------------------|-----------|
| Change Order #3 Budget..... | \$129,730 |
|-----------------------------|-----------|

### **Change Order #2**

|                             |     |
|-----------------------------|-----|
| Change Order #2 Budget..... | \$0 |
|-----------------------------|-----|

### **Change Order #1 (approved 2/19/2010)**

|                                       |                 |
|---------------------------------------|-----------------|
| Budget carryover from original.....   | \$63,885        |
| Change Order 1 additional budget..... | \$15,150        |
| <b>Total CO #1.....</b>               | <b>\$79,035</b> |

|                                                                                       |          |
|---------------------------------------------------------------------------------------|----------|
| Original proposal budget = \$151,559 (budget) – \$63,885 (unspent) <sup>a</sup> ..... | \$87,674 |
|---------------------------------------------------------------------------------------|----------|

a. Original budget (\$151,559) approved on 9/11/2008 was under separate contract. Budget was reallocated to Change Order #1.



Mr. Loren Reinhold  
City of Des Moines  
January 20, 2017  
Page 3 of 3

All services will be performed with our current Amec Foster Wheeler Time & Materials Services Agreement (US-03 T&M Rev 04/13), a copy of which is enclosed. To authorize our proposed scope of work, please have an appropriate authority sign the enclosed Addendum to Services and return a copy to us. Thank you!

Sincerely yours,  
Amec Foster Wheeler Environment & Infrastructure, Inc.

A handwritten signature in blue ink, appearing to read "Leah R. Vigoren".

Leah R. Vigoren  
Project Manager

A handwritten signature in blue ink, appearing to read "John D. Long".

John D. Long, LG, LHg  
Senior Associate Hydrogeologist

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Enclosures: Addendum to Services  
Cost Estimate Table  
Services Agreement

| Cost Estimate and Items |                                                         | Rate        | O&M Activities |              | Sampling Activities |              | ESTIMATED TOTAL |               |
|-------------------------|---------------------------------------------------------|-------------|----------------|--------------|---------------------|--------------|-----------------|---------------|
| LABOR                   |                                                         |             | Units          | Est. Cost    | Units               | Est. Cost    | Units           | Est. Cost     |
|                         | Principal                                               | \$ 250.00   |                | \$ -         |                     | \$ -         | 0               | \$ -          |
|                         | Sr. Associate                                           | \$ 200.00   |                | \$ -         |                     | \$ -         | 0               | \$ -          |
|                         | Associate                                               | \$ 185.00   | 4              | \$ 740.00    | 10                  | \$ 1,850.00  | 14              | \$ 2,590.00   |
|                         | Senior Engineer/Scientist 2                             | \$ 165.00   | 10             | \$ 1,650.00  | 40                  | \$ 6,600.00  | 50              | \$ 8,250.00   |
|                         | Senior Engineer/Scientist 1                             | \$ 150.00   | 5              | \$ 750.00    | 5                   | \$ 750.00    | 10              | \$ 1,500.00   |
|                         | Staff Level III                                         | \$ 135.00   | 40             | \$ 5,400.00  | 150                 | \$ 20,250.00 | 190             | \$ 25,650.00  |
|                         | Staff Level II                                          | \$ 115.00   | 120            | \$ 13,800.00 | 100                 | \$ 11,500.00 | 220             | \$ 25,300.00  |
|                         | Staff Level I                                           | \$ 110.00   |                | \$ -         |                     | \$ -         | 0               | \$ -          |
|                         | Senior Technician                                       | \$ 90.00    |                | \$ -         |                     | \$ -         | 0               | \$ -          |
|                         | Technician 2                                            | \$ 80.00    |                | \$ -         |                     | \$ -         | 0               | \$ -          |
|                         | Technician 1                                            | \$ 70.00    |                | \$ -         |                     | \$ -         | 0               | \$ -          |
|                         | Technical Editor                                        | \$ 110.00   |                | \$ -         |                     | \$ -         | 0               | \$ -          |
|                         | Drafter                                                 | \$ 105.00   | 10             | \$ 1,050.00  | 20                  | \$ 2,100.00  | 30              | \$ 3,150.00   |
|                         | Project Assistant                                       | \$ 75.00    | 5              | \$ 375.00    | 10                  | \$ 750.00    | 15              | \$ 1,125.00   |
|                         | Clerical/word processing                                | \$ 65.00    | 5              | \$ 325.00    | 20                  | \$ 1,300.00  | 25              | \$ 1,625.00   |
| DIRECT COST             | Mileage/per mile                                        | \$ 0.59     | 150            | \$ 88.50     | 150                 | \$ 88.50     | 300             | \$ 177.00     |
|                         |                                                         |             |                | \$ -         |                     | \$ -         | 0               | \$ -          |
|                         | Office overhead on staff (6%)                           |             |                | \$ 1,445.40  |                     | \$ 2,711.31  | 0               | \$ 4,156.71   |
|                         | Subcontractor handling (15%)                            |             |                | \$ 1,500.00  |                     | \$ 2,280.00  | 0               | \$ 3,780.00   |
| CONTRACTOR COST         | Laboratory                                              | \$ 1,600.00 |                | \$ -         | 8                   | \$ 12,800.00 | 8               | \$ 12,800.00  |
|                         | Sampling supplies (pid, water level, flow through cell) | \$ 300.00   |                | \$ -         | 8                   | \$ 2,400.00  |                 |               |
|                         | Misc. O&M                                               | \$10,000.00 | 1              | \$ 10,000.00 |                     | \$ -         | 1               | \$ 10,000.00  |
|                         | Total labor - hours                                     |             |                | 199          |                     | 355          |                 | 554           |
|                         | Total labor - costs                                     |             |                | \$ 24,090.00 |                     | \$ 45,100.00 |                 | \$ 69,190.00  |
|                         | Total direct costs                                      |             |                | \$ 3,033.90  |                     | \$ 5,079.81  |                 | \$ 8,113.71   |
|                         | Total subcontractors                                    |             |                | \$ 10,000.00 |                     | \$ 15,200.00 |                 | \$ 25,200.00  |
|                         | Total Cost                                              |             |                | \$ 37,123.90 |                     | \$ 65,379.81 |                 | \$ 102,503.71 |



**SERVICES AGREEMENT  
(Time and Materials)**

THIS AGREEMENT (the "Agreement"), effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, is made by and between Amec Foster Wheeler Environment & Infrastructure, Inc., a Nevada corporation, with an address at 11810 North Creek Parkway N., Bothell, WA 98011 ("AmecFW") and City of Des Moines, Department of Public Works, with an address at 21650 11th Avenue South, Des Moines, WA 98198 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

**1. SCOPE OF SERVICES:** This Agreement sets forth the terms and conditions pursuant to which AmecFW will provide CLIENT services (the "Services") as described in its proposal, dated January 20, 2017, attached as Exhibit 1.

**2. COMPENSATION:** AmecFW will be compensated in US dollars for its Services on a time-and-materials basis.

AmecFW shall be reimbursed for all hours worked, all applicable taxes, and other costs incurred at the rates and terms set forth on Exhibit 1. Should the total cost of AmecFW's performance be greater than the estimated amount, AmecFW will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

In addition to the amount payable for services, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified. If Services are required to be provided in any foreign jurisdiction (i.e. – outside the US), CLIENT shall compensate AmecFW for any and all additional taxes, penalties, duties, levies or other charges by any governmental authority assessed or imposed in relation to this Agreement or the Services or any part thereof, which exceed those imposed in the US and whether assessed or imposed on AmecFW, its employees, its subcontractors or otherwise.

Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a one and one-half percent (1.5%) per month late fee on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by AmecFW in the collection of delinquent invoice amounts shall be paid by CLIENT.

Payment will be made to AmecFW at the address specified on AmecFW's invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify AmecFW of that fact in writing within ten (10) days from the date of receipt of AmecFW's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by AmecFW. AmecFW may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) AmecFW reasonably believes that CLIENT will be unable to pay AmecFW in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until AmecFW has been paid in full for all balances past due including applicable service charges and CLIENT provides AmecFW with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

The rates stated in the Proposal or included in Exhibit 1 shall be the basis for determining AmecFW's compensation for any Services. After January 1 of each subsequent calendar year, the rates may be increased by AmecFW up to an overall average increase of five percent (5%); provided that an overall average increase in excess of five percent (5%) shall be subject to CLIENT's approval. AmecFW shall provide CLIENT with thirty (30) days advance notice of any change in rates.

**3. STANDARD OF CARE:** AMECFW will perform the Scope of Services specified utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of AmecFW's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**4. INDEPENDENT CONTRACTOR:** AmecFW shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. AmecFW shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by AmecFW and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

**5. INSURANCE:** AmecFW will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

**6. CHANGES:** CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of AmecFW, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should AmecFW encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, AmecFW shall promptly provide notice to CLIENT before the conditions are disturbed. CLIENT shall promptly investigate such conditions. If, in AmecFW's reasonable opinion, the conditions cause an increase or decrease in AmecFW's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in AmecFW's compensation, schedule, or both. In the event no Change Order is agreed to, AmecFW reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

**7. FORCE MAJEURE:** Should performance of Services by AmecFW be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by AmecFW; earthquakes; fires; floods; labor disturbances; epidemics; and unusually severe weather. AmecFW will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by AmecFW.

**8. INSTRUMENTS OF SERVICE:** All reports, drawings, plans, or other documents (or copies) furnished to AmecFW by the CLIENT, shall at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however, that AmecFW may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by AmecFW under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with AmecFW.

CLIENT agrees as follows: (i) the instruments of service (a) may be used and relied upon only by CLIENT and, subject to the terms of this Agreement, its design team solely for the design of the Project, (b) will not be used other than for the Project, but may be submitted for any necessary regulatory approval, (c) may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by, AmecFW and (d) will reflect AmecFW's findings as to conditions that existed only at the time the Services were performed; (ii) AmecFW (a) makes no representations as to any facts or assumptions provided to, but not independently verified by, AmecFW and (b) may rely on all of the information and data provided by CLIENT to AmecFW being accurate and complete; (iii) any third party who wishes to rely on any instruments of service must first sign AmecFW's Reliance Letter Agreement; and (iv) if CLIENT requests instruments of service on electronic media, the electronic copy may be inaccurate or incomplete and the document retained by AmecFW will be the official document, and any modification(s) of the electronic copy made by CLIENT will be at its own risk. CLIENT hereby releases, defends, indemnifies, and holds harmless AmecFW from and against all liabilities asserted against, or incurred by, AmecFW related to the breach by CLIENT of any of the foregoing agreements; provided, if CLIENT is a governmental entity, it has no obligation to defend or indemnify AmecFW.

**9. CLIENT'S RESPONSIBILITIES:** CLIENT agrees to: (i) provide AmecFW all available material, data, and information pertaining to the Services, including, without limitation, plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests, written reports, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site and shall immediately transmit to AmecFW any new information that becomes available or any changes in plans; (ii) convey and discuss such materials, data, and information with AmecFW; and (iii) ensure cooperation of CLIENT's employees.

CLIENT shall indemnify, defend, and save AmecFW harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors, or agents; (iii) any allegation that AmecFW is the owner or operator of a site, or arranged for the treatment, transportation or disposal of hazardous materials, including all adverse health effects thereof and (iv) site access or damages to any subterranean structures or any damage required for site access.

In addition, where the Services include preparation of plans and specifications and/or construction oversight activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless AmecFW from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.

**10. SITE ACCESS:** CLIENT shall at its cost and at such times as may be required by AmecFW for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for AmecFW's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. AmecFW will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to AmecFW in connection with its work.

**11. WARRANTY OF TITLE, WASTE OWNERSHIP:** CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. If the samples or wastes resulting from the Services contain any contaminants, AmecFW, as the CLIENT's agent, and at CLIENT's direction and expense, will either (i) return such samples or wastes to, or leave them with, CLIENT for appropriate disposal or (ii) using a manifest signed by CLIENT as generator and arranger, coordinate the transport of such samples or wastes to an approved facility selected by CLIENT for final disposal, using a transporter selected by CLIENT. At no time will AmecFW assume possession or title, constructive or express, to any such samples or wastes. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples and wastes.

**12. LIMITATION OF LIABILITY:** As part of the consideration AmecFW requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against AmecFW by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against AmecFW or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of AmecFW's standard of care hereunder shall be to require AmecFW to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF AMECFW TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF AMECFW IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO AMECFW BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST AMECFW OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF AMECFW IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, AmecFW would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by AmecFW, (iv) the Limitation is merely a limitation of, and not an exculpation from, AmecFW's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless AmecFW, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to AmecFW performing the Services in accordance with the Standard of Care.

AmecFW and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either AmecFW or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which AmecFW shall be liable are limited to that proportion of such damages which is attributable to AmecFW's percentage of fault subject to the other limitations herein.

**13. ASSIGNMENT AND SUBCONTRACTING:** Neither party shall assign its interest in this Agreement without the written consent of the other, except that AmecFW may assign its interest in the Agreement to related or affiliated companies of AmecFW or subcontract portions of the Services to a qualified subcontractor without the consent of CLIENT.

If services are required in New York, AmecFW will arrange for such services to be provided by an associated firm and this agreement, where required, shall be deemed to be directly between the CLIENT and the licensed firm for all purposes related to the specific scope of services. AmecFW shall retain responsibility in accordance with this Agreement for all services performed.

**14. COST ESTIMATES:** If included in the Services, AmecFW will provide cost estimates based upon AmecFW's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only AmecFW's judgment as a professional and, if furnished, only for CLIENT's general guidance and are not guaranteed as to accuracy.

**15. DISPUTE RESOLUTION:** If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, AmecFW and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of AmecFW and CLIENT. If such negotiations are unsuccessful, AmecFW and CLIENT agree to attempt to settle the dispute by good faith mediation if both parties agree. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the state of the AmecFW office entering into this Agreement. TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

**16. TERM AND TERMINATION:** The term of this Agreement shall commence as of the day and year first written above, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than ten (10) days advance written notice to the other party. AmecFW may terminate this Agreement immediately in writing if CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

Notwithstanding the termination of this Agreement, this Agreement will survive as to the Services provided prior to the Agreement's effective termination date, until all of the rights and obligations of both parties thereunder have been fulfilled.

CLIENT shall compensate AmecFW for all Services performed hereunder through the date of any termination and all reasonable costs and expenses incurred by AmecFW in effecting the termination, including non-cancelable commitments and demobilization costs.

**17. NOTICE:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement (or such other address as the parties may designate from time to time in writing) and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. Notices shall be effective: (a) upon receipt after being delivered personally, (b) 3 days after being deposited in the mail as described above, or (c) 2 days after being deposited with a commercial courier service.

**18. CONFIDENTIALITY:** Both parties shall keep all information and data provided by the other party pertaining to the Services strictly confidential, and unless such information and data is already in the public domain on the date of the Agreement, neither party shall publish or otherwise disseminate such information and data to any third party without receiving written permission to do so from the source of such information or data. If disclosure of such confidential information is required by law or legal process, the party obligated to disclose such information should provide reasonable advance notice to the party that provided such information.

**19. WAIVER:** The failure of either AmecFW or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by AmecFW or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

**20. SEVERABILITY AND HEADINGS:** Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby. The headings used in this Agreement are for general reference only and do not have special significance.

**21. GOVERNING LAWS/LANGUAGE:** This Agreement shall be governed and construed in accordance with the laws of the state of the AmecFW office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

**22. NONDISCRIMINATION AND AFFIRMATIVE ACTION:** AmecFW agrees to comply with Executive Order 11246 and the applicable federal regulations pertaining to nondiscrimination and affirmative action, including the Equal Opportunity Clause, the Affirmative Action Clause for Handicapped Workers, and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era. Further, AmecFW agrees that its facilities are not segregated.

**23. FIELD REPRESENTATION:** The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by AmecFW. The presence of AmecFW's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. AmecFW's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that AmecFW is not responsible for safety or security at a site, other than for AmecFW's employees, and that AmecFW does not have the contractual duty or legal right to stop the work of others.

**24. AUTHORIZATION TO SIGN:** The person signing this Agreement warrants that he has authority to sign as, or on behalf of, the CLIENT for whom or for whose benefit AmecFW's services are rendered.

**25. ANTI-BRIBERY:** The Parties undertake to protect the standards of business practice of the other Party at all times and to act in such a way as to uphold the good name and reputation of the other Party and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon the other Party and, in particular, the Parties will not:

(a) Offer or give or agree to give to any director, officer, employee or agent of the other Party or any other entity any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any contract or for showing or forbearing to show any favor or disfavor to any person in relation to any contract.

(b) Induce or attempt to induce any officer, servant or agent of any private or public body to neither depart from his duties to his employer nor be involved with any such arrangement.

**26. ENTIRE AGREEMENT:** The terms and conditions set forth herein constitute the entire understanding and agreement of AmecFW and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Any modification or revision of any provision set forth herein or any additional provision contained in any purchase order, acknowledgment, or other form of the CLIENT is hereby superseded and expressly objected to by AmecFW and shall not operate to modify this Agreement. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall AmecFW be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by AmecFW. CLIENT shall endeavor to reference this Agreement on any purchase order or other form it may issue to procure AmecFW services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and AmecFW have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

**CLIENT**

**Amec Foster Wheeler Environment & Infrastructure, Inc.**

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

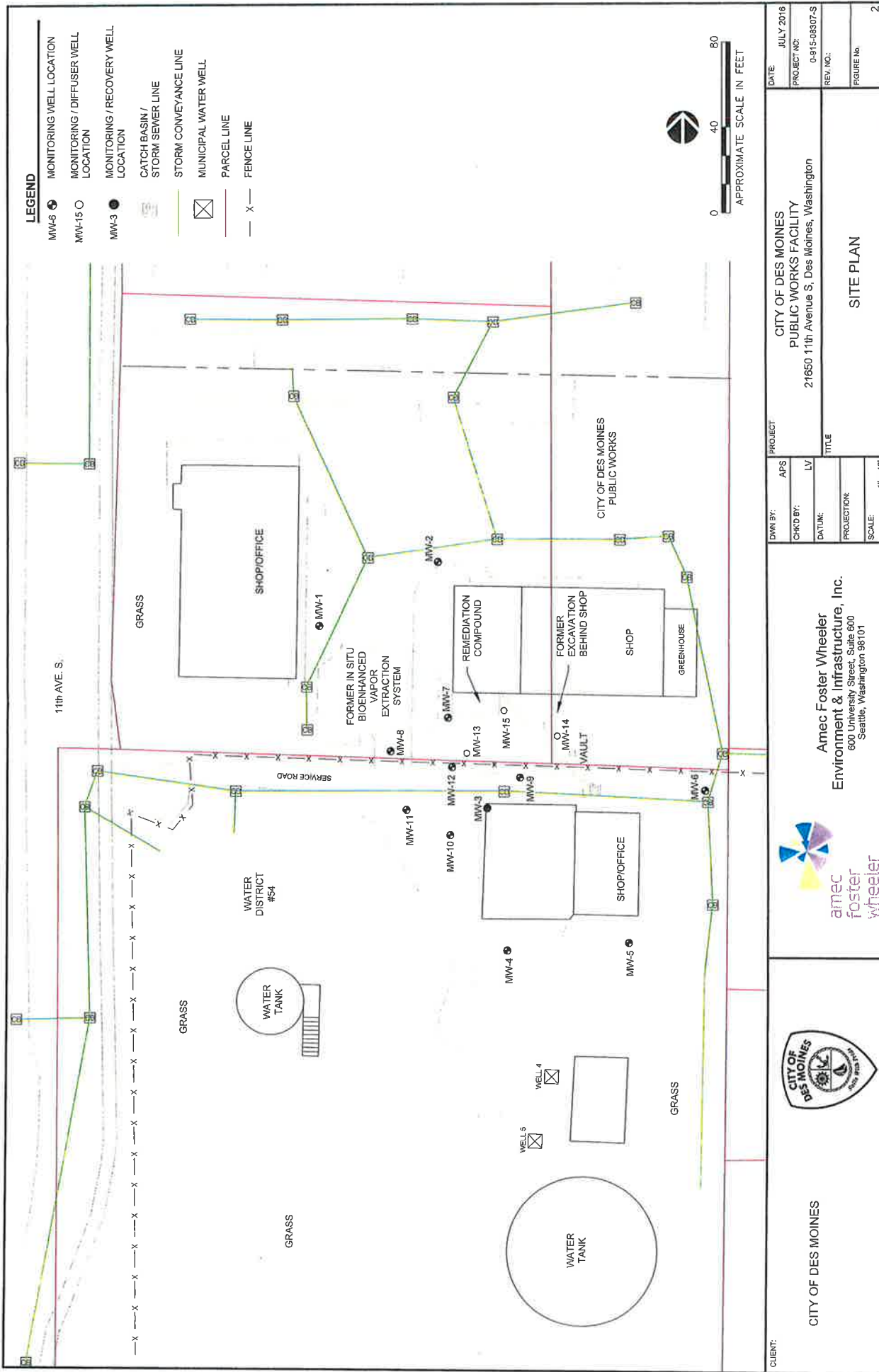
By: \_\_\_\_\_

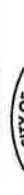
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Title: \_\_\_\_\_



|             |                               |                                                                                                                                             |                                                                                                                                              |                                             |  |             |               |
|-------------|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--|-------------|---------------|
| CLIENT:     | <div>CITY OF DES MOINES</div> | <div><br/><div>amec<br/>foster<br/>wheeler</div></div> | <div>Amec Foster Wheeler<br/>Environment &amp; Infrastructure, Inc.<br/>600 University Street, Suite 900<br/>Seattle, Washington 98101</div> | PROJECT                                     |  | DATE:       | JULY 2016     |
|             |                               |                                                                                                                                             |                                                                                                                                              | CITY OF DES MOINES<br>PUBLIC WORKS FACILITY |  | PROJECT NO: | 0-915-08307-S |
|             |                               |                                                                                                                                             |                                                                                                                                              | 21650 11th Avenue S, Des Moines, Washington |  | REV. NO.:   |               |
|             |                               |                                                                                                                                             |                                                                                                                                              | TITLE                                       |  | SITE PLAN   |               |
|             |                               |                                                                                                                                             |                                                                                                                                              | DWG BY: APS                                 |  |             |               |
| CHKD BY: LV |                               |                                                                                                                                             |                                                                                                                                              |                                             |  |             |               |
| DATE:       |                               |                                                                                                                                             |                                                                                                                                              |                                             |  |             |               |
| PROJECTION: |                               |                                                                                                                                             |                                                                                                                                              |                                             |  |             |               |
| SCALE:      |                               |                                                                                                                                             |                                                                                                                                              |                                             |  |             |               |

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## Client Draft

TABLE 3

**GROUNDWATER ANALYTICAL RESULTS**<sup>1,2</sup>  
 City of Des Moines  
 Des Moines, Washington



all concentrations in micrograms per liter (µg/L)

| Monitoring Well ID                  | Sampling Date | Sample ID    | Gasoline Range Hydrocarbons | Benzene  | Toluene     | Ethylbenzene | m,p-Xylene | o-Xylene  | Total Xylenes |
|-------------------------------------|---------------|--------------|-----------------------------|----------|-------------|--------------|------------|-----------|---------------|
| <b>MTCA Method A Cleanup Levels</b> |               |              | <b>1000/800<sup>3</sup></b> | <b>5</b> | <b>1000</b> | <b>700</b>   | <b>NA</b>  | <b>NA</b> | <b>1000</b>   |
| MW-3 <sup>4</sup>                   | 2/17/2010     | MW3-021710   | 4,800                       | 1.7      | 32          | 140          | 560        | 240       | 800           |
|                                     | 2/17/2010     | DUP-021710   | 4,700                       | 1.6      | 31          | 120          | 460        | 210       | 670           |
|                                     | 5/13/2010     | MW3-051310   | 79,000                      | 330      | 12,000      | 2,100        | 7,600      | 2,600     | 10,200        |
|                                     | 8/31/2010     | MW3-83110    | 8,100                       | 390      | 640         | 220          | 750        | 210       | 960           |
|                                     | 11/16/2010    | MW3-111610   | 4,900                       | 3.0      | 14          | 140          | 490        | 230       | 720           |
|                                     | 11/16/2010    | DUP-111610   | 4,800                       | 3.3      | 13          | 140          | 510        | 240       | 750           |
|                                     | 5/27/2011     | MW3-52711    | 29,000                      | 120      | 5,200       | 1,100        | 4,000      | 1,400     | 5,400         |
|                                     | 8/16/2011     | MW3-081611   | 3,300                       | 370      | 19          | 87           | 410        | 13        | 423           |
|                                     | 8/16/2011     | DUP-081611   | 4,000                       | 400      | 20          | 99           | 490        | 13        | 503           |
|                                     | 11/11/2011    | MW03-111111  | 3,500                       | 500      | 13          | 50           | 350        | 9.7       | 360           |
|                                     | 11/11/2011    | DUP-111111   | 3,500                       | 500      | 10          | 51           | 410        | 8.6       | 419           |
|                                     | 2/16/2012     | MW3-021612   | 3,400                       | <4.0     | 7.4         | 140          | 390        | 170       | 560           |
|                                     | 5/17/2012     | MW03-051712  | 11,000                      | 7.5      | 14          | 300          | 870        | 390       | 1,260         |
|                                     | 5/17/2012     | DUP-051712   | 11,000                      | 6.0      | 13          | 290          | 1,100      | 280       | 1,380         |
|                                     | 8/23/2012     | MW3-082312   | 40,000                      | 66       | 3,000       | 830          | 2,900      | 1,000     | 3,900         |
|                                     | 11/27/2012    | MW3-11272012 | 3,300                       | 4.0      | 13          | 150          | 390        | 230       | 620           |
|                                     | 2/13/2013     | MW3-021313   | 3,300                       | 4.1      | 7.9         | 180          | 270        | 65        | 335           |
|                                     | 2/13/2013     | DUP-01       | 3,400                       | 4.1      | 12          | 170          | 250        | 74        | 324           |
|                                     | 5/14/2013     | MW3-51413    | 4,900                       | 9.1      | 620         | 140          | 540        | 310       | 850           |
|                                     | 8/20/2013     | MW3-082013   | 37,000                      | 54       | 6,800       | 1,800        | 5,600      | 2,000     | 7,600         |
|                                     | 8/20/2013     | DUP-1-082013 | 46,000                      | 72       | 7,800       | 2,000        | 6,400      | 2,300     | 8,700         |
|                                     | 11/14/2013    | MW3-111413   | 5,700                       | <4.0     | 6.5         | 160          | 580        | 240       | 820           |
|                                     | 2/20/2014     | MW3-022014   | 590                         | <1.0     | 17          | 7.3          | 66         | 39        | 105           |
|                                     | 5/13/2014     | MW3-051314   | 3,700                       | <4.0     | <4.0        | 150          | 290        | 150       | 440           |
|                                     | 8/12/2014     | MW3-081214   | 19,000                      | 9.0      | 280         | 810          | 2,700      | 570       | 3,270         |
|                                     | 8/12/2014     | DUP-081214   | 19,000                      | 8.9      | 280         | 890          | 2,900      | 620       | 3,520         |
|                                     | 11/24/2014    | MW3-112414   | 4,600                       | 3.3      | 22          | 180          | 650        | 310       | 960           |
|                                     | 11/24/2014    | DUP-112414   | 4,600                       | 3.2      | 22          | 150          | 550        | 260       | 810           |
|                                     | 2/18/2015     | MW3-021815   | 15,000                      | 6.1      | 8.1         | 550          | 2,000      | 350       | 2,350         |

## Client Draft

TABLE 3

**GROUNDWATER ANALYTICAL RESULTS** <sup>1,2</sup>  
 City of Des Moines  
 Des Moines, Washington



all concentrations in micrograms per liter (µg/L)

| Monitoring Well ID                  | Sampling Date | Sample ID      | Gasoline Range Hydrocarbons | Benzene  | Toluene     | Ethylbenzene | m,p-Xylene | o-Xylene  | Total Xylenes |
|-------------------------------------|---------------|----------------|-----------------------------|----------|-------------|--------------|------------|-----------|---------------|
| <b>MTCA Method A Cleanup Levels</b> |               |                | <b>1000/800<sup>3</sup></b> | <b>5</b> | <b>1000</b> | <b>700</b>   | <b>NA</b>  | <b>NA</b> | <b>1000</b>   |
| MW-3 <sup>4</sup><br>(Continued)    | 5/13/2015     | MW3-051315     | 4,500                       | 2.4      | 4.3         | 300          | 1,000      | 330       | 1,330         |
|                                     | 11/19/2015    | MW3-111915     | 8,800                       | 38       | 16          | 350          | 1,100      | 190       | 1,290         |
|                                     | 2/18/2016     | MW3-021816     | 3,200                       | <4.0     | <4.0        | 84           | 240        | 87        | 327           |
|                                     | 5/19/2016     | MW-3-051916    | 10,000                      | 7.4      | 9.4         | 380          | 1,100      | 340       | 1,440         |
| INF                                 | 11/24/2014    | INF-H2O-112414 | 20,000                      | 7.4      | 13          | 580          | 2,500      | 820       | 3,320         |
|                                     | 8/24/2016     | INF-082416     | 18,000                      | 48       | 77          | 1,500        | 1,900      | 240       | 2,140         |
|                                     | 2/23/2017     | INF-022317     | 6,800                       | <4.0     | 14          | 200          | 620        | 250       | 870           |
| MW-4                                | 3/7/2012      | MW4-030712     | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/17/2012     | MW4-051712     | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/23/2012     | MW4-082312     | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/27/2012    | MW4-11272012   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/13/2013     | MW4-021313     | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/14/2013     | MW4-51413      | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/20/2013     | MW4-082013     | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/14/2013    | MW4-111413     | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/20/2014     | MW4-022014     | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/13/2014     | MW4-051314     | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/12/2014     | MW4-081214     | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/24/2014    | MW4-112414     | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/18/2015     | MW4-021815     | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/13/2015     | MW4-051315     | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/19/2015     | MW4-081915     | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/19/2015    | MW4-111915     | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/18/2016     | MW4-021816     | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/19/2016     | MW-4-051916    | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/24/2016     | MW-4-082416    | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/17/2016    | MW-4-111716    | <100                        | <0.20    | <1.0        | <0.20        | <0.40      | <0.20     | <0.60         |
|                                     | 2/23/2017     | MW-4-022317    | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |

## Client Draft

TABLE 3

**GROUNDWATER ANALYTICAL RESULTS <sup>1,2</sup>**  
 City of Des Moines  
 Des Moines, Washington



all concentrations in micrograms per liter (µg/L)

| Monitoring Well ID                  | Sampling Date | Sample ID    | Gasoline Range Hydrocarbons | Benzene  | Toluene     | Ethylbenzene | m,p-Xylene | o-Xylene  | Total Xylenes |
|-------------------------------------|---------------|--------------|-----------------------------|----------|-------------|--------------|------------|-----------|---------------|
| <b>MTCA Method A Cleanup Levels</b> |               |              | <b>1000/800<sup>3</sup></b> | <b>5</b> | <b>1000</b> | <b>700</b>   | <b>NA</b>  | <b>NA</b> | <b>1000</b>   |
| MW-5                                | 3/7/2012      | MW5-030712   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/17/2012     | MW5-051712   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/23/2012     | MW5-082312   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/27/2012    | MW5-11272012 | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/13/2013     | MW5-021313   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/14/2013     | MW5-51413    | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/20/2013     | MW5-082013   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/14/2013    | MW5-111413   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/20/2014     | MW5-022014   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/13/2014     | MW5-051314   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/12/2014     | MW5-081214   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/24/2014    | MW5-112414   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/18/2015     | MW5-021815   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/13/2015     | MW5-051315   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/19/2015     | MW5-081915   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/19/2015    | MW5-111915   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/18/2016     | MW5-021816   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/19/2016     | MW-5-051916  | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
| MW-6                                | 8/24/2016     | MW-5-082416  | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/17/2016    | MW-5-111716  | <100                        | <0.20    | <1.0        | <0.20        | <0.40      | <0.20     | <0.60         |
|                                     | 2/23/2017     | MW-5-022317  | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/17/2010     | MW6-021710   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/13/2010     | MW6-051310   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/31/2010     | MW6-83110    | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/16/2010    | MW6-111510   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/27/2011     | MW6-52711    | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/16/2011     | MW6-081611   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/11/2011    | MW6-111111   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/16/2012     | MW6-021612   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |

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TABLE 3

**GROUNDWATER ANALYTICAL RESULTS <sup>1,2</sup>**  
 City of Des Moines  
 Des Moines, Washington



all concentrations in micrograms per liter (µg/L)

| Monitoring Well ID                  | Sampling Date | Sample ID    | Gasoline Range Hydrocarbons | Benzene  | Toluene     | Ethylbenzene | m,p-Xylene | o-Xylene  | Total Xylenes |
|-------------------------------------|---------------|--------------|-----------------------------|----------|-------------|--------------|------------|-----------|---------------|
| <b>MTCA Method A Cleanup Levels</b> |               |              | <b>1000/800<sup>3</sup></b> | <b>5</b> | <b>1000</b> | <b>700</b>   | <b>NA</b>  | <b>NA</b> | <b>1000</b>   |
| MW-6<br>(Continued)                 | 5/17/2012     | MW6-051712   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/23/2012     | MW6-082312   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/27/2012    | MW6-11272012 | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/13/2013     | MW6-021313   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/14/2013     | MW6-51413    | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/20/2013     | MW6-082013   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/14/2013    | MW6-111413   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/20/2014     | MW6-022014   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/13/2014     | MW6-051314   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/12/2014     | MW6-081214   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/24/2014    | MW6-112414   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/18/2015     | MW6-021815   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/13/2015     | MW6-051315   | <400                        | <4.0     | <4.0        | <4.0         | <4.0       | <4.0      | <4.0          |
|                                     | 8/19/2015     | MW6-081915   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/19/2015    | MW6-111915   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/18/2016     | MW6-021816   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/19/2016     | MW6-051916   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/24/2016     | MW6-082416   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/23/2017     | MW6-022317   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
| MW-7                                | 2/17/2010     | MW7-021710   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/13/2010     | MW7-051310   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/31/2010     | MW7-83110    | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/15/2010    | MW7-111510   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/23/2017     | MW7-022317   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
| MW-8                                | 2/17/2010     | MW8-021710   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/13/2010     | MW8-051310   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/31/2010     | MW8-83110    | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/15/2010    | MW8-111510   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |

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TABLE 3

**GROUNDWATER ANALYTICAL RESULTS <sup>1,2</sup>**  
 City of Des Moines  
 Des Moines, Washington



all concentrations in micrograms per liter (µg/L)

| Monitoring Well ID                  | Sampling Date | Sample ID     | Gasoline Range Hydrocarbons | Benzene  | Toluene     | Ethylbenzene | m,p-Xylene | o-Xylene  | Total Xylenes |
|-------------------------------------|---------------|---------------|-----------------------------|----------|-------------|--------------|------------|-----------|---------------|
| <b>MTCA Method A Cleanup Levels</b> |               |               | <b>1000/800<sup>3</sup></b> | <b>5</b> | <b>1000</b> | <b>700</b>   | <b>NA</b>  | <b>NA</b> | <b>1000</b>   |
| MW-9                                | 2/17/2010     | MW9-021710    | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/13/2010     | MW9-051310    | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/31/2010     | MW9-83110     | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/16/2010    | MW9-111610    | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/18/2015     | MW9-021815    | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/23/2017     | MW-9-022317   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
| MW-10                               | 2/17/2010     | MW10-021710   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/13/2010     | MW10-051310   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/31/2010     | MW10-83110    | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/16/2010    | MW10-111610   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
| MW-12                               | 2/17/2010     | MW12-021710   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/13/2010     | MW12-051310   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/31/2010     | MW12-83110    | 1,000                       | <4.0     | 6.1         | 18           | 44         | 22        | 66            |
|                                     | 11/16/2010    | MW12-111610   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/27/2011     | MW12-52711    | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/16/2011     | MW12-081611   | <100                        | <1.0     | <1.0        | <1.0         | 1.7        | 2.6       | 4.3           |
|                                     | 11/11/2011    | MW12-111111   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/16/2012     | MW12-021612   | <100                        | <1.0     | 8.4         | 1.5          | 5.3        | 3.2       | 8.5           |
|                                     | 5/17/2012     | MW12-051712   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/23/2012     | MW12-082312   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/27/2012    | MW12-11272012 | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/13/2013     | MW12-021313   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/14/2013     | MW12-51413    | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/20/2013     | MW12-082013   | 340                         | 2.3      | 5.9         | 5.4          | 11         | 10        | 21            |
|                                     | 11/14/2013    | MW12-111413   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/20/2014     | MW12-022014   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/13/2014     | MW12-051314   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/23/2017     | MW-12-022317  | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |

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TABLE 3

GROUNDWATER ANALYTICAL RESULTS <sup>1,2</sup>

City of Des Moines  
Des Moines, Washington



all concentrations in micrograms per liter (µg/L)

| Monitoring Well ID                  | Sampling Date | Sample ID    | Gasoline Range Hydrocarbons | Benzene  | Toluene     | Ethylbenzene | m,p-Xylene | o-Xylene  | Total Xylenes |
|-------------------------------------|---------------|--------------|-----------------------------|----------|-------------|--------------|------------|-----------|---------------|
| <b>MTCA Method A Cleanup Levels</b> |               |              | <b>1000/800<sup>3</sup></b> | <b>5</b> | <b>1000</b> | <b>700</b>   | <b>NA</b>  | <b>NA</b> | <b>1000</b>   |
| MW-13 <sup>5</sup>                  | 2/17/2010     | MW13-021710  | 33,000                      | 240      | 8,000       | 1,400        | 5,000      | 1,800     | 6,800         |
|                                     | 5/13/2010     | MW13-051310  | 83,000                      | 340      | 11,000      | 2,300        | 7,900      | 2,800     | 10,700        |
|                                     | 5/13/2010     | DUP-051310   | 83,000                      | 340      | 12,000      | 2,300        | 8,000      | 2,800     | 10,800        |
|                                     | 8/31/2010     | MW13-83110   | 68,000                      | 180      | 7,600       | 1,900        | 6,000      | 2,100     | 8,100         |
|                                     | 11/16/2010    | MW13-111610  | 9,000                       | 110      | 1000        | 270          | 900        | 320       | 1,220         |
|                                     | 5/27/2011     | MW13-52711   | 16,000                      | 58       | 2,200       | 490          | 1,900      | 650       | 2,550         |
|                                     | 5/17/2012     | MW13-051712  | 44,000                      | 140      | 8,000       | 1,900        | 5,800      | 2,300     | 8,100         |
|                                     | 8/23/2012     | MW13-082312  | 15,000                      | 46       | 600         | 430          | 1,200      | 560       | 1,760         |
|                                     | 8/23/2012     | DUP-082312   | 11,000                      | 53       | 720         | 310          | 1,100      | 420       | 1,520         |
|                                     | 11/27/2012    | MW13-112712  | 260                         | 2.5      | 6.7         | 8.8          | 29         | 7.3       | 36            |
|                                     | 11/27/2012    | DUP-112712   | 290                         | 2.7      | 7.2         | 9.4          | 31         | 7.6       | 39            |
|                                     | 2/13/2013     | MW13-021313  | 7,300                       | 7.2      | 53          | 210          | 770        | 160       | 930           |
|                                     | 5/14/2013     | MW13-51413   | 20,000                      | 75       | 4,700       | 460          | 1,600      | 700       | 2,300         |
|                                     | 5/14/2013     | Dup-51413    | 21,000                      | 61       | 4,100       | 540          | 2,000      | 2,000     | 4,000         |
|                                     | 8/20/2013     | MW13-082013  | 19,000                      | 35       | 2,000       | 770          | 2,500      | 770       | 3,270         |
|                                     | 11/14/2013    | MW13-111413  | 2,200                       | 5.6      | 120         | 66           | 250        | 110       | 360           |
|                                     | 2/20/2014     | MW13-022014  | 2,600                       | 9.0      | 66          | 90           | 110        | 140       | 250           |
|                                     | 5/13/2014     | MW13-051314  | <100                        | <1.0     | <1.0        | <1.0         | 1.4        | <1.0      | 1.4           |
|                                     | 8/12/2014     | MW13-081214  | 24,000                      | 240      | 5,300       | 1,100        | 3,100      | 1,300     | 4,400         |
|                                     | 11/24/2014    | MW13-112414  | <100                        | <1.0     | <1.0        | 1.7          | 3.7        | 1.8       | 5.5           |
|                                     | 2/18/2015     | MW13-021815  | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/13/2015     | MW13-051315  | <400                        | <4.0     | 36          | 15           | 45         | 17        | 62            |
|                                     | 8/19/2015     | MW13-081915  | 25,000                      | 250      | 4,600       | 1,300        | 4,200      | 1,900     | 6,100         |
|                                     | 11/19/2015    | MW13-111915  | 200                         | <1.0     | <1.0        | 9.9          | 31         | 14        | 45            |
|                                     | 2/18/2016     | MW13-021816  | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/18/2016     | DUP-021816   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/19/2016     | MW-13-051916 | <100                        | <1.0     | <1.0        | 1            | 1.3        | <1.0      | 1.3           |
|                                     | 8/24/2016     | MW-13-082416 | 21,000                      | 260      | 2,400       | 880          | 2,600      | 1,200     | 3,800         |

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TABLE 3

GROUNDWATER ANALYTICAL RESULTS <sup>1,2</sup>

City of Des Moines  
Des Moines, Washington



all concentrations in micrograms per liter (µg/L)

| Monitoring Well ID                  | Sampling Date | Sample ID     | Gasoline Range Hydrocarbons | Benzene  | Toluene     | Ethylbenzene | m,p-Xylene | o-Xylene  | Total Xylenes |
|-------------------------------------|---------------|---------------|-----------------------------|----------|-------------|--------------|------------|-----------|---------------|
| <b>MTCA Method A Cleanup Levels</b> |               |               | <b>1000/800<sup>3</sup></b> | <b>5</b> | <b>1000</b> | <b>700</b>   | <b>NA</b>  | <b>NA</b> | <b>1000</b>   |
| MW-13 <sup>5</sup><br>(Continued)   | 8/24/2016     | MW-16-082416  | 23,000                      | 270      | 2,600       | 970          | 2,800      | 1,300     | 4,100         |
|                                     | 11/17/2016    | MW-13-111716  | <100                        | <0.20    | <1.0        | 1.6          | 14         | 9.2       | 23.2          |
|                                     | 2/23/2017     | MW-13-022317  | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/23/2017     | MW-131-022317 | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
| MW-14 <sup>5</sup>                  | 2/16/2010     | MW14-021609   | 6,000                       | 490      | 480         | 150          | 650        | 200       | 850           |
|                                     | 5/13/2010     | MW14-051310   | 7,500                       | 3,000    | 90          | 490          | 700        | 140       | 840           |
|                                     | 8/31/2010     | MW14-83110    | 1,200                       | 200      | 18          | 94           | 78         | 25        | 103           |
|                                     | 11/16/2010    | MW14-111610   | 4,400                       | 2,000    | 45          | 340          | 300        | 25        | 325           |
|                                     | 5/27/2011     | MW14-52711    | 3,400                       | 700      | 82          | 250          | 460        | 90        | 550           |
|                                     | 8/16/2011     | MW14-081611   | 5,300                       | 980      | 31          | 320          | 540        | 73        | 613           |
|                                     | 11/11/2011    | MW14-111111   | 7,400                       | 1,300    | 39          | 470          | 1,100      | 80        | 1,180         |
|                                     | 2/16/2012     | MW14-021612   | <100                        | 1.6      | <1.0        | 2.1          | 4.7        | 2.0       | 6.7           |
|                                     | 5/17/2012     | MW14-051712   | 3700                        | 650      | 39          | 370          | 300        | 43        | 343           |
|                                     | 8/23/2012     | MW14-082312   | <100                        | 26       | <1.0        | <1.0         | <1.0       | 2.6       | 2.6           |
|                                     | 11/27/2012    | MW14-11272012 | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/13/2013     | MW14-021313   | 7,900                       | 38       | 80          | 210          | 1,800      | 520       | 2,320         |
|                                     | 5/14/2013     | MW14-51413    | 370                         | 2.0      | 1.9         | 15           | 45         | 11        | 56            |
|                                     | 8/20/2013     | MW14-082013   | 120                         | 1.5      | <1.0        | 1.9          | <1.0       | 2.7       | 2.7           |
|                                     | 11/14/2013    | MW14-111413   | 310                         | 370      | 3.8         | 7.4          | 4.4        | <1.0      | 4.4           |
|                                     | 2/20/2014     | MW14-022014   | 8,500                       | 210      | 85          | 640          | 1,700      | 190       | 1,890         |
|                                     | 5/13/2014     | MW14-051314   | 7,500                       | 180      | 39          | 500          | 750        | 50        | 800           |
|                                     | 8/12/2014     | MW14-081214   | 820                         | 23       | <4.0        | 54           | 20         | 4.3       | 24            |
|                                     | 11/24/2014    | MW14-112414   | 1,600                       | 230      | 21          | 120          | 99         | 9.8       | 109           |
|                                     | 2/18/2015     | MW14-021815   | 9,100                       | 200      | 44          | 810          | 1,700      | 64        | 1,764         |
|                                     | 5/13/2015     | MW14-051315   | 5,000                       | 140      | 20          | 310          | 450        | 45        | 495           |
|                                     | 5/13/2015     | DUP-051315    | 6,100                       | 140      | 21          | 310          | 430        | 46        | 476           |
|                                     | 8/19/2015     | MW14-081915   | 310                         | 7.8      | <1.0        | 9.2          | 12         | 6.4       | 18            |
|                                     | 8/19/2015     | DUP-081915    | 230                         | 6.2      | <1.0        | 7.0          | 8.4        | 4.9       | 13.3          |

## Client Draft

TABLE 3

GROUNDWATER ANALYTICAL RESULTS <sup>1,2</sup>

City of Des Moines  
Des Moines, Washington



all concentrations in micrograms per liter (µg/L)

| Monitoring Well ID                  | Sampling Date | Sample ID     | Gasoline Range Hydrocarbons | Benzene  | Toluene     | Ethylbenzene | m,p-Xylene | o-Xylene  | Total Xylenes |
|-------------------------------------|---------------|---------------|-----------------------------|----------|-------------|--------------|------------|-----------|---------------|
| <b>MTCA Method A Cleanup Levels</b> |               |               | <b>1000/800<sup>3</sup></b> | <b>5</b> | <b>1000</b> | <b>700</b>   | <b>NA</b>  | <b>NA</b> | <b>1000</b>   |
| MW-14 <sup>5</sup><br>(Continued)   | 11/19/2015    | MW14-111915   | <100                        | 28       | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/19/2016     | MW-14-051916  | 350                         | 1.7      | <1.0        | 14           | 36         | 2.6       | 38.6          |
|                                     | 5/19/2016     | DUP-051916    | 330                         | 1.5      | <1.0        | 13           | 33         | 2.5       | 35.5          |
|                                     | 8/24/2016     | MW-14-082416  | <100                        | 46       | <1.0        | 1.7          | 2.3        | 1.7       | 4.0           |
|                                     | 11/17/2016    | MW-14-111716  | <400                        | 210      | <5.0        | 9.0          | 7.0        | <1.0      | 7.0           |
| MW-15 <sup>5</sup>                  | 2/17/2010     | MW15-021709   | 18,000                      | 110      | 3,100       | 500          | 2,200      | 820       | 3,020         |
|                                     | 5/13/2010     | MW15-051310   | 3,900                       | 80       | 23          | 310          | 280        | 73        | 353           |
|                                     | 8/31/2010     | MW15-83110    | 3,800                       | 67       | 17          | 270          | 270        | 29        | 299           |
|                                     | 8/31/2010     | DUP-1-83110   | 3,600                       | 440      | 160         | 98           | 380        | 69        | 449           |
|                                     | 11/16/2010    | MW15-111610   | 170                         | 97       | 2.4         | 21           | 17         | 1.2       | 18            |
|                                     | 5/27/2011     | MW15-52711    | 3,900                       | 580      | 150         | 120          | 540        | 210       | 750           |
|                                     | 8/16/2011     | MW-15-081611  | 8,200                       | 1,200    | 93          | 290          | 780        | 140       | 920           |
|                                     | 11/11/2011    | MW-15-111111  | 4,400                       | 240      | 24          | 140          | 230        | 120       | 350           |
|                                     | 2/16/2012     | MW-15-021612  | 4,400                       | 410      | 1,400       | 810          | 2,500      | 820       | 3,320         |
|                                     | 2/16/2012     | DUP01-021612  | 4,100                       | 420      | 1,300       | 770          | 2,400      | 760       | 3,160         |
|                                     | 5/17/2012     | MW15-051712   | <100                        | 22       | <1.0        | 1.3          | 3.8        | 1.2       | 5.0           |
|                                     | 8/23/2012     | MW15-082312   | 1,200                       | 1,500    | 12          | 52           | 42         | 8.0       | 50            |
|                                     | 11/27/2012    | MW15-11272012 | 7,100                       | 1,100    | 600         | 500          | 600        | 140       | 740           |
| MW-15 <sup>5</sup>                  | 2/13/2013     | MW15-021313   | 14,000                      | 87       | 330         | 320          | 1,700      | 440       | 2,140         |
|                                     | 5/14/2013     | MW15-51413    | 7,000                       | 100      | 41          | 390          | 1400       | 140       | 1,540         |
|                                     | 8/20/2013     | MW15-082013   | 660                         | 2.5      | 1.4         | 41           | 53         | 7.8       | 61            |
|                                     | 11/14/2013    | MW15-111413   | <100                        | 3.3      | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/14/2013    | Dup-1-111413  | <100                        | 3.2      | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/20/2014     | MW15-022014   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 2/20/2014     | Dup-1-022014  | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/13/2014     | MW15-051314   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 8/12/2014     | MW15-081214   | 910                         | 4.5      | 10          | 61           | 84         | <4.0      | 84            |
|                                     | 11/24/2014    | MW15-112414   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |

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TABLE 3

GROUNDWATER ANALYTICAL RESULTS <sup>1,2</sup>

City of Des Moines  
Des Moines, Washington



all concentrations in micrograms per liter (µg/L)

| Monitoring Well ID                  | Sampling Date | Sample ID    | Gasoline Range Hydrocarbons | Benzene  | Toluene     | Ethylbenzene | m,p-Xylene | o-Xylene  | Total Xylenes |
|-------------------------------------|---------------|--------------|-----------------------------|----------|-------------|--------------|------------|-----------|---------------|
| <b>MTCA Method A Cleanup Levels</b> |               |              | <b>1000/800<sup>3</sup></b> | <b>5</b> | <b>1000</b> | <b>700</b>   | <b>NA</b>  | <b>NA</b> | <b>1000</b>   |
| MW-15 <sup>5</sup><br>(Continued)   | 2/18/2015     | MW15-021815  | <100                        | <1.0     | <1.0        | <1.0         | 2.2        | 6.6       | 8.8           |
|                                     | 2/18/2015     | DUP-021815   | <100                        | <1.0     | <1.0        | <1.0         | 2.5        | 7.9       | 10.4          |
|                                     | 5/13/2015     | MW15-051315  | <400                        | <4.0     | <4.0        | <4.0         | 7.7        | 22        | 30            |
|                                     | 8/19/2015     | MW15-081915  | 1,300                       | <4.0     | 230         | 34           | 54         | 55        | 109           |
|                                     | 11/19/2015    | MW15-111915  | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 11/19/2015    | DUP-111915   | <100                        | <1.0     | <1.0        | <1.0         | <1.0       | <1.0      | <1.0          |
|                                     | 5/19/2016     | MW-15-051916 | <100                        | <1.0     | 2.0         | <1.0         | 2.9        | 8.9       | 11.8          |
|                                     | 8/24/2016     | MW-15-082416 | 330                         | 1.8      | 45          | 5.4          | 8.5        | 8.8       | 17.3          |
|                                     | 11/17/2016    | MW-15-111716 | <100                        | <0.20    | <1.0        | <0.20        | <0.40      | 1.3       | 1.3           |
|                                     | 11/17/2016    | MW-16-111716 | <100                        | <0.20    | <1.0        | <0.20        | <0.40      | 0.81      | 0.81          |

Notes

- Gasoline Range Hydrocarbons analyzed by Ecology Method NWTPH-Gx; benzene, toluene, ethylbenzene, and xylenes analyzed by U.S. Environmental Protection Agency Method 8021.
- Bold** signifies detections exceeding the cleanup levels; "<" signifies analyte was not detected at or above the laboratory practical quantitation limit presented.
- Cleanup level dependent on presence of benzene. Lower value applies if detectable level of benzene was present in the sample.
- Recovery well.
- Diffuser wells. Diffuser system was operating immediately prior to 11/19/2015 sampling event. These wells were not sampled on 2/18/2016 due to in-well diffuser operations. No diffusion happened for at least one month prior to the 5/19/2016 sampling event.

Abbreviations

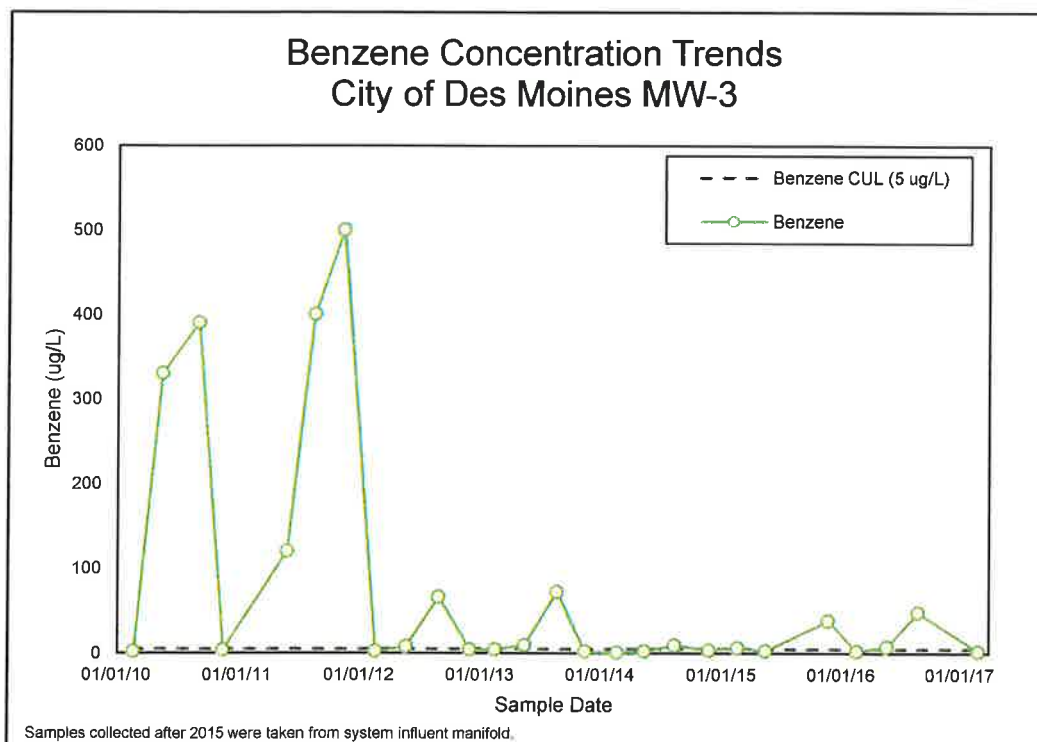
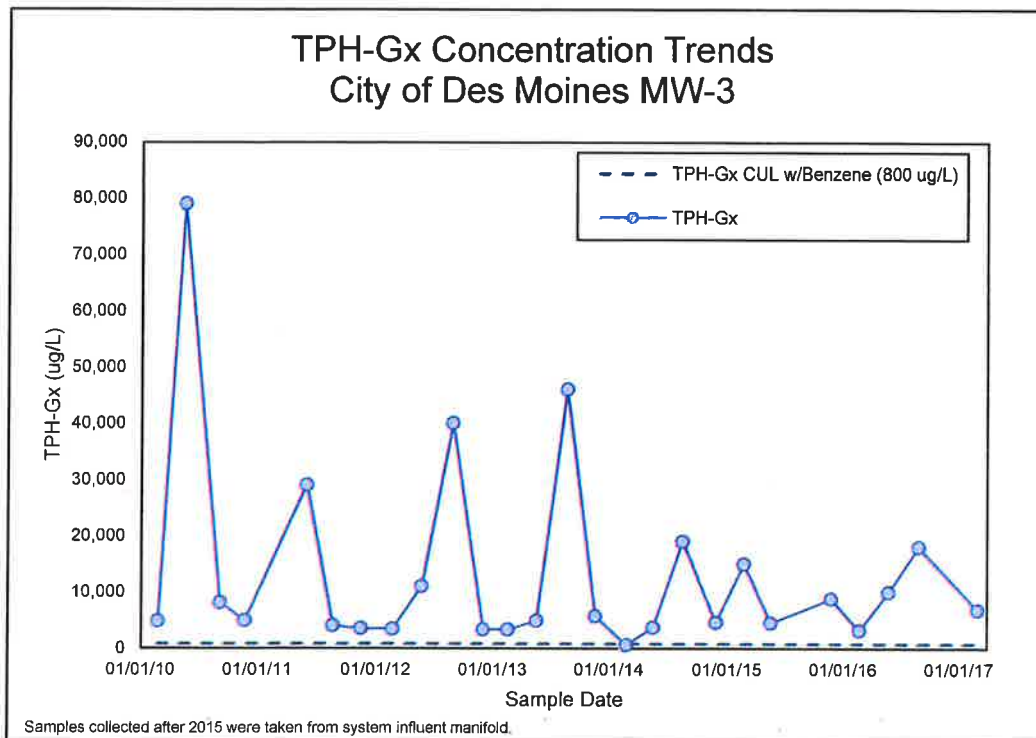
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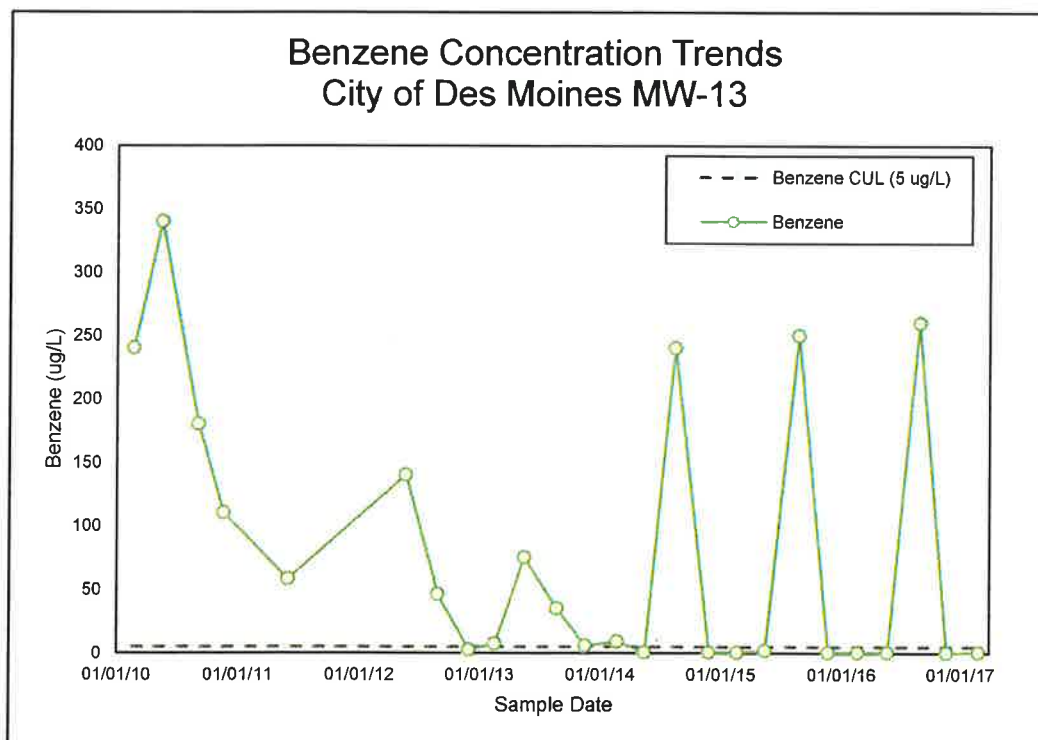
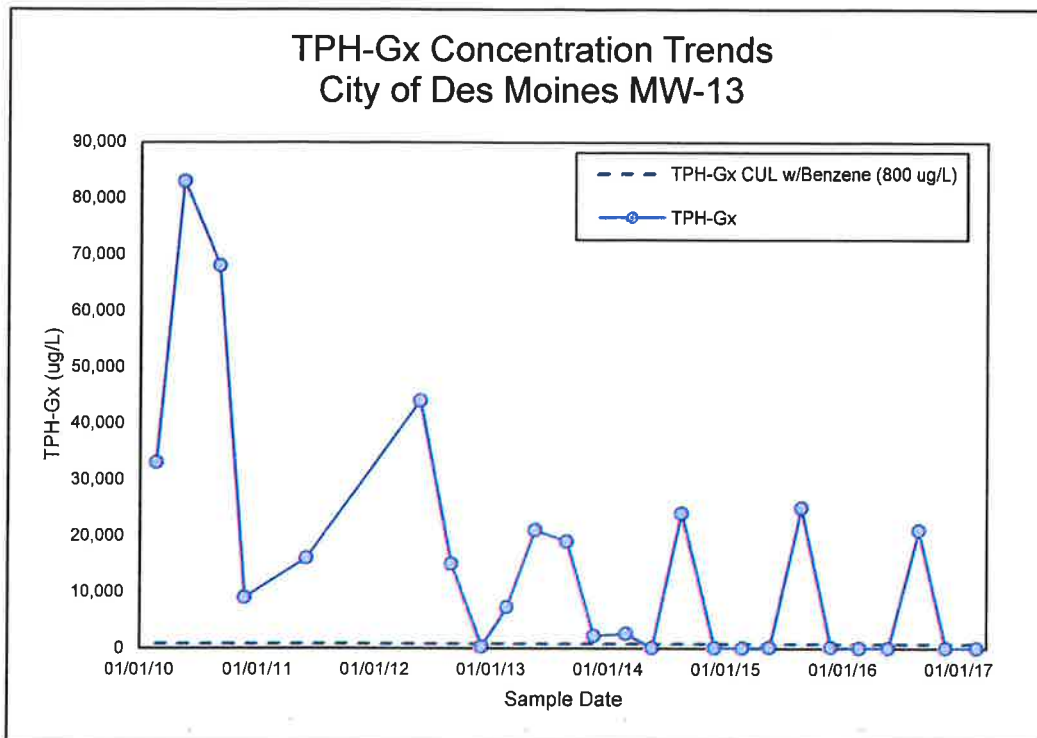
MTCA = Model Toxics Control Act

NA = not applicable

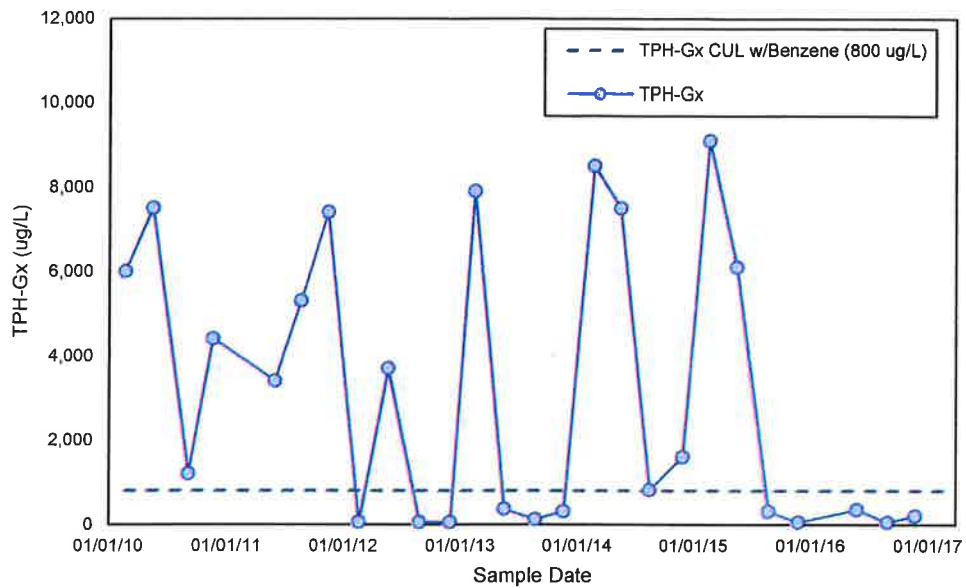


amec  
foster  
wheeler

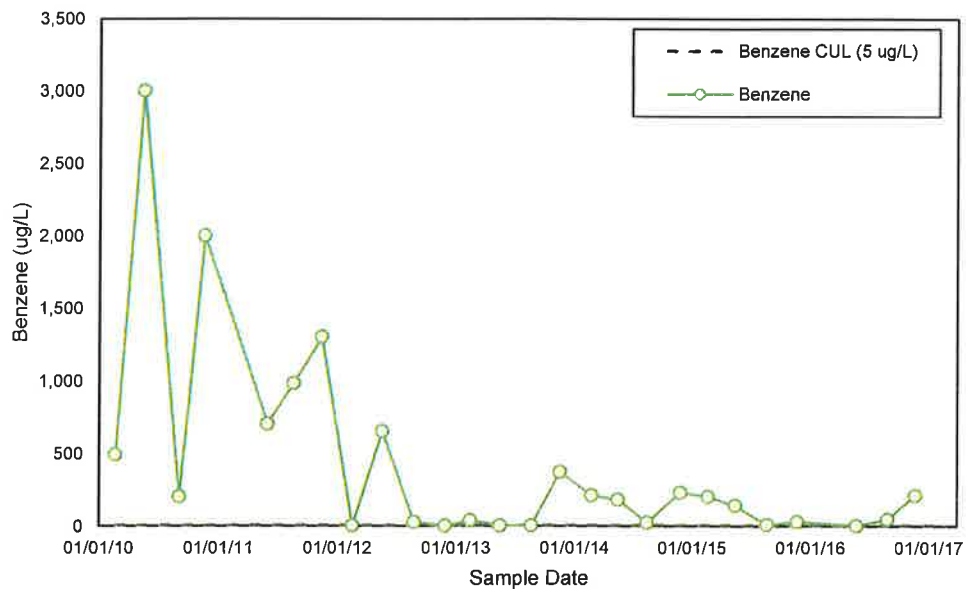


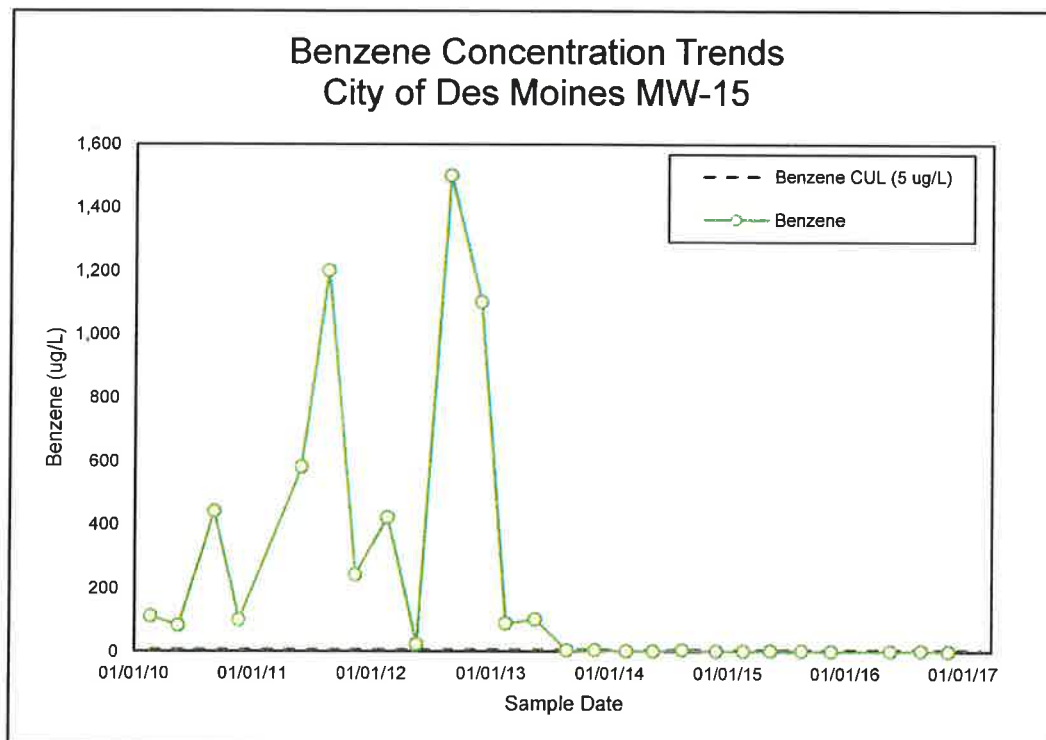
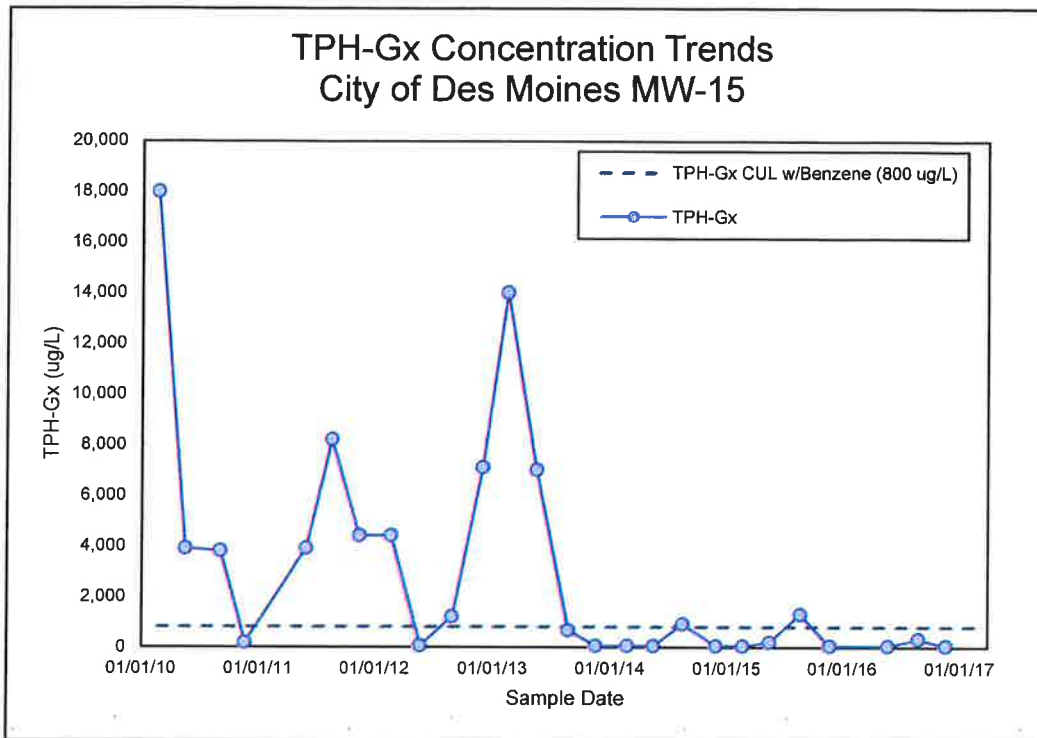


### TPH-Gx Concentration Trends City of Des Moines MW-14



### Benzene Concentration Trends City of Des Moines MW-14





## A G E N D A   I T E M

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

SUBJECT: Collective Bargaining Agreement -  
Des Moines Police Guild

FOR AGENDA OF: March 23, 2017

DEPT. OF ORIGIN: Human Resources

DATE SUBMITTED: March 16, 2017

ATTACHMENTS:

1. Collective Bargaining Agreement by and between City of Des Moines, Washington and Des Moines Police Guild

CLEARANCES:

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

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

- ☒ Legal 
- ☒ Finance 
- ☒ Human Resources 
- ☐ Courts \_\_\_\_\_
- ☐ Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

#### **Purpose and Recommendation**

The purpose of this agenda item is to approve the Collective Bargaining Agreement ("Agreement") between the City of Des Moines and the Des Moines Police Guild for the period January 1, 2015, through December 31, 2018.

#### **Suggested Motion**

**Motion 1:** "I move to approve the attached Collective Bargaining Agreement between the City of Des Moines and the Des Moines Police Guild and to authorize the City Manager to sign the Agreement substantially in the form as attached."

### **Background**

The City and the Guild began negotiations in October 2014, as the Agreement that had been in effect would expire on December 31, 2014. After meeting several times without reaching an agreement, the parties began the mediation process through the Washington State Public Employment Relations Commission (PERC). The parties met numerous times with the help of a PERC mediator from June 2015 through January 2016. The mediator determined that an agreement was not forthcoming, and the case was certified to interest arbitration by the executive director of PERC.

Beginning in September 2016, in an attempt to improve relations between the City and the Guild, as well as avoid moving forward with the expense and continued staff time that would result from going forward with the arbitration hearing, the new City Manager and Human Resources Manager began negotiating with the Guild leadership once again. This time the negotiations were handled in a less formal manner without involvement by legal counsel. In February 2017, the Guild notified the City that their members had voted to ratify the City's offer, resulting in the attached Agreement.

### **Discussion**

By reducing medical insurance costs and providing a 1.5% increase to base wages each year for 2015 through 2018, the Agreement will assist the City in its efforts to achieve financial sustainability and greater predictability in terms of labor costs. The Agreement calls for the Guild to switch to a significantly lower-cost medical plan, moving from the AWC HealthFirst Plan to the LEOFF Health and Welfare Trust Plan F. This will provide a savings to the City of approximately \$10,000 each month in medical premiums for this bargaining unit. Guild employees will also increase their share of the medical premiums by paying 5% for employee coverage and 10% for medical coverage.

### **Alternatives**

The Council could choose not to approve the Agreement and direct the City Manager to move forward with the arbitration process.

### **Financial Impact**

Funds were budgeted to cover the costs of the Guild Agreement for 2017.

### **Recommendation or Conclusion**

Administration recommends approval of the proposed Agreement as it contains those changes and compromises authorized by the Council.

# COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY OF DES MOINES, WASHINGTON

and

DES MOINES POLICE GUILD

January 1, 2015 – December 31, 2018

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**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN CITY OF DES MOINES AND  
DES MOINES POLICE GUILD**

**ARTICLE 1. PURPOSE**

The purpose of the Employer and Guild in entering into this agreement is to set forth their complete agreement with regard to wages, hours, and working conditions for the employees in the Bargaining Unit so as to promote the efficiency of law enforcement; public safety; morale and security of employees covered by this agreement; and harmonious relations, giving recognition to the rights and responsibilities of the Employer, the Guild and the employees.

**ARTICLE 2. DEFINITIONS**

Terms used in this agreement are defined as follows:

- A. "Employer" or "City" means the City of Des Moines, Washington.
- B. "Guild" means the Des Moines Police Guild.
- C. "Employee" means regular full time and regular part time commissioned officers, community service officers, and animal control officer(s) (in the Bargaining Unit as defined in subparagraph D). New positions shall be subject to negotiation for inclusion or exclusion in the bargaining unit.
- D. "Bargaining Unit" shall include all full time and regular part time commissioned officers, community service officers, and animal control officer(s), excepting the Chief of Police and Commanders.
- E. "Department" means the Des Moines Police Department.

**ARTICLE 3. RECOGNITION**

- A. The Employer recognizes the Guild as the exclusive bargaining representative on matters concerning wages, hours, and working conditions for the employees in the Bargaining Unit.
- B. It shall be a condition of employment that all full time employees of the Bargaining Unit covered by this agreement shall, within 30 days of their hire date or the effective date of this agreement, whichever is later, comply with the following provisions:
  - 1. Become members in good standing of the Guild and pay the dues and costs of Guild membership; or
  - 2. Pay to the Guild each month a fair share of the cost of the collective bargaining process; contract administration; and representation on matters pertaining to wages, hours, and working conditions to the extent allowed by law.
- C. Upon proper written authorization from an Employee, the Employer agrees to deduct from the wages of that employee a sum certified as Guild dues twice each month and forward the sum to the Guild, within seven (7) working days after the payroll withholding date.

- D. Objections by any Employee to joining the Guild which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, shall be honored as per RCW 41.56.122. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity, or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such public employee would otherwise pay the dues and initiation fee. The employee shall furnish the Guild with written proof that such payment has been made.
- E. The Guild agrees to defend, indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by third parties as a result of any action taken or not taken by the Employer under the provisions of this article, pursuant to authorization by the Guild.
- F. The Guild agrees to refund to the City any amounts paid to it in error on account of the provisions of this article upon presentation of proper evidence.

#### **ARTICLE 4. NON-DISCRIMINATION AND COMPLIANCE**

The Employer and Guild will cooperate to ensure that no employee or applicant for employment is discriminated against by reason of membership or non-membership in the Guild. The Employer and Guild will also cooperate to assure compliance with non-discrimination laws. The parties agree that there shall be no unlawful discrimination and both shall comply with Federal, State and Local laws.

#### **ARTICLE 5. EMPLOYER RIGHTS**

The City of Des Moines and the Des Moines Police Department retain all rights granted by statute to operate and manage the function of the City and the department, to control, direct, and schedule its operations and work force, and to make any and all decisions affecting such operation, whether or not specifically mentioned in this agreement and whether or not previously exercised, except as specifically limited by this agreement. Such prerogative shall include, but not be limited to the following items:

1. To direct and supervise all operations, functions and policies of the department and to modify such operations, functions and policies as they may affect employees in the Bargaining Unit.
2. To organize and reorganize the structure, work or reporting relationships within the department.
3. To determine the need for a reduction or an increase in the work force whether or not a vacancy exists for purposes of this agreement, in accordance with Article 16 of this agreement.
4. To discipline or discharge for just cause.
5. To determine the promotional opportunities and need for and qualifications of employees, transfers and promotions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.
6. To determine job descriptions and job content.

7. To implement new, and to revise or discard old methods, procedures, materials, equipment, facilities and standards.
8. To assign work and equipment, schedule employees, and establish and change work schedules so long as the schedules and changes are not inconsistent with the scheduling provisions of Article 7.
9. To determine the City budget and financial policies.
10. To establish and administer a personnel system which provides for all types of personnel transactions, including determining the procedures and standards for hiring, promotion, transfer, assignment, layoff, discipline, retention, and classification of positions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.
11. To establish reasonable work and productivity standards and from time to time to change those standards.
12. Select and determine the number of employees, including the number assigned any particular work; and increase or decrease that number.
13. Determine the necessity for, and schedule when overtime shall be worked.
14. The right to use volunteers for the Des Moines Reserve program or programs to supplement regular work shifts or other assignments. Reserves may be utilized to maintain minimum staffing levels once an attempt has been made to contact full time officers.
15. To make, establish, and enforce safety rules, operational policies and procedures, and rules of conduct for the department.
16. To inspect locker or other spaces assigned to Employees, except as restricted by Article 15, and provided notice is granted to the Employee.

The exercise of any management prerogative, function or right which is not specifically modified by this agreement is not subject to any grievance procedure or to bargaining during the term of this agreement, except where such exercise is in violation of the terms of this agreement.

## **ARTICLE 6. COMMUNICATION**

In order to facilitate continued good communications between the Guild and the Employer, the Employer and the Guild shall meet once a month or more often if needed, to raise issues that require discussion between and input from both parties. An annual calendar of these meetings will be established before January 15<sup>th</sup> of each year this Agreement is in effect.

## **ARTICLE 7. PERFORMANCE OF DUTY**

Employees shall perform their assigned duties to the best of their ability. The Guild and the Employer agree that there shall be no strikes, walk outs, slow downs, stoppages of work, "sick outs", or any interference with the efficient operation of the department.

## ARTICLE 8. HOURS OF WORK AND OVERTIME

- A. **Schedule Defined.** For employees working a six-day work week, three days on/three days off, 12-hour shift, the applicable 7(k) work period shall be 24 days.
- B. **Patrol.** Patrol schedule shall consist of a six (6) day work week, consisting of 3 consecutive days of work and 3 consecutive days off. The workday will be 12 hours in duration. Each employee assigned to a 12 hour shift will receive 55 hours of Kelly time on January 1, to be used by June 30, and an additional 55 hours of Kelly time on July 1, to be used by December 31. Unused Kelly time will not carry over from one six month period to another. Kelly time hours used will be considered hours worked. In the event an employee uses all the Kelly time for a six month period and employment with the City is terminated prior to the end of the fifth month of the six month period, the employee will reimburse the City eleven (11) hours of pay per month for each month prior to the fifth month that employment is terminated. Such amounts to be paid to the City out of the employee's final pay check.
- C. **Detectives.** Detective schedule shall consist of a 7 day workweek, consisting of 4 consecutive days of work and 3 consecutive days off. The shift will be 10 hours in duration.
- D. **Community Service Officers.** Community Service Officer schedule shall consist of a 7 day work week, consisting either of 4 consecutive days of work and 3 consecutive days off at 10 hours per day; or when assigned to a patrol team on a permanent basis, the schedule shall consist of a six (6) day work week, consisting of 3 consecutive days of work and 3 consecutive days off. The workday will be 12 hours in duration. Each employee assigned to a 12 hour shift will receive 55 hours of Kelly time on January 1, to be used by June 30, and an additional 55 hours of Kelly time on July 1, to be used by December 31. Unused Kelly time will not carry over from one six month period to another. Kelly time hours used will be considered hours worked. In the event an employee uses all the Kelly time for a six month period and employment with the City is terminated prior to the end of the fifth month of the six month period, the employee will reimburse the City eleven (11) hours of pay per month for each month prior to the fifth month that employment is terminated. Such amounts to be paid to the City out of the employee's final pay check.
- E. **Animal Control Officer.** Animal Control schedule shall consist of a 7 day workweek, consisting of 5 consecutive workdays and 2 consecutive days off. The work shift will be 8 hours in duration.
- F. **Traffic Safety Unit.** The schedule for Police Officers assigned to the Traffic Safety Unit shall consist of a 7 day work week, consisting either of 4 consecutive days of work and 3 consecutive days off at 10 hours per day; or 5 consecutive days of work and 2 consecutive days off at 8 hours per day. If assigned to an 8 day work week, consisting of 4 consecutive days of work and 4 consecutive days off, the workday will be 12 hours in duration. Each employee assigned to a 12 hour shift will receive 55 hours of Kelly time on January 1, to be used by June 30, and an additional 55 hours of Kelly time on July 1, to be used by December 31. Unused Kelly time will not carry over from one six month period to another. Kelly time hours used will be considered hours worked. In the event an employee uses all the Kelly time for a six month period and employment with the City is terminated prior to the end of the fifth month of the six month period, the employee will reimburse the City eleven (11) hours of pay per month for each month prior to the fifth month that employment is terminated. Such amounts to be paid to the City out of the employee's final pay check.
- G. **K9 Unit.** The schedule for Police Officers assigned to the K9 Unit shall consist of a seven (7) day work week, with four (4) consecutive days of work and three (3) consecutive days off at ten (10)

hours per day. The K9 Officer will be compensated one (1) hour per ten (10) hour shift for K9 care and maintenance (Kennel Time). The Kennel Time will be compensated at the K9 Officers regular pay rate unless required to forego the Kennel Time for shift coverage then this additional time worked is paid at one and one half (1.5) hours.

When a K9 unit is assigned to a patrol team, the K9 Officer will work the patrol shifts scheduled hours of the team he/she is assigned. When the K9 Officer is assigned to a patrol team, he/she will receive one (1) hour of compensatory time for every twelve (12) hour shift worked. The K9 Officer may elect to take the one (1) hour off at the end of the shift in lieu of the compensatory time at the discretion of the on duty supervisor.

- H. **Employer Scheduling Right.** The Employer reserves the right to schedule individual hours of work, shift assignments, days off, and to schedule overtime. The Employer will make a reasonable effort to notify Employees of such changes thirty (30) days in advance of the change, provided the Employer has advance knowledge of the need for a change in schedule. The Employer may change regular long term schedules and work weeks listed in A, B, C, and D above, provided employees are notified three months in advance of the schedule change. The Employer agrees to meet and discuss such changes with the Guild, and the three month notification requirement may be waived by mutual agreement.
- I. **New Positions.** The Employer retains the right to schedule any new positions or assignments created within the police department, as needed to meet the needs of the community. The Employer will follow the scheduling provisions of this article as well as consult with and seek input from the Guild on scheduling of new positions.
- J. **Overtime.** All overtime will be paid at a rate of one and one half (1-1/2) times the employees regular hourly rate. Overtime will be paid for any time worked in excess of the employees scheduled workday or scheduled workweek. Scheduled overtime will be offered first on a voluntary basis. Overtime will be calculated in 15 minute increments.
- K. **Compensatory Time.** At the employee's discretion, the employee may choose to take compensatory time in lieu of overtime pay. All compensatory time accumulated will be accrued at a rate of one and one half (1 ½) hours for each overtime hour worked. The employee shall indicate whether he/she is accruing compensatory time or overtime in the pay period earned. The maximum amount of compensatory time that may be accumulated shall be equivalent to one work week. An employee may submit a request in writing to the Chief of Police to carry over more than the allowed amount for that employee. Compensatory time can be carried over from year to year. An employee can choose to cash in compensatory time at their regular rate of pay for any pay period between the months of January through October indicated by the employee. The use of compensatory time will be governed by the same criteria as vacation time. Any accrued compensatory time not used prior to an employee's separation from service will be paid on the last pay check.
- L. **Emergency Call Back.** In the event an employee is called back to work in an emergency, more than one hour before or one-half hour after normal duty hours, the employee will be compensated at the employee's overtime rate with a four (4) hour minimum. If the work time continues into normal duty hours, the employee's regular rate shall be paid for the hours worked after the four (4) hour minimum.
- M. **Court.** When a court appearance falls outside the normal duty hours, the employee will be paid at the overtime rate with a four (4) hour minimum. A court appearance is any appearance directed by a subpoena or court related conference requested by the prosecutor or judge.

- N. **Standby Status.** Employees may be placed on "Standby" status when it is anticipated that they may be called back to duty. Such status requires that the Employee be available to respond by telephone within 15 minutes and to return to the station within 45 minutes. When placed on standby status, employees will remain near a telephone (unless equipped with a pager, in which case the employee shall remain within paging distance) and will leave a number where they can be reached. Employees placed on standby by the City shall be paid at \$10.00 per hour. Standby at the request of an authorized court officer shall be confirmed and authorized daily through a City police supervisor. Standby duty shall not be counted as hours worked for the purposes of computing overtime or eligibility to receive fringe benefits. If the Employee is called back to work while on standby status, standby pay will cease.
- O. **Mandatory Training or Meetings.** Any mandatory training or meetings which fall outside of the employees normal work schedule will be compensated at the employees over time rate with a four (4) hour minimum. However, the four (4) hour minimum shall not apply to mandatory training sessions or meetings held less than one-half hour before or after normal duty hours. This would pertain to short training sessions or meetings which are less than one (1) day in duration. Any training session which falls into the normal work day and is less than the employee's regular shift in duration will show as actual hours of training. If the employee chooses not to return to work for the remaining hours of the shift, Kelly, vacation, compensatory or Holiday hours may be used to fulfill the remaining time of the shift. If the training sessions fall on the employee's day off the employee will be compensated at the employee's overtime rate. If a training session of one (1) day or more falls on the employee's day off, the immediate supervisor may reschedule the employee so that the training session shows as the employee's day worked. If the training day is in addition to the employee's work week the employee will be compensated at the employee's regular overtime rate. If the training day is in place of the employee's work day the employee will receive straight time.
- P. **Working out of Classification.** Employees temporarily assigned to work at a supervisory classification for one full shift or more shall be paid an additional 5% of base pay or the first step in the supervisory classification, whichever is higher, for the hours worked at the higher classification.

## ARTICLE 9. VACATION

Annual paid vacation shall be granted to all full time employees and part time employees on a pro rata basis. Paid vacation will be granted according to the following schedule:

| <u>Years of Service</u> | <u>Monthly Accrual</u> | <u>Annual Carryover</u> |
|-------------------------|------------------------|-------------------------|
| 0 - 3 years             | 8 hours per month      | 255 hours               |
| 4 - 6 years             | 10 hours per month     | 270 hours               |
| 7-10 years              | 12 hours per month     | 285 hours               |
| 11-15 years             | 14 hours per month     | 300 hours               |
| 16+ years               | 16 hours per month     | 315 hours               |

Annual vacations are subject to the rules contained in the City of Des Moines Personnel Manual. Vacation leave hours used are to be considered hours worked for calculation of overtime.

## ARTICLE 10. LEAVES

- A. **Sick Leave.** All full time employees shall accrue sick leave benefits at the rate of eight (8) hours for

each calendar month of continuous employment. Regular part time employees shall accrue sick leave on a pro rata basis according to hours worked. Accrued sick leave hours shall be carried over from year to year. Employees shall not earn sick leave benefits during a suspension without pay or a leave without pay. Employees will continue to earn sick leave while on paid sick leave, vacation leave, holiday leave and/or Kelly time leave. Sick leave hours used are to be considered hours worked for calculation of overtime, provided that:

1. Employees who are pre-scheduled to work overtime and utilize sick leave in the same workweek prior to working the overtime shall be removed from the overtime schedule and the overtime shall be offered to all eligible employees using the current process for scheduling overtime. If no other employee is able to work the overtime and the need for overtime work still exists, the employee originally scheduled may work the overtime at the overtime rate.
  2. Employees who utilize sick leave in a work week and are not scheduled to work overtime at the time the sick leave is used may subsequently work extra hours and be paid at the overtime rate.
- B. All sick leave used in conjunction with an L & I injury shall be counted as hours worked for calculation of overtime.
- C. LEOFF II employees shall have no maximum accrual of sick leave hours.
- D. Sick leave may be utilized according to the rules contained in the City of Des Moines Personnel Manual.
- E. Employees covered by this Agreement shall have two (2) hours of their monthly sick leave accrual of eight (8) hours cashed and deposited into their 457 Deferred Compensation plan administered by ICMA-RC in each month that their sick leave balance is over two hundred (200) hours. Employees whose sick leave balance is over three hundred (300) hours shall have three (3) hours of their monthly sick leave accrual of eight hours (8) cashed and deposited into their 457 Deferred Compensation plan administered by ICMA-RC.
- F. Upon the separation from service of an employee in good standing with at least ten (10) years of service with the City of Des Moines in a position represented by the Des Moines Police Guild or upon the death of any employee regardless of years of service, the Employer will cash out 25% of the employee's sick leave balance or 200 hours, whichever is less. Employees with at least twenty (20) years of service, the City will cash out four hundred (400) hours or 50% of the employee's sick leave balance, whichever is less.
- G. **Other Leaves.** Medical, maternity, paternity, Family Medical Leave, military reserve training, and other leaves shall be as specified in the City of Des Moines Personnel Manual.

## ARTICLE 11. HOLIDAYS

The following holidays will be recognized and observed as paid holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday following Thanksgiving, Christmas Day, and two floating holidays.

Members of the Guild shall receive a bank of ninety-six (96) hours of leave time on January 1 of each year in compensation for the twelve (12) holidays. Such leave time to be administered as Kelly time, and considered as hours worked for calculation of overtime. The use of holiday time will be governed by the same criteria as vacation time. Employees may cash in forty-eight (48) hours of holiday pay at the end of November to be paid on the first payday in December. Employees must use the additional forty-eight (48) hours by the end of the calendar year in which the holidays are credited.

Essential employees required to work New Year's Day and Independence Day, shall be paid one-and one-half (1 ½) times their regular rate of hourly pay for all hours worked on those days. Essential employees required to work Thanksgiving Day and Christmas Day shall be paid two (2) times their regular rate of hourly pay for all hours worked on those days. Essential employees for this purpose is defined as only patrol staff assigned to work on the holiday and other employees specifically assigned to work by the Chief or his designee. Employees who voluntarily work on the day shall be paid their regular rate of pay rather than the overtime rate. For purposes of this provision, the holiday begins at 0000 hours on the night of the holiday and concludes twenty-four (24) hours later at 0000 hours.

In the event an employee uses all the holiday time and employment is terminated with the City prior to the end of the year, the remaining holiday pay will be paid back to the City out of the employee's final pay check.

In the event an employee is placed on administrative leave or on an alternative schedule due to an internal investigation, the employee will be placed on a Monday through Friday work schedule. If a holiday occurs while the employee is on administrative leave or on the alternative schedule and the employee does not work, hours for the holiday shall be deducted from the employee's holiday bank provided that, when the employee's holiday bank is equal to or less than forty (48) hours, no holiday hours shall be deducted. If the internal investigation results in the termination of an employee's employment, hours for the holidays that occur during the leave period shall be deducted from the employee's holiday bank until the holiday bank is exhausted.

## **ARTICLE 12. CLOTHING AND EQUIPMENT**

- A. The Employer agrees to provide all clothing and equipment which an employee is authorized to wear and authorized to purchase by the Chief of Police.
- B. The Employer agrees to provide necessary cleaning of all such clothing and equipment.
- C. The Employer agrees to replace or repair clothing and equipment which is damaged in the line of duty including "fair wear and tear".
- D. Detectives shall be granted a clothing allowance of 1% of base pay per year. Cleaning shall be provided as defined in Subsection B above.

## **ARTICLE 13. GUILD ACTIVITIES**

- A. Employees shall be granted use of City meeting space and release time from duty for a maximum of one (1) hour per month for Guild meetings. However, the Chief of Police may require an appropriate number of officers remain on patrol during the meeting at his discretion. On duty members must remain in ready status and respond to any calls for service. Time granted for such meetings shall not be cumulative.

- B. Not more than three (3) members of the Guild's negotiating team shall be permitted to attend negotiation meetings with City representatives without loss of pay, to the extent that such meetings are scheduled during the working hours of the members attending and the meetings do not affect the City's ability to respond to calls.
- C. Designated members of the Guild shall be granted release time (subject to subsection B above) for all mutually agreed meetings between the City and the Guild, when such meetings take place at a time during which such members are scheduled to be on duty. Meetings scheduled with City representatives during off duty hours are not considered compensated time.
- D. The City shall allow Guild representatives a reasonable amount of time while on duty to process grievances. The immediate supervisor of the Guild representative must authorize the activity. The City will allow Guild material to be distributed to members by use of City employee mailboxes.
- E. The City shall provide space on existing bulletin board(s) for the Guild to post notices of meetings, elections and other items of interest to Guild members. These materials may not be inflammatory or personal in nature or be derogatory about the City.
- F. The Guild may utilize City copy machines, faxes, telephones and other equipment provided reimbursement is made to the City in accord with Department of Finance guidelines.

#### **ARTICLE 14. COLLECTIVE BARGAINING**

Collective bargaining between the parties shall be carried out by the City Manager and/or his designates, on behalf of the City Council, and a person or persons representing the Guild.

All agreements reached not otherwise included in this Collective Bargaining Agreement shall be reduced to writing in a separate Memorandum of Agreement which shall be signed by the City Manager and the Guild representative.

Upon the settlement of the Collective Bargaining Agreement, the City will make the agreement available to each member affected by the agreement by posting it on the City's intranet.

#### **ARTICLE 15. EMPLOYEE BILL OF RIGHTS**

A relationship of trust and confidence between employees of the Des Moines Police Department and the community they serve and between employees of the Des Moines Police Department and their Employer is essential to effective law enforcement. Police employees must be free to exercise their best judgment and to initiate law enforcement action in a reasonable, lawful, and impartial manner. In addition, law enforcement employees are obligated to respect the rights of all people, and the Employer is obligated to respect the rights of its employees.

It is essential public confidence be maintained in the ability of the Employer to investigate and properly adjudicate complaints against its employees. The rights of the employee, as well as those of the public, must be protected.

The parties are committed to resolving internal investigation matters involving members of the Guild in a manner that is expeditious, fair, and thorough, and is designed to resolve issues at the lowest possible level.

An investigation based on a complaint must be conducted in an open and fair manner, with the truth as

the primary objective. The Employer accepts complaints against any of its employees and fully investigates all such complaints to the appropriate disposition.

The Employer has acknowledged its responsibility by establishing a system of complaint and disciplinary procedures which not only shall subject the employee to corrective action when improper action is evident, but also shall provide procedural protection to all employees throughout all steps of this process.

It is the purpose of these procedures to provide a prompt, just, and open disposition of complaints regarding the conduct of employees of the Des Moines Police Department. To this end, the Employer welcomes constructive and valid criticism of Employer procedures and complaints against its employees from concerned citizens of the community and from employees.

When an internal investigation is being initiated regarding an employee, for an act that could lead to punitive action, including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer, for purpose of punishment, and because of such investigation he/she is being interrogated, such interrogation shall be conducted under the following terms and conditions:

- A. An internal investigation is defined as a formal inquiry into an allegation that an employee or employees violated a law or a department policy or regulation that is supported by reasonable cause to believe the violation may have occurred as alleged. Preliminary investigations which are conducted to determine if reasonable cause exists to conduct an internal investigation, informal discussions regarding work performance, and meetings to discuss performance evaluations and Personal Action Forms are not internal investigations and not the subject of this Article. Nothing in this Article or agreement prohibits an employee from invoking his or her right to have a representative present during a preliminary investigation, discussion, or meeting if the employee reasonably believes disciplinary action might result.
- B. All internal investigation interrogations shall be at a reasonable hour. Seventy two (72) hours or (3) three business days, not to include weekends, before any interview commences, the employee under investigation and the Guild shall be informed in writing of the nature of the investigation and the person in charge of the investigation, and will be allowed to bring an attorney or Guild Representative to represent him/her in the matter when the investigation may involve any discipline up to and/or including termination of the employee. The written investigative notice shall provide sufficient detail to reasonably apprise the employee of the factual nature of the accusation.
- C. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions that are the subject of the investigation. If additional information is developed on a subject not related to the initial charge(s), questioning may not commence on the additional information, and the employee and Guild shall be notified of additional charges in writing.
- D. The length of time of the interrogation shall be reasonable, and the employee being interrogated shall have the right to attend to his/her own personal physical necessities.
- E. If prior to or during an internal investigation interrogation of an employee it is determined he/she may be charged with a criminal offense, he/she shall immediately be informed of his/her constitutional rights.
- F. If the investigation may lead to criminal charges, the Employer shall inform the employee if he/she is being ordered to answer questions and his/her rights under the Garrity court decision.
- G. Disciplinary actions may include, but not limited to, the following: verbal warning, written

reprimand or written letters of warning, loss of accrued vacation days, suspension, demotion, or discharge. Discipline shall generally be progressive in nature except where the offense warrants higher levels of discipline.

- H. No employee shall be required to take a polygraph test and no adverse comment may be included in his/her personnel file or disciplinary hearing for his/her declining to take such polygraph test (RCW 49.44.120).
- I. Lockers or other space assigned to an employee is considered public property and may be inspected without consent, provided the employee or guild representative has a right to be present.
- J. The employee shall not be subjected to profane language, nor shall the employee be threatened with dismissal or other disciplinary punishment as a guise to obtain the resignation of the employee. The Chief of Police will endeavor to impose discipline in a manner that is least likely to embarrass the employee.
- K. Investigation Timeline

If an employee is facing discipline due to an internal investigation, the following shall govern the timeliness of the investigation:

1. Internal Investigations shall be completed within ninety (90) calendar days, subject to the provisions of paragraph 2, 3, and 4 below. In the event the internal investigation has not been completed within (90) days, and no notice of extension has been provided to the Guild and employee, a grievance may be filed. In the event exigent circumstances such as an Emergency Declaration is declared by the City Manager or Governor, timelines relating to internal investigations will stop until the emergency no longer exists.
2. The Employer shall notify the employee and the Guild by way of Statement of Charges at the start of the internal investigation and upon completion of an internal investigation with a Memorandum of Finding, or a Loudermill process.
3. Internal Investigations may be extended due to determined, exigent circumstances beyond the control of the Employer or Guild. Such circumstances shall include the following: (a) complexity of the investigation, (b) pre-scheduled, extended leave (including extended annual leave or mandatory training) or unexpected illness of personnel integral to the investigation, (c) unavailability of witnesses after reasonable efforts to locate, (d) undue delays in transcription of interview recordings, (e) delays caused by the Guild or its representatives, (f) the Chief of Police may request an extension to review completed investigation files or (g) emergencies. Investigations covered by this paragraph may also be extended if the Chief of Police requests specific, additional investigation. An extension on this basis shall require the notification in paragraph 4 below and shall be only for such time necessary to complete the additional investigation but no more than thirty (30) additional days at a time without additional notification. If the reason for the additional time stated in the extension request does not fall under paragraph three (3) above, the extension must be agreed upon by the Employer and the Guild.
4. The Employer shall notify the employee being investigated and the Guild of any extension. The notification shall include the following information: (a) when the Employer anticipates completing the investigation, and (b) explanation of the reason for the extension. If the investigation is not completed on the anticipated completion date the notification shall be repeated. An extension on this basis shall be only for such time necessary to complete the

additional investigation but no more than thirty (30) additional days at a time without additional notification.

5. The Employer's obligation to limit extensions of investigations under paragraph 3 shall be subject to the grievance procedure in Article 16, to include arbitration.
6. In the event an internal investigation has identified possible criminal conduct the internal investigation may be suspended pending the outcome of the criminal investigation and judicial process. This will stop all time clocks as relating to internal investigations.
7. Investigations shall be deemed completed when the employee is advised of the Employer's memorandum of findings, pre-discipline process begins (Loudermill) or in the event the investigation has determined the allegations are not sustained and a final review is completed by the Chief of Police.
8. At the conclusion of the investigation and no later than (3) business days, (not to include weekends) prior to a pre-disciplinary process, the employee and the Guild shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions). The employee and the guild shall be provided with a copy of the complete investigatory file no less than (3) business days, not to include weekends, prior to the pre-disciplinary process, for the employee to prepare a response at the disposition hearing
9. Complaints not meeting the severity of internal investigations will be investigated. Investigations arising out of these complaints shall be completed within thirty (30) calendar days and subject to the provisions of paragraph 3, and 4 above in the event the investigation requires additional time for completion. If the investigation is not completed within forty five (45) calendars days, and subject to the provisions of paragraph 3, and 4 above no discipline shall be discharged. The original complaint and all the attendant documentation shall be removed from the employee's disciplinary and personnel records. The affected employee and the Guild shall be notified in writing of the findings of these investigations within 7 business days, not including weekends, of the completion of the investigation.

#### L. Psychological or Medical Evaluations.

When there is reasonable suspicion to believe an employee is psychologically and/or medically unfit to perform his/her duties, the Employer may require the employee to undergo a psychological and/or medical examination. Any relevant medical and/or psychological history of an employee the examining doctor requests shall be released by the employee only to the examining doctor. The doctor shall provide a written report to the City and the employee. The doctor's report shall only identify if the employee is fit for duty, needs in modifying work conditions and what modifications are recommended and the extent or duration of the modification(s). The doctor will keep all information made available to him/her confidential, following HIPAA privacy rules

As used in the above paragraph, "doctor" refers to a physician, psychologist or psychiatrist.

The Guild/Employee shall have an opportunity at its expense, to discuss with the Employer's examining professional their conclusion and reasons therefore. If the Employee believes that the conclusions of the examining professional are in error, they may obtain an additional examination at their own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional. In the event, the Employee and/or

Guild seek to contest the conclusion of the first examining professional, the Employee's report shall be in writing and shall be available to the Employer. The report shall be kept as confidential medical information and any use outside of the accommodation or fit for duty process shall be subject to a written medical release by the Employee. The Employee shall authorize the second examining professional to respond to reasonable questions clarifying the opinion, at the Employer's expense. Nothing herein prohibits the examining professionals from making safety disclosures required by law.

Should an Employee Grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the Employee.

Should an Employee Grieve a demotion, discharge or other action subject to the Grievance process, taken as a result of an examination, the Employer and Employee shall allow release of all examinations and supporting documents upon which it will rely in the proceedings, and all other prior examinations of the Employee determined to be relevant by the Arbitrator after a confidential review.

#### M. Personnel Records.

1. Contents. A "personnel file" shall be defined as any file pertaining to the bargaining unit member's employment status, work history, training, disciplinary records, or other personnel related matters pertaining to the bargaining unit member. It is further understood a personnel file does not include material relating to medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.
2. The Employer will promptly notify an employee upon receipt of a public disclosure request for information in the employee's personnel file. The Employer will also provide at least (3) business days, not to include weekends, notice before releasing any requested documents. The Employer will allow the employee and the Guild the fullest possible opportunity to legally object to unwarranted disclosures.
3. Each employee's personnel files shall be open for review by the employee, provided employees shall not have the right to review polygraph, medical, psychological evaluations or supervisor's notes prepared for the purpose of tracking an employee's performance or preparing employee evaluations. The Employer shall not maintain any other personnel file exempt from an employee's review, other than those previously identified in this section.
4. Employees may request removal of certain documents pertaining to disciplinary actions from their official City personnel files. Employees must direct such requests in writing to the Chief of Police. Employees may only request removal of documents and table of content pages with reference to the specific disciplinary action(s) pertaining to suspensions of less than forty (40) hours, written reprimands, and memos of concern, provided the disciplinary action occurred at least five (5) years previous to the request and same or similar incidents have not occurred for at least five (5) years from the request. If the request meets the above criteria, the Chief of Police shall have the documents removed from the requesting employee's official City personnel file.

#### N. Officer involved Critical Incidents

1. Statement of Purpose. The parties recognize adequate training is critical for preventing

unnecessary use of force and for minimizing the impact on an employee who is involved in a critical incident. The Employer recognizes its obligation to provide adequate training in this area, including the reactions of employees in critical instances and in dealing with problems that result after being involved in such an incident.

2. Any time a critical incident occurs the following will apply:
  - a. Upon arrival at a scene where use of a firearm has taken place, representatives of the Employer shall only request from the employee Public Safety Information needed to secure the scene and identify and apprehend any perpetrators of the crime who may be at large. The Employer will not question the employee(s) except to acquire the above information.
  - b. The employee involved in a critical incident will be given reasonable accommodations to have contact with any persons allowed under RCW 5.60.060 (spouse, clergy, peer support, etc.)
  - c. The case investigation will be made available to the Guild or its attorney, upon request when completed and available to the department.
  - d. The Employer must preserve a chain of custody for the weapon or weapons utilized in an incident and the employee may be immediately issued a replacement weapon or weapons (department issued weapons only) unless circumstances as determined by Command Staff deem it inappropriate to do so.
  - e. If there are multiple investigators assigned because concurrent investigations are underway, the investigators will coordinate so one investigator will be primarily responsible for the interview. All attempts will be made to minimize the need for successive interviews.
  - f. During the interview of the employee relating to a critical incident, the employee will be given reasonable breaks and periods to prepare for the interview, and be given the right to consult with legal counsel and /or guild representation prior to and during the interview upon request. If requested, the interview may be postponed until the employee has been able to seek professional counseling before the interview takes place.
  - g. If the incident is captured on video, the employee will be allowed to review the video prior to any statement being made unless the investigation has determined possible criminal culpability by the involved employee.
  - h. At the option of the Employer (considering input from the affected employee and/or Guild Representative), the employee shall be placed on administrative duty or administrative leave. Employees placed on either of these two leaves will revert to a weekly (Monday through Friday) dayshift work schedule for interview and administrative availability.
  - i. While on administrative assignment, the employee will be allowed access to the employee's choice of counselors or doctors without loss of pay or benefits to the employee for a reasonable period determined by the employer and under medical coverage plan options.
  - j. When either the employee or the Employer believes the employee should return to the employee's regular assignment, at the Employer's option, the employee shall provide documentation from his/her counselor or doctor indicating the employee is fit to return to his/her regular duties or to modified duties. The Employer at its option may request (at their expense) an independent examination of fitness for duty.
  - k. After returning to duty, the employee will be encouraged and allowed full access to

counselors without loss of pay or benefits to the employee while participating in a Department/City approved program.

- I. The Guild President, or his designee, will be advised as soon as possible of any change(s) or deviation from the Officer Involved Shooting (310) policy is made by the Chief of Police or his designee.

O. Officer/Employee Legal Representation

The City agrees to provide a legal defense for an Employee in defense of criminal charges brought pursuant to CrRLJ 2.1(c) against the Officer for acts and/or omissions occurring while the Officer was acting in good faith in the performance or purported failure to perform his/her official duties. If a prosecutor files criminal charges as a result of the complaint being brought pursuant to CrRLJ 2.1(c), the City's obligation to provide a legal defense shall terminate immediately, except that the reimbursement provisions of 15.P. shall apply.

P. Reimbursement for Legal Representation

If an Officer is prosecuted for acts and/or omissions occurring while the Officer was acting in good faith in the performance or purported failure to perform his/her official duties, the City shall reimburse the Officer for legal defense, in an amount up to \$100,000, if the Officer is not convicted or does not suffer any other disposition of the criminal complaint that is adverse to him or her. (e.g. An acquittal due to a finding of not guilty by reason of insanity; a dismissal by reason of incompetency, pursuant to chapter 10.77 RCW; a dismissal entered after a period of probation, suspension, or deferral of sentence; or an Alford plea.)

## ARTICLE 16. REDUCTION IN FORCE PROCEDURES

1. Layoff and recall shall be in accordance with established rules and regulations of the Des Moines Civil Service Commission with the following exceptions:

- A. Seniority will be determined by the employees most recent hire date in the bargaining unit and/or job classification. In the event of two or more employees with the same date of hire, seniority will be determined by the placement on the eligibility list.
- B. In the event of layoff, employees will be laid off in the order of their reverse seniority with the lowest seniority employees being laid off first. Seniority for officers shall be defined as time in the bargaining unit. Seniority for sergeants shall be defined as time in the classification.
- C. At the time of any layoff, sergeants may be given an opportunity to accept a reduction to the next lower rank in lieu of layoff. Such employees shall have bumping rights over the employee in the next lower rank with a lesser amount of seniority within the bargaining unit.
- D. Employees laid off or demoted in lieu of layoff shall be placed on a reinstatement list for the classification from which the layoff/demotion took place.
- E. Members who are demoted in lieu of layoff shall remain on the reinstatement list indefinitely. These members will be reinstated to their previous promotional positions in opposite order of their demotion as positions become available. Once all members have been restored to their previous rank, the department may then proceed with routine testing for future promotions.
- F. Members who are laid off shall remain on the reinstatement list for a maximum of twenty-four

(24) months. Laid off employees who are offered reinstatement will receive a conditional offer of reinstatement, provided they are qualified for the position. Members who refuse a conditional offer of reinstatement will be removed from the reinstatement list and not have a right to the next available position.

- G. An individual will lose rights to reinstatement and/or be removed from the reinstatement list if he commits an act that would be cause for termination of employment or if he loses his/her commission as a general authority law enforcement officer.
  - H. Appointments from the reinstatement list shall be made in reverse order of the layoff. The employee on the reinstatement list who has the most seniority shall be reinstated first.
2. Employees with the potential of being laid off or demoted will be given at least ninety (90) days' notice prior to the layoff/demotion.

## ARTICLE 17. GRIEVANCE PROCEDURE

### Section 1. Intent

It is the desire of the City, its management, Guild and its members to resolve grievances that may arise during the term of this Agreement informally and at the lowest level possible. A "grievance" means a claim or dispute by an employee (or the Guild in the case of Guild rights) with respect to the interpretation or application of an express provision of this agreement. Except as provided in Section 4 of this Article, disciplinary actions are not subject to the grievance procedure beyond Step 2. Any step in the grievance process may be skipped upon mutual written agreement of both the Guild and the City.

### Section 2. Procedure

- Step 1. An Employee must present a grievance in writing within twenty-one (21) calendar days of its alleged occurrence to a Commander. The written grievance shall include a statement of the issue, the section of the Agreement violated and the remedy sought. The Commander shall attempt to resolve it and respond in writing within seven (7) calendar days after it is presented. If the grievance is not pursued to the next level within fourteen calendar days in writing from the date of the written response from the Commander, it shall be presumed resolved.
- Step 2. If the Employee is not satisfied with the solution by the Commander, the grievance, in writing, may be presented within fourteen calendar days of the Commander's response to the Chief of Police by a Guild representative. The written grievance shall include a statement of the issue, a chronological listing of the pertinent events that took place, the section of the Agreement violated and the remedy sought. Such information shall be submitted on an official grievance form, which shall be provided by the Guild. The Chief of Police shall attempt to resolve the grievance and respond in writing within fourteen (14) calendar days after it has been presented.
- Step 3. If the Employee and/or the Guild is not satisfied with the solution by the Chief of Police, the grievance may be presented within fourteen (14) calendar days to the City Manager. The City Manager shall attempt to resolve and respond in writing to the grievance within seven (7) calendar days after it is presented.
- Step 4. If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15)

calendar days, be referred to a mediator. The Guild or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his or her staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- c. The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- d. If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

Step 5. Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedures, the Guild or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendar days after completion of Step 3. If the request for arbitration is not filed by the Guild staff representative or the Employer within thirty (30) calendar days, the Guild or Employer waives its right to pursue the grievance through the arbitration procedure. The City and the Guild shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the City representative and the Guild representative shall have the right to strike four (4) names from the panel. The party striking the first name shall be determined by a flip of a coin. The other party shall then strike the next name and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Guild requesting that he/she set a time and place subject to the availability of the City and the Guild representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Guild, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. Each party shall be responsible for compensating its own representatives and witnesses.

### **Section 3. Special Provisions**

- A. The cost of the arbitration shall be borne equally by the parties including the arbitrator's fees and expenses, room rental and cost of record.

- B. Each party shall bear the cost of the preparation and presentation of its own case.
- C. The term "Employee" as used in this article shall mean an individual employee, a group of employees, and/or their Guild representative.
- D. An aggrieved party shall be granted time off without loss of pay for the purpose of attending a hearing on a grievance.
- E. A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- F. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.
- G. Any grievance shall be considered settled at the completion of any step if the Employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.
- H. Grievance claims involving retroactive compensation shall be limited to one hundred twenty (120) days prior to the written submission of the grievance.

#### **Section 4. Discipline**

Disciplinary actions at a level of suspension or greater may be processed through the grievance procedure established under this Article, provided that, in no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by Department Policy, City Ordinance or other applicable law.

An employee covered by this Agreement must -- upon initiating objections relating to disciplinary action at a level equal to a suspension of eight hours of work or more, demotion or termination--use either the grievance procedure established under this Agreement or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate their objections(s) relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed with the Civil Service Commission.

The time period for filing a grievance regarding disciplinary action that is subject to appeal under this Agreement, as well as the standard of review, shall be the same as that provided in a disciplinary appeal that may be filed with the Civil Service Commission. A grievance regarding disciplinary action may only be filed by a signatory of this Agreement. Grievances regarding discipline shall proceed through steps 1 through 3, as appropriate, of the grievance process. In the event the grievance is not resolved at one of the first three steps, the Guild and the City agree that step 4, Mediation, shall be skipped and the grievance shall proceed per the provisions of step 5, Arbitration.

### **ARTICLE 18. INSURANCE PROTECTION**

If an action or proceeding for damages is brought against an employee arising from acts or omissions made while acting or, in good faith purporting to act, within the scope of the employee's official duties, then the City will provide a defense of the action or proceeding for the employee and indemnify the employee from any damages arising from such an action or proceeding.

This protection shall also apply for any claims or suits arising from an employee's authorized off duty employment within the city limits of Des Moines; provided such claim or suit results from acts or omissions made while acting or, in good faith purporting to act, within the scope of the employee's official duties as a Des Moines Police Officer. This shall not preclude the City from recovering losses, to the extent coverage is otherwise provided by the off duty Employer or his insurer.

Indemnity and defense shall not be provided by the City for any dishonest, unlawful, fraudulent, criminal, or malicious act.

## **ARTICLE 19. OFF DUTY EMPLOYMENT**

An employee who wishes to take additional employment during off-duty hours must first submit a written request seeking approval to the Chief of Police and receive the Chief's approval before accepting the employment. In doing so, the employee will: (1) name the company and/or employer, (2) fully describe the nature of the work to be performed, (3) list hours of work, and (4) obtain from the company/employer an agreement in a form approved by the City that indemnifies, releases and holds the City harmless from any liability arising from the employee's discharge of his/her duties as an employee of the company/employer. If the employee complies with the above requirements, the Chief shall authorize an employee to perform other employment during off-duty hours provided such employment does not: (1) interfere with the efficiency of law enforcement and public safety; (2) interfere with the employee's performance of regular police duties; (3) detract from the image of the police profession; (4) conflict with the Employer's published policies and regulations; (5) involve the use of department uniforms or equipment unless authorized in writing by the Chief of Police; (6) involve work in conjunction with or in any capacity with a tow company, taxicab or ambulance company; (7) involve work upon any commercial premises where intoxicants are served for public consumption except in a security capacity; (8) follow or result in an unusual sick or absence record in an employee's primary police employment; (9) conflict with departmental regulations or policy governing outside employment (10) involve misuse of the commission; (11) adversely affect the department's image or efficiency; or (12) relate to any activity of a law enforcement nature.

This article also applies to off-duty work with volunteer groups. Time worked in off-duty employment, for anyone other than the City of Des Moines, is not recognized as hours worked on duty.

The Guild agrees to appoint a member of the Bargaining Unit to coordinate off duty scheduling. The Guild agrees that hours worked for off duty employment for anyone other than the City shall not be counted as hours worked on duty regardless of who pays the Employee.

## **ARTICLE 20. RETIREE RIGHTS**

Effective the first of the month after ratification of this agreement. An employee separating from service in good standing with five (5) or more years of service with the Des Moines Police Department, and who meets LEOFF eligibility requirements to receive retirement benefits will receive a retiree badge and commission card from their last duty assignment served.

An employee separating from service, in good standing with twenty (20) or more years of service as a Commissioned and/or Certified Police Officer, and the last five (5) or more years of service with Des Moines Police Department, and who meets meeting LEOFF eligibility requirements to receive retirement benefits will additionally receive their duty weapon at retirement.

The Chief of Police shall have the discretion to issue or deny department equipment to the retiree under

certain and/or exceptional circumstances.

## **ARTICLE 21. ENTIRE AGREEMENT**

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

## **ARTICLE 22. SAVINGS CLAUSE**

If any provision of the agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be held invalid and will remain in full force and effect.

## **ARTICLE 23. BENEFIT PLANS**

A. Medical, Dental, and Vision: Regular full-time employees and regular part-time employees budgeted for thirty (30) or more hours per week shall be eligible to participate in the City's health insurance plans. Premiums shall be paid by the City on behalf of all full-time employees and all part-time employees budgeted for thirty (30) or more hours per week according to the following schedule:

1. Effective January 1, 2015, through December 31, 2016, the City will pay one hundred percent (100%) of the premiums; and each employee, as a payroll deduction, shall reimburse the City for the following employee's premium share percentages: zero percent (0%) of the employee premium and ten percent (10%) of the spouse and dependents' premiums for the following Association of Washington Cities (AWC) health insurance plans:

AWC HealthFirst  
AWC Group Health Cooperative \$10 Copay Plan

2. Effective January 1, 2017, or as soon as possible upon ratification of this agreement, whichever comes first, Guild members will participate in their choice of the following medical plans:

LEOFF Health and Welfare Trust Plan F  
AWC Group Health Cooperative \$20 Copay Plan

3. Effective January 1, 2017, through December 31, 2018, the City will pay one hundred percent (100%) of the premiums for the applicable medical plans listed in Sections 23.A.1-2.; and each employee, as a payroll deduction, shall reimburse the City for the following employee's premium share percentage: five percent (5%) of the employee premium and ten percent (10%) of the spouse and dependents' premiums.

4. If an employee opts out of the City's medical plans entirely, the employee will receive their choice of cash or Section 457 deferred compensation payments in lieu of the medical benefits. Such payment will be equal to twenty-five percent (25%) of the City's savings, based on the LEOFF Trust medical premiums plus the HRA-VEBA contributions the City would have paid for the employee and any spouse and/or dependents who are eligible for City medical coverage. To be eligible for such payments, the employee must provide proof of

comprehensive group medical coverage through an employer or other entity that covers all individuals in a group. Individual medical insurance purchased on an individual or family basis does not qualify under this option.

5. In 2015, 2016, 2017, and 2018, the City will provide a Health Reimbursement Arrangement Voluntary Benefit Arrangement (HRA-VEBA) with an annual City contribution of five hundred and eighty dollars (\$580) for employee only or eleven hundred and thirty dollars (\$1,130) for employee and one or more dependents. For new hire employees, HRA-VEBA funding will be prorated based on the number of months covered for the remainder of the calendar year.
  6. One-hundred percent (100%) of the premium for Washington Dental Service (WDS) Basic Plan F as provided by AWC.
  7. One-hundred percent (100%) of the premium for Orthodontia Option II as provided by AWC for all children required to be covered by dental plans at a level of \$1,000 lifetime coverage.
  8. For those employees who enroll in Group Health \$20 Copay Plan, one-hundred percent (100%) of the premium for the \$25 deductible Vision Service Plan (VSP) as provided by AWC. Vision coverage is included in the LEOFF Trust medical plan.
- B. In the event the LEOFF Trust projects or implements a catastrophic medical premium increase of seven point five percent (7.5%) or higher, the parties agree to reopen negotiations for health benefits.
- C. 401 Plan, Long Term Disability, SIB, AD&D and Life Insurance:  
In lieu of Social Security, all Employees are covered under a qualified 401(a) retirement plan administered by ICMA-RC. The City will continue to contribute an amount equal to 6.52% of the employee's wage, while the employee contributes an amount equivalent to the current employee Social Security deduction rate. To qualify for this program Employees must be full-time or regular part-time and work a minimum of thirty (30) hours per week.

In lieu of Social Security disability and survivor benefits, the City covers all regular full-time employees and regular part-time employees budgeted for thirty (30) or more hours per week under the Long Term Disability (LTD) and Survivors Income Benefit (SIB) Plans. The City will continue to pay 100% of premiums for the SIB program and employees shall pay one-hundred percent (100%) of the premium for the LTD program through payroll deduction on a post-tax basis, reimbursed by the City.

In addition to the LTD and SIB coverage, the City will provide for each Guild employee Term Life Insurance, with Accidental Death and Dismemberment (AD&D) coverage, in an amount equal to one and one-half times ( $1\frac{1}{2} \times$ ) each member's annual salary, excluding overtime but including educational pay. The City and Guild agree the City will be responsible for any future increased cost and will also retain any savings resulting from a decrease in the cost of the premium.

## ARTICLE 24. COMPENSATION

- A. For 2015, base wages shall increase by 1.5%
- B. For 2016, base wages shall increase by 1.5%.

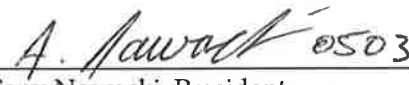
- C. For 2017, base wages shall increase by 1.5%.
- D. For 2018, base wages shall increase by 1.5%.
- D. PTO training officers' incentive pay will be 5%. To qualify for the incentive pay, a training officer must have an active assigned trainee employee (lateral or entry level) a minimum of 24 hours per qualifying pay period or must have an active assigned trainee reserve officer a minimum of 12 hours per qualifying pay period. The Employer will not unreasonably create or alter work schedules for the purpose of preventing a PTO Training Officer from attaining the 24 hours in a single pay period. The Guild and its members will not unreasonably seek to alter or modify work schedules or assignments for the purpose of increasing the number of PTO Training Officers who will attain the 12 or 24 hours in a single pay period.
- F. Educational Incentives - Educational incentive pay will be paid to Employees with a qualifying AA or AS degree equal to 2.5% base pay, 4% for a BA or BS degree, and 5% for an MA, MS, MPA, or JD. Qualifying degrees are Police Science, Political Science, Sociology, Psychology, Community Service, Business Administration, Criminology, Law, Criminal Justice, Public Administration, and any other degrees approved by the Chief of Police. Employees currently earning educational incentives for degrees other than those listed will continue to receive such pay and the increases itemized in this Agreement.
- G. Military Paid Leave of Absence - An employee who is a member of the reserves or any branch of the uniformed service, who is ordered to involuntary active duty by the United States government, thus requiring a leave of absence from his or her City position, and who has exhausted annual military leave as provided by RCW 38.40.060 will be granted a paid leave of absence from their City position at their regular base rate of pay including educational incentive pay less the amount of military pay to which they are entitled.

## ARTICLE 25. TERM OF AGREEMENT

Changes to Article 23 Benefit Plans and Article 24 Compensation will become effective January 1, 2015. The remainder of this Agreement shall become effective immediately upon the signing of this document. This agreement shall remain in full force and effect through December 31, 2018.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Michael F. Matthias, City Manager  
City of Des Moines

  
\_\_\_\_\_  
Tony Nowacki, President  
Des Moines Police Guild

APPENDIX A  
POLICE GUILD PAY SCHEDULE  
2015

|                                  |            | A      | B      | C      | D       | E       | F       |
|----------------------------------|------------|--------|--------|--------|---------|---------|---------|
| Animal Control Officer           | P16 Annual | 48,576 | 51,000 | 53,556 | 56,232  | 59,040  |         |
| Community Service Officer (CSO)  | Monthly    | 4,048  | 4,250  | 4,463  | 4,686   | 4,920   |         |
|                                  | Hourly     | 23.35  | 24.52  | 25.75  | 27.03   | 28.38   |         |
| Master CSO I                     | P17 Annual |        |        | 55,704 | 58,488  | 61,416  | 62,640  |
|                                  | Monthly    |        |        | 4,642  | 4,874   | 5,118   | 5,220   |
|                                  | Hourly     |        |        | 26.78  | 28.12   | 29.53   | 30.12   |
| Master CSO II                    | P18 Annual | 52,548 | 55,176 | 57,936 | 60,828  | 63,864  |         |
|                                  | Monthly    | 4,379  | 4,598  | 4,828  | 5,069   | 5,322   |         |
|                                  | Hourly     | 25.26  | 26.53  | 27.85  | 29.24   | 30.70   |         |
| Master Animal Control Officer I  | P20 Annual | 56,820 | 59,664 | 62,652 | 65,784  | 69,072  | 70,452  |
| Police Officer I                 | Monthly    | 4,735  | 4,972  | 5,221  | 5,482   | 5,756   | 5,871   |
|                                  | Hourly     | 27.32  | 28.68  | 30.12  | 31.63   | 33.21   | 33.87   |
| Master Animal Control Officer II | P21 Annual |        |        | 65,172 | 68,436  | 71,856  |         |
|                                  | Monthly    |        |        | 5,431  | 5,703   | 5,988   |         |
|                                  | Hourly     |        |        | 31.33  | 32.90   | 34.55   |         |
| Police Officer II                | P22 Annual |        |        | 70,500 | 74,028  | 77,724  |         |
|                                  | Monthly    |        |        | 5,875  | 6,169   | 6,477   |         |
|                                  | Hourly     |        |        | 33.89  | 35.59   | 37.37   |         |
| Master Police Officer I          | P25 Annual |        |        | 79,320 | 83,292  | 87,456  | 89,208  |
|                                  | Monthly    |        |        | 6,610  | 6,941   | 7,288   | 7,434   |
|                                  | Hourly     |        |        | 38.13  | 40.04   | 42.05   | 42.89   |
| Master Police Officer II         | P26 Annual |        | 78,564 | 82,488 | 86,616  | 90,948  | 92,772  |
|                                  | Monthly    |        | 6,547  | 6,874  | 7,218   | 7,579   | 7,731   |
|                                  | Hourly     |        | 37.77  | 39.66  | 41.64   | 43.73   | 44.60   |
| Master Police Officer III        | P27 Annual |        | 81,696 | 85,776 | 90,060  | 94,560  |         |
|                                  | Monthly    |        | 6,808  | 7,148  | 7,505   | 7,880   |         |
|                                  | Hourly     |        | 39.28  | 41.24  | 43.30   | 45.46   |         |
| Sergeant                         | P29 Annual | 84,168 | 88,380 | 92,796 | 97,440  | 102,312 |         |
|                                  | Monthly    | 7,014  | 7,365  | 7,733  | 8,120   | 8,526   |         |
|                                  | Hourly     | 40.47  | 42.49  | 44.61  | 46.85   | 49.19   |         |
| Master Sergeant                  | P30 Annual | 87,528 | 91,908 | 96,504 | 101,328 | 106,392 | 108,516 |
|                                  | Monthly    | 7,294  | 7,659  | 8,042  | 8,444   | 8,866   | 9,043   |
|                                  | Hourly     | 42.08  | 44.19  | 46.40  | 48.72   | 51.15   | 52.17   |

APPENDIX A  
POLICE GUILD PAY SCHEDULE  
2016

|                                  |            | A      | B      | C      | D       | E       | F       |
|----------------------------------|------------|--------|--------|--------|---------|---------|---------|
| Animal Control Officer           | P16 Annual | 49,308 | 51,768 | 54,360 | 57,084  | 59,940  |         |
| Community Service Officer (CSO)  | Monthly    | 4,109  | 4,314  | 4,530  | 4,757   | 4,995   |         |
|                                  | Hourly     | 23.71  | 24.89  | 26.13  | 27.44   | 28.82   |         |
| Master CSO I                     | P17 Annual |        |        | 56,532 | 59,364  | 62,328  | 63,576  |
|                                  | Monthly    |        |        | 4,711  | 4,947   | 5,194   | 5,298   |
|                                  | Hourly     |        |        | 27.18  | 28.54   | 29.97   | 30.57   |
| Master CSO II                    | P18 Annual | 53,328 | 55,992 | 58,788 | 61,728  | 64,812  |         |
|                                  | Monthly    | 4,444  | 4,666  | 4,899  | 5,144   | 5,401   |         |
|                                  | Hourly     | 25.64  | 26.92  | 28.26  | 29.68   | 31.16   |         |
| CSO/Code Enforcement Officer     | P20 Annual | 57,660 | 60,540 | 63,564 | 66,744  | 70,080  | 71,484  |
| Master Animal Control Officer I  | Monthly    | 4,805  | 5,045  | 5,297  | 5,562   | 5,840   | 5,957   |
| Police Officer I                 | Hourly     | 27.72  | 29.11  | 30.56  | 32.09   | 33.69   | 34.37   |
| Master Animal Control Officer II | P21 Annual |        |        | 66,120 | 69,432  | 72,900  |         |
|                                  | Monthly    |        |        | 5,510  | 5,786   | 6,075   |         |
|                                  | Hourly     |        |        | 31.79  | 33.38   | 35.05   |         |
| Police Officer II                | P22 Annual |        |        | 71,532 | 75,108  | 78,864  |         |
|                                  | Monthly    |        |        | 5,961  | 6,259   | 6,572   |         |
|                                  | Hourly     |        |        | 34.39  | 36.11   | 37.92   |         |
| Master Police Officer I          | P25 Annual |        |        | 80,472 | 84,492  | 88,716  | 90,492  |
|                                  | Monthly    |        |        | 6,706  | 7,041   | 7,393   | 7,541   |
|                                  | Hourly     |        |        | 38.69  | 40.62   | 42.65   | 43.51   |
| Master Police Officer II         | P26 Annual |        | 79,716 | 83,700 | 87,888  | 92,280  | 94,128  |
|                                  | Monthly    |        | 6,643  | 6,975  | 7,324   | 7,690   | 7,844   |
|                                  | Hourly     |        | 38.33  | 40.24  | 42.25   | 44.37   | 45.25   |
| Master Police Officer III        | P27 Annual |        | 82,884 | 87,024 | 91,380  | 95,952  |         |
|                                  | Monthly    |        | 6,907  | 7,252  | 7,615   | 7,996   |         |
|                                  | Hourly     |        | 39.85  | 41.84  | 43.93   | 46.13   |         |
| Sergeant                         | P29 Annual | 85,380 | 89,652 | 94,140 | 98,844  | 103,788 |         |
|                                  | Monthly    | 7,115  | 7,471  | 7,845  | 8,237   | 8,649   |         |
|                                  | Hourly     | 41.05  | 43.10  | 45.26  | 47.52   | 49.90   |         |
| Master Sergeant                  | P30 Annual | 88,788 | 93,228 | 97,884 | 102,780 | 107,916 | 110,076 |
|                                  | Monthly    | 7,399  | 7,769  | 8,157  | 8,565   | 8,993   | 9,173   |
|                                  | Hourly     | 42.69  | 44.82  | 47.06  | 49.41   | 51.88   | 52.92   |

APPENDIX A  
POLICE GUILD PAY SCHEDULE  
2017

|                                  |            | A      | B      | C      | D       | E       | F       |
|----------------------------------|------------|--------|--------|--------|---------|---------|---------|
| Animal Control Officer           | P16 Annual | 50,052 | 52,560 | 55,188 | 57,948  | 60,840  |         |
| Community Service Officer (CSO)  | Monthly    | 4,171  | 4,380  | 4,599  | 4,829   | 5,070   |         |
|                                  | Hourly     | 24.06  | 25.27  | 26.53  | 27.86   | 29.25   |         |
| Master CSO I                     | P17 Annual |        |        | 57,384 | 60,252  | 63,264  | 64,524  |
|                                  | Monthly    |        |        | 4,782  | 5,021   | 5,272   | 5,377   |
|                                  | Hourly     |        |        | 27.59  | 28.97   | 30.42   | 31.02   |
| Master CSO II                    | P18 Annual | 54,132 | 56,844 | 59,688 | 62,676  | 65,808  |         |
|                                  | Monthly    | 4,511  | 4,737  | 4,974  | 5,223   | 5,484   |         |
|                                  | Hourly     | 26.03  | 27.33  | 28.70  | 30.13   | 31.64   |         |
| CSO/Code Enforcement Officer     | P20 Annual | 58,536 | 61,464 | 64,536 | 67,764  | 71,148  | 72,576  |
| Master Animal Control Officer I  | Monthly    | 4,878  | 5,122  | 5,378  | 5,647   | 5,929   | 6,048   |
| Police Officer I                 | Hourly     | 28.14  | 29.55  | 31.03  | 32.58   | 34.21   | 34.89   |
| Master Animal Control Officer II | P21 Annual |        |        | 67,128 | 70,488  | 74,016  |         |
|                                  | Monthly    |        |        | 5,594  | 5,874   | 6,168   |         |
|                                  | Hourly     |        |        | 32.27  | 33.89   | 35.58   |         |
| Police Officer II                | P22 Annual |        |        | 72,624 | 76,260  | 80,076  |         |
|                                  | Monthly    |        |        | 6,052  | 6,355   | 6,673   |         |
|                                  | Hourly     |        |        | 34.92  | 36.66   | 38.50   |         |
| Master Police Officer I          | P25 Annual |        |        | 81,696 | 85,776  | 90,060  | 91,860  |
|                                  | Monthly    |        |        | 6,808  | 7,148   | 7,505   | 7,655   |
|                                  | Hourly     |        |        | 39.28  | 41.24   | 43.30   | 44.16   |
| Master Police Officer II         | P26 Annual |        | 80,916 | 84,960 | 89,208  | 93,672  | 95,544  |
|                                  | Monthly    |        | 6,743  | 7,080  | 7,434   | 7,806   | 7,962   |
|                                  | Hourly     |        | 38.90  | 40.85  | 42.89   | 45.03   | 45.93   |
| Master Police Officer III        | P27 Annual |        | 84,144 | 88,356 | 92,772  | 97,416  |         |
|                                  | Monthly    |        | 7,012  | 7,363  | 7,731   | 8,118   |         |
|                                  | Hourly     |        | 40.45  | 42.48  | 44.60   | 46.83   |         |
| Sergeant                         | P29 Annual | 86,676 | 91,008 | 95,556 | 100,332 | 105,348 |         |
|                                  | Monthly    | 7,223  | 7,584  | 7,963  | 8,361   | 8,779   |         |
|                                  | Hourly     | 41.67  | 43.75  | 45.94  | 48.24   | 50.65   |         |
| Master Sergeant                  | P30 Annual | 90,144 | 94,656 | 99,384 | 104,352 | 109,572 | 111,768 |
|                                  | Monthly    | 7,512  | 7,888  | 8,282  | 8,696   | 9,131   | 9,314   |
|                                  | Hourly     | 43.34  | 45.51  | 47.78  | 50.17   | 52.68   | 53.73   |

APPENDIX A  
POLICE GUILD PAY SCHEDULE  
2018

|                                  |            | A      | B      | C       | D       | E       | F       |
|----------------------------------|------------|--------|--------|---------|---------|---------|---------|
| Animal Control Officer           | P16 Annual | 50,808 | 53,352 | 56,016  | 58,812  | 61,752  |         |
| Community Service Officer (CSO)  | Monthly    | 4,234  | 4,446  | 4,668   | 4,901   | 5,146   |         |
|                                  | Hourly     | 24.43  | 25.65  | 26.93   | 28.28   | 29.69   |         |
| Master CSO I                     | P17 Annual |        |        | 58,248  | 61,164  | 64,224  | 65,508  |
|                                  | Monthly    |        |        | 4,854   | 5,097   | 5,352   | 5,459   |
|                                  | Hourly     |        |        | 28.00   | 29.41   | 30.88   | 31.49   |
| Master CSO II                    | P18 Annual | 54,960 | 57,708 | 60,588  | 63,612  | 66,792  |         |
|                                  | Monthly    | 4,580  | 4,809  | 5,049   | 5,301   | 5,566   |         |
|                                  | Hourly     | 26.42  | 27.74  | 29.13   | 30.58   | 32.11   |         |
| CSO/Code Enforcement Officer     | P20 Annual | 59,424 | 62,400 | 65,520  | 68,796  | 72,240  | 73,680  |
| Master Animal Control Officer I  | Monthly    | 4,952  | 5,200  | 5,460   | 5,733   | 6,020   | 6,140   |
| Police Officer I                 | Hourly     | 28.57  | 30.00  | 31.50   | 33.08   | 34.73   | 35.42   |
| Master Animal Control Officer II | P21 Annual |        |        | 68,148  | 71,556  | 75,132  |         |
|                                  | Monthly    |        |        | 5,679   | 5,963   | 6,261   |         |
|                                  | Hourly     |        |        | 32.76   | 34.40   | 36.12   |         |
| Police Officer II                | P22 Annual |        |        | 73,728  | 77,412  | 81,288  |         |
|                                  | Monthly    |        |        | 6,144   | 6,451   | 6,774   |         |
|                                  | Hourly     |        |        | 35.45   | 37.22   | 39.08   |         |
| Master Police Officer I          | P25 Annual |        |        | 82,944  | 87,096  | 91,452  | 93,276  |
|                                  | Monthly    |        |        | 6,912   | 7,258   | 7,621   | 7,773   |
|                                  | Hourly     |        |        | 39.88   | 41.87   | 43.97   | 44.84   |
| Master Police Officer II         | P26 Annual |        | 82,152 | 86,256  | 90,564  | 95,088  | 96,984  |
|                                  | Monthly    |        | 6,846  | 7,188   | 7,547   | 7,924   | 8,082   |
|                                  | Hourly     |        | 39.50  | 41.47   | 43.54   | 45.72   | 46.63   |
| Master Police Officer III        | P27 Annual |        | 85,428 | 89,700  | 94,188  | 98,892  |         |
|                                  | Monthly    |        | 7,119  | 7,475   | 7,849   | 8,241   |         |
|                                  | Hourly     |        | 41.07  | 43.13   | 45.28   | 47.54   |         |
| Sergeant                         | P29 Annual | 87,996 | 92,400 | 97,020  | 101,868 | 106,956 |         |
|                                  | Monthly    | 7,333  | 7,700  | 8,085   | 8,489   | 8,913   |         |
|                                  | Hourly     | 42.31  | 44.42  | 46.64   | 48.98   | 51.42   |         |
| Master Sergeant                  | P30 Annual | 91,524 | 96,096 | 100,896 | 105,936 | 111,228 | 113,448 |
|                                  | Monthly    | 7,627  | 8,008  | 8,408   | 8,828   | 9,269   | 9,454   |
|                                  | Hourly     | 44.00  | 46.20  | 48.51   | 50.93   | 53.48   | 54.54   |

## APPENDIX A PAY STEP PLACEMENT

- 1) Police Officer **Recruit** shall start at Range 20B.
- 2) Police Officer **Recruit** shall then progress to Range 20C after successful completion of training phases 1 and 2 (PTO).
- 3) Police Officer **Recruit** may progress to 20D after one year satisfactory performance at Range 20C.
- 4) **Lateral** Entry Officers who start at P20B move to P22C after one-year satisfactory performance.
- 5) **Lateral** Officers who start at P20C move to P22D after one-year satisfactory performance.
- 6) **Lateral** Officers who start at P20D or E move to P22E after one year satisfactory performance.
- 7) Step F for **Master** Police Officer I, the 2% increase is after 7 years total LE with 3 years FTE with DMPD.
- 8) Step F for **Master** Police Officer II, the increase is after 11 years total LE with 5 years FTE with DMPD.
- 9) P27E, Step for **Master** Police Officer III, the increase is after 13 years total LE with 7 years FTE with DMPD.
- 10) Step F for **Master** Community Service Officer I, the 2% increase is after 7 years FTE with DMPD.
- 11) Step F for **Master** Animal Control Officer I, the increase is after 7 years FTE with DMPD.
- 12) Step F for **Master** Sergeant I, the increase is after 1.5 years at E step.

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## A G E N D A   I T E M

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

SUBJECT: Resolution setting a Public Hearing regarding the PUD Application for a light industrial warehouse development proposal in the Pacific Ridge Commercial Zone north of South 216<sup>th</sup> Street

**ATTACHMENTS:**

1. Draft Resolution No. 17-032

FOR AGENDA OF: March 23, 2017

DEPT. OF ORIGIN: Marina & Engineering

DATE SUBMITTED: March 15, 2017

**CLEARANCES:**

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

CHIEF OPERATIONS OFFICER: DJB

- ☒ Legal JG  
☐ Finance \_\_\_\_\_  
☐ Courts \_\_\_\_\_  
☐ Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this agenda item is for City Council to consider Draft Resolution No. 17-032 (Attachment 1), that will set a public hearing date to consider the Planned Unit Development (PUD) Application from Panattoni Development Company, Inc. for light industrial commercial development in the Pacific Ridge Commercial Zone (PR-C), north of South 216<sup>th</sup> Street. The following motion will appear on the Consent Calendar:

**Suggested Motion**

**Motion 1:** "I move to adopt Draft Resolution No. 17-032 setting a public hearing on April 13, 2017, or as soon thereafter that the matter can be heard, to consider Panattoni's PUD application for a commercial development proposal in the Pacific Ridge Commercial Zone, north of South 216<sup>th</sup> Street".

### **Background**

On March 8, 2017, Panattoni submitted a PUD application for the proposed redevelopment of what is commonly referred to as the Furney/Ono site. The proposed project includes a two light industrial warehouse type buildings. The application was deemed complete on March 14, 2017.

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

A SEPA Environmental Checklist was submitted with the PUD Application. The location of the proposed development was included as part of the City's SEPA Planned Action for the Pacific Ridge Neighborhood Improvement Plan.

### **Discussion**

The City Council is required to set the public hearing date by resolution. A hearing on April 13, 2017 would allow for the required minimum 15-day public hearing notice.

The PUD review is a requirement for the uses proposed by Panattoni in the Pacific Ridge Zone (DMMC 18.135), established earlier in 2017 by Ordinance 1672. A PUD application decision is a Type IV land use action by the City Council.

### **Alternatives**

The City Council may:

1. Adopt the proposed Draft Resolution.
2. Adopt the proposed Draft Resolution with a different hearing date.
3. Decline to adopt the Draft Resolution.

### **Financial Impact**

The proposed redevelopment will serve to revitalize and rehabilitate the existing uses to provide long-term economic vitality for the site and the surrounding areas.

### **Recommendation**

Staff recommends Council set the public hearing for consideration of Draft Resolution No. 17-032.

**CITY ATTORNEY'S FIRST DRAFT - 3/15/2017****DRAFT RESOLUTION NO. 17-032**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON,** fixing a time for a public hearing to consider a Planned Unit Development (PUD) Application from Panattoni Development Company, Inc. for a Commercial Development proposal in the Pacific Ridge (PR-C) Zone, north of South 216<sup>th</sup> Street.

**WHEREAS,** on January 19, 2017, the City Council enacted Ordinance 1672 amending permitted uses in the Pacific Ridge Zone north of South 216<sup>th</sup> Street and associated land use development regulations to facilitate economic development, and

**WHEREAS,** Ordinance 1672 requires that industrial, warehousing, and distribution uses north of South 216<sup>th</sup> Street shall be processed as part of a PUD, and

**WHEREAS,** a Land Use Application has been submitted by Panattoni for two light industrial warehouse type buildings, and

**WHEREAS,** a PUD is a Type IV land use action, which is a quasi-judicial or other nonlegislative decision by the City Council made after legally required opportunity for public comment, and

**WHEREAS,** a public hearing is required for the City Council's consideration of a PUD application; now therefore,

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

The matter of the requested PUD application for Panattoni's Development Proposal is set for a public hearing before the City Council on Thursday, April 13, 2017 at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue So., Suite B, Des Moines, Washington.

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

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M A Y O R

APPROVED AS TO FORM:

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City Attorney

ATTEST:

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City Clerk

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## A G E N D A   I T E M

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

SUBJECT: Lease of Marina Property by DM  
Harborside LLC for waterfront cafe

FOR AGENDA OF: March 23, 2017

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: March 15, 2017

**ATTACHMENTS:**

1. Marina Property Lease between the City of  
Des Moines and DM Harborside, LLC
2. Draft Renderings

**CLEARANCES:**

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

CHIEF OPERATIONS OFFICER: 

- ☒ Legal 
- ☒ Finance 
- ☐ Courts \_\_\_\_\_
- ☐ Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to consider a ground lease of Marina property for the purposes of installing a shipping container like structure for the purposes of retail food, beverage, and related item sales on the Marina floor.

**Suggested Motion**

**Motion 1:** "I move to approve the agreement between the City of Des Moines and DM Harborside, LLC., for the lease of City property for the purposes of installing and operating a waterfront cafe on the Marina floor, and to authorize the City Manager to sign the agreement substantially in the form as attached."

### **Background**

The City has been contacted by DM Harborside, Inc., owned by Ken Rogers, regarding installation of a container like structure on the Marina floor for the purposes of operating a waterfront cafe business. The structure would be fixed to the ground but could be moved to a different location with minor costs. Basic infrastructure improvements would be required prior to installation of the structure including pouring a concrete pad and installing utility hook-ups.

### **Discussion**

Mr. Rogers plans to use a repurposed container structure as a semi-permanent retail space for the purpose of selling food, beverages and related merchandise to the public at the Des Moines marina. The proposed site location is on the lawn area north of the Marina office between the promenade and the parking lot. The structure will be fabricated from two cargo shipping containers. While it is not intended to be mobile, it will be designed so as to allow relocation if required in the future.

The completed structure dimension is 40' in length, 16' in width and approximately 10' in height. The site dimensions are irregular but will be approximately 40' x 60' to allow for outdoor seating and landscaping. The interior of the structure will house equipment for food and drink preparation, merchandise sales as well as plumbing, electrical and HVAC as required. Additionally, the interior will accommodate seating and displays of merchandise and menu items. The structure will have outdoor, picnic table style seating around the perimeter as well as seating on a roof top deck.

The site would not require extensive modifications to accommodate the structure. A section of the lawn (24' x 40') would be removed and replaced with a compacted gravel pad. The concrete beams that would support the container structure would be poured on the gravel pad. The structure would cover the gravel pad and additional hard surfaces would be installed as needed, using either concrete or pavers. The intent would be to connect the structure with the promenade but still leave as much lawn and public space as possible.

### **Alternatives**

1. Approve the Agreement as written.
2. Approve the Agreement with amendments.
3. Take no action and do not authorize the Agreement.

### **Financial Impact**

The term of the lease is three years with one three (3) year renewal option. The starting annual rent is \$3600 per year with an escalator clause.

Marina staff would remove the sod and install the gravel base. Water and electricity are nearby but a side sewer line will have to be installed to accommodate the business. The cost for the site preparation and utilities is estimated to be \$5,000. The owner will pay for the alterations to the container and the actual installation.

### **Recommendation**

City staff recommend approval of the Agreement.

**MARINA PROPERTY LEASE  
BETWEEN THE CITY OF DES MOINES  
AND DM HARBORSIDE, LLC**

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 **DM Harborside LLC**, 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 3 (three) years, commencing on \_\_\_\_\_, 2017 (the "Commencement Date") and ending on the last day of the month 36 months following \_\_\_\_\_, 2017, unless sooner terminated as provided elsewhere in this Lease. As used herein, "Term" refers to the Initial Term and any Option Periods then exercised.

2.2. Option to Extend. Tenant shall have 1 (one) option to extend the Initial Term for a period of 3 (three) years (the "Option Period") 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; 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 except that Rent shall be adjusted in accordance with the terms of Section 5.2.

**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. Retail sales of food and beverages (including sale of alcohol).
- B. Rental of facilities in part or whole for events, meetings, and classes.
- C. Retail sales of branded merchandise and items related to the sale of food and beverages.

4.2. Restriction on Hours of Tenant Operations. The Landlord shall have the right to restrict certain types of operations during the hours when the Marina parking lot is closed or to the extent such 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 and the Landlord's foregoing warranty of compliance, 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.

4.4 Use of City Restrooms. Tenant and Tenant's customers shall be entitled to the use of the City-owned restroom adjacent to the lease area during the period of time that the Marina is open. A separate Restroom Use Agreement will be negotiated by the parties detailing the terms of use.

## 5. RENT

5.1. Initial Term Rent. Beginning on the Commencement Date and continuing throughout the first year of this agreement, Tenant agrees to pay Landlord rent at the rate of \$300 (three hundred) 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.

On January first 2019 and each succeeding year of the lease (including the option period) the rent shall be established by application of the Consumer Price Index, All Urban Consumers, Seattle – Tacoma – Bremerton, Washington Area, for the 12 – month period ending in June of the preceding year, published by the U.S. Department of Labor, Bureau of Labor Statistics, (hereinafter, "CPI"). The rental rate for the succeeding year will be established by multiplying the baseline rate in this

paragraph by the CPI and then adding that amount to the baseline rate. The result shall be the rental rate for the succeeding year and the baseline rate for calculating the rental rate for the year after the succeeding year.

5.2 Payment. Rent for a partial month shall be prorated. All rents 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, rent shall be increased by such amount. All other sums due from Tenant under this Lease are hereafter referred to collectively as "Additional Rent" and shall be paid in the manner and at the time set forth in this Lease. As used herein the term "Rent" refers to Rent and Additional Rent. 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.

## 6. DEPOSIT.

Tenant has paid this day to Landlord the sum of \$1,000 (one 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. 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, as specifically provided for in Section 5.1, above, and of all utilities, insurance and personal property taxes and Leasehold Excise Taxes, as identified in Sections 7.2 through 7.5 below (see Exhibit B).

7.2. Utilities. Tenant agrees to compensate the Landlord for utilities as detailed in Exhibit B. Landlord shall not be liable for the failure of any of these services for any reason whatsoever.

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 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 shall pay all costs related to the construction of the facility on the leased area (including initial preparation of the site), permits associated with construction and operation, and installation of all required utilities as described 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 a Tenant-owned container structure 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 leased area existed prior to execution of this Lease as described in Section 22.20, Redelivery. 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 8.3 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.

8.5. Relocation. The parties are aware of the mobile nature of Tenant's structure and the necessity based on Marina redevelopment that the structure be relocated to a different site in the Marina. The City will have the sole discretion to require Tenant to relocate the structure subject to the following conditions.

- A. The City will provide 180 day notice prior to relocation.
- B. After receiving the relocation notice, Tenant has the option to terminate this Agreement with no penalty.

C. If the City requires the structure to be relocated to another site in the Marina during the first three (3) years of this Agreement, the City will pay one hundred percent (100%) of the relocation costs associated with the relocation. Relocation in years four through five (4-5) will be paid equally by the parties. Any relocation costs after year five (5) of this Agreement will be paid entirely by Tenant.

## 9. LIENS

Tenant shall keep the Premises Real Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or at the direction of Tenant. Landlord may require, at Landlord's sole option, that Tenant provide at Tenant's sole cost and expense a materialmen's labor and performance bond acceptable to Landlord in an amount equal to one and one-half (1½) times the estimated cost of any improvements, additions or alterations to the Premises which Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work.

The Tenant-owned container structure(s) may be encumbered as a normal course of business as collateral for the purpose of securing financing as required from time to time.

#### **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 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 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

C. Business Interruption. Business interruption insurance in an amount sufficient to protect Tenant against any additional costs and lost income associated with a move to temporary space due to a business interruption for at least twelve (12) months (which coverage is not intended to, and will not, cover loss of income due to business interruption associated with interruption of Tenant's business due to relocation of Tenant's business by the Landlord for reasons other than accidental loss or damage to the Premises).

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 throughout the period.

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 two (2) 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:** Ken C. Rogers  
DM Harborside, LLC  
22516 10th Ave S  
Des Moines, WA 98198

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 (or, if altered, then the Premises shall be returned in such altered condition, 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, and shall restore the Premises to the condition they were in prior to the installation of said items. Upon Landlord's request the terms of redelivery shall be satisfied by removing Tenant's structure, capping utility supply lines, drain lines and conduits, and removing concrete used as foundation material. 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**

DM Harborside, LLC, a Washington Corporation

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

Kenneth C. Rogers, Owner

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

**STATE OF WASHINGTON**

)  
) **ss.**

**COUNTY OF KING**

)

On this \_\_\_\_ day of \_\_\_\_\_, 2017, 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**

)  
) **ss.**

**COUNTY OF KING**

)

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before the undersigned, a Notary Public in and for the State of Washington personally appeared before me **Kenneth C. Rogers**, to me known to be the **Owner of DM Harborside, LLC**, 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.

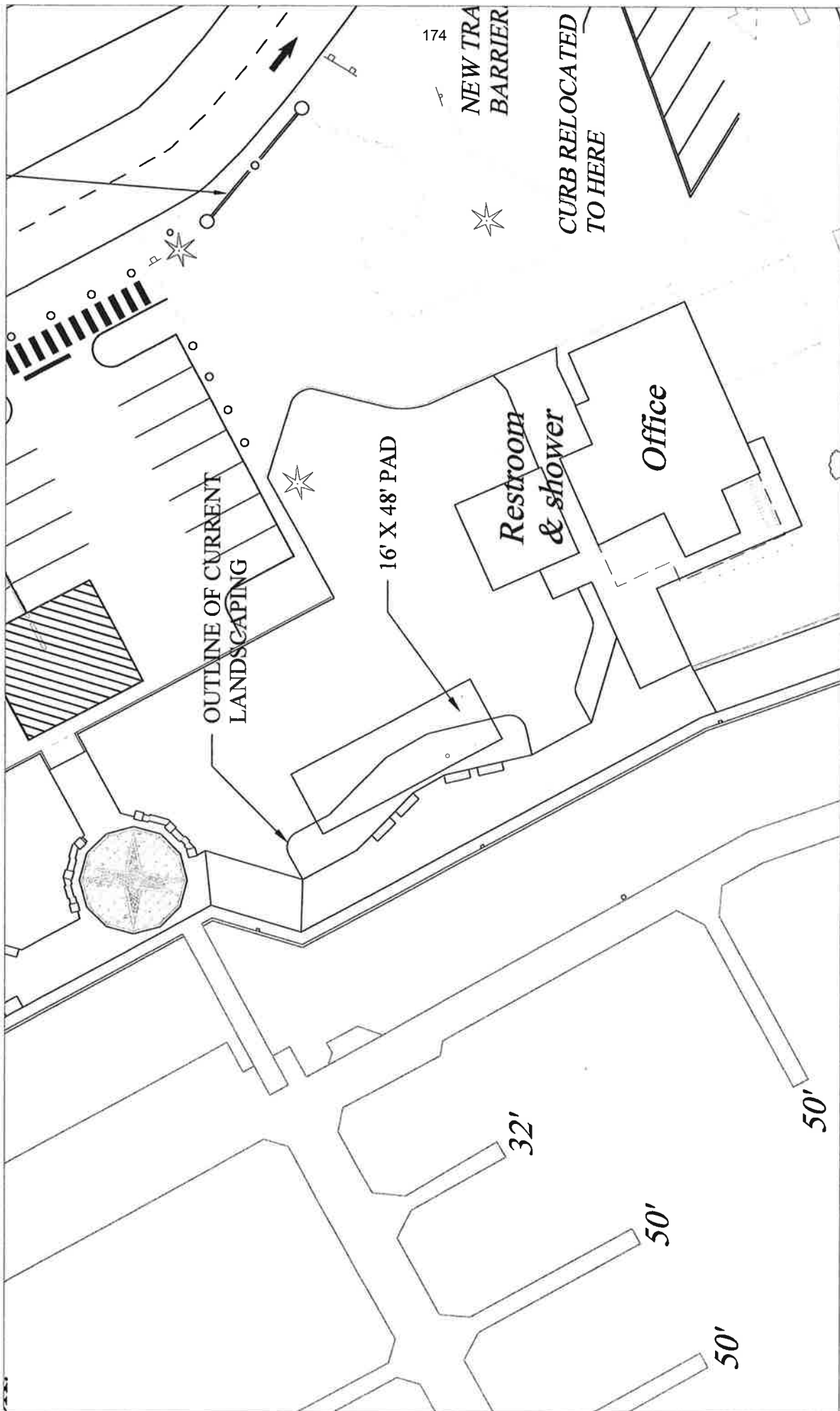
Printed name: \_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at \_\_\_\_\_  
County: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

DRAFT

**EXHIBIT A**

The subject property as depicted on drawing:

DRAFT



**EXHIBIT B**

Tenant agrees to pay in amounts as follows:

1. Initial base rent of \$300 per month subject to annual increase as provided in Section 5.  
This rent includes costs of electricity and garbage; plus
2. Leasehold tax each month as required by Washington State law; plus
3. Separate monthly/bi-monthly bill for water/sewer utilities.

**EXHIBIT C**

DRAFT

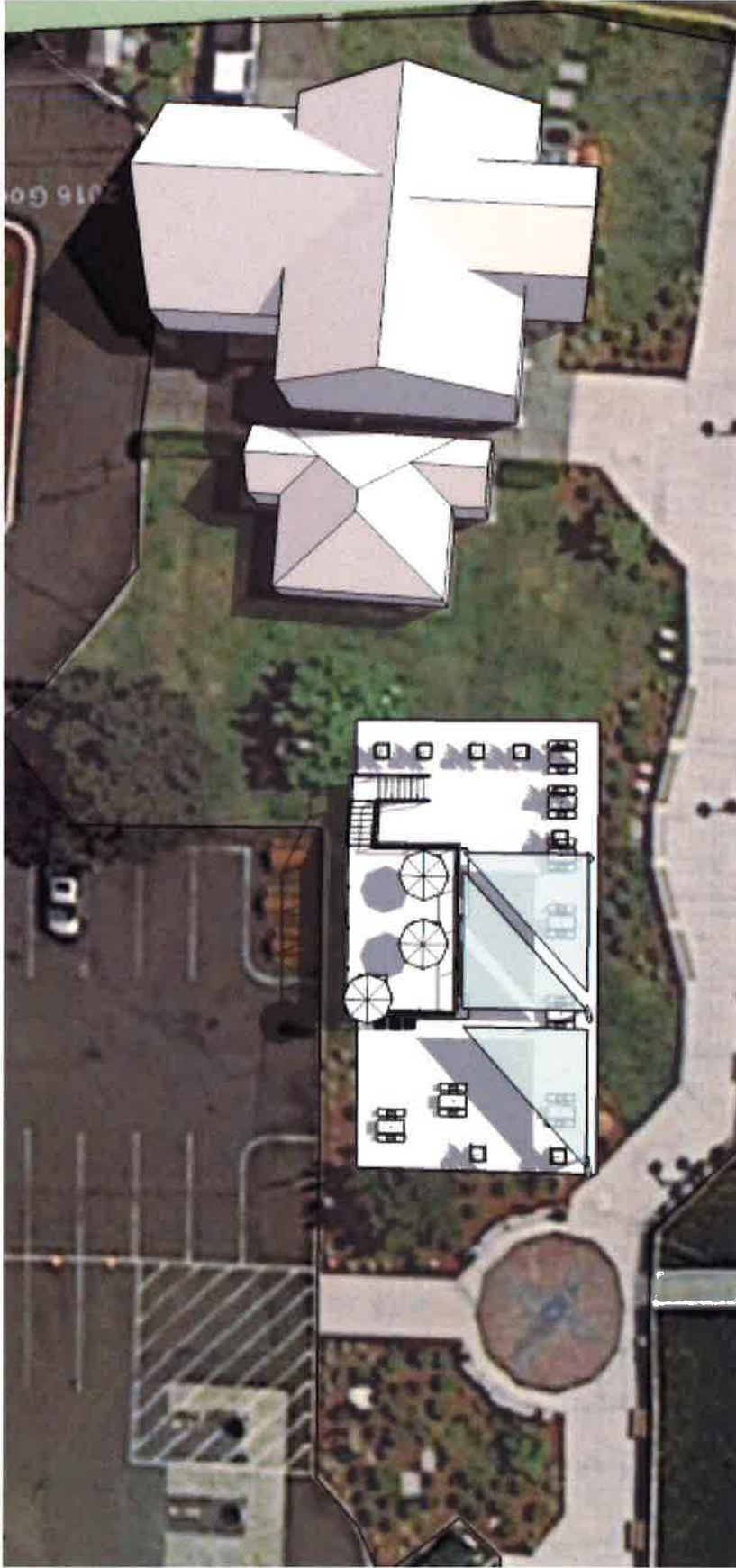
| TASK LIST FOR CONTAINER FOOD BUSINESS INSTALLATION |                                            |                                                                                                                              |                   |              |           |           |               |
|----------------------------------------------------|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|-----------|-----------|---------------|
| TASK NO.                                           | TASK                                       | DESCRIPTION                                                                                                                  | RESPONSIBILITY    | START DATE   | END DATE  | DURATION  | COST ESTIMATE |
| 1.0                                                | DRAFT LEASE                                | Draft Lease or letter of intent.                                                                                             | Ken, Tim          |              | 1-Feb-17  | ?         |               |
| 2.0                                                | SITE PLAN                                  | Plan showing location of container, utility connections, parking, pedestrian access. Elevations showing height of structure. | Joe, Marina Staff | 2-Jan-17     | 16-Jan-17 | Two weeks |               |
| 2.1                                                | ENGINEERING                                | Engineering calculations for support piers & holdowns                                                                        | Engineer, Ken     |              | 1-Feb-17  | ?         |               |
| 3.0                                                | FULL PLAN SET                              | Plan set including site plan, vicinity plan, plans from manufacturer of container including elevations.                      | Ken, Marina Staff | 2-Jan-17     | 1-Feb-17  | One month |               |
| 4.0                                                | SEPA/SHORELINE                             | Complete SEPA Checklist and JARPA application                                                                                | Joe, Marina Staff | Jan. 2, 2017 | 1-Feb-17  | One month |               |
| 4.1                                                | SEPA CHECKLIST                             | File SEPA/Shoreline application with City                                                                                    | Joe, Ken          | 1-Feb-17     | 1-May-17  | One Month | \$ 4,500      |
| 4.2                                                | APPLICATION SUBSTANTIAL DEVELOPMENT PERMIT |                                                                                                                              |                   |              |           |           |               |
| 4.3                                                | BUILD UNIT                                 | Design, build and deliver unit                                                                                               |                   |              | 31-May-17 | ?         | \$ 3,500      |
| 5.0                                                | PERMITS                                    | City Permits.                                                                                                                | Ken               | 1-May-17     | 31-May-17 |           |               |
| 5.1                                                | SET UP                                     | Set Unit, hook up to utilities.                                                                                              | Ken, Marina Staff | 31-May-17    | 9-Jun-17  | One Week  |               |
| 6.0                                                | Utilities                                  |                                                                                                                              |                   |              |           |           |               |
| 6.1                                                | Water                                      | Meter & Hook-Up                                                                                                              | Marina            |              |           |           | \$ 500        |
| 6.2                                                | Electrical                                 | Permit & Electrical sub-panel                                                                                                | Marina            |              |           |           | \$ 500        |
| 6.3                                                | Sewer                                      | Permit & Side sewer connection for container                                                                                 | Ken               |              |           |           | \$ 3,066      |
| 7.0                                                | Site Prep                                  |                                                                                                                              |                   |              |           |           |               |
| 7.1                                                | Sod Removal                                | Remove Sod - relocate irrigation                                                                                             | Marina Staff      |              |           |           | \$ 500        |
| 7.2                                                | Gravel Base                                | 4" compacted gravel base                                                                                                     | Marina Staff      |              |           |           | \$ 500        |
| 7.3                                                | Foundation                                 |                                                                                                                              | Ken               |              |           |           |               |
|                                                    |                                            |                                                                                                                              |                   |              |           |           |               |
|                                                    |                                            |                                                                                                                              |                   |              |           |           | \$ 13,066     |

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Des Moines Waterfront Cafe - Preliminary Schematic & Site Plan



DRAFT RENDERINGS - NOT FINAL



**Des Moines Waterfront Cafe - Preliminary Schematic & Site Plan**



**Des Moines Waterfront Cafe - Preliminary Schematic & Site Plan**



DRAFT RENDERINGS - NOT FINAL

## A G E N D A   I T E M

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

SUBJECT: Playground Equipment Project

FOR AGENDA OF: March 23, 2017

DEPT. OF ORIGIN: Parks, Recreation and Senior Services

ATTACHMENTS:

1. Proposed Playground CIP Worksheets
2. CIP Revenue Source Summary: 2017-2022
3. Wooton Park Play Equipment Project Sheet
4. Letter from Des Moines Legacy Foundation
5. City response letter to the Legacy Foundation

DATE SUBMITTED: March 14, 2017

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DJB

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

#### **Purpose and Recommendation**

The purpose of this agenda item is for the Council to consider a Playground Equipment Project, involving nine playgrounds and parks throughout the City (Attachment 1). The proposal would be an amendment to the 2017 Capital Budget that would temporarily delay the construction portion of the Wooton Park Play Equipment project to the 2018-2023 CIP, and reprogram available 2017 funds for design of play equipment repairs, replacements and new installation at nine neighborhood and community park sites, including Wooton Park. This approach will better position the City to leverage identified playground funding (both City and now the Legacy Foundation) to improve more city parks than are currently programed in the City's CIP, with no additional City capital resources. Additional maintenance funding in the amount of \$23,000 would be necessary for repairs at Midway Park.

### **Suggested Motions**

**Motion 1:** “I move to direct staff to proceed with the design of the proposed playground projects included in Attachment 1; to delay the construction of the Wooton Park Play Equipment Replacement Project; and to bring forward a 2017 budget amendment reflecting these changes, if necessary.”

**Motion 2:** “I move to direct staff to include the playground projects described in Attachment 1 in the next update to the Capital Improvement Program.”

### **Background**

The 2016 Parks, Recreation and Senior Service Master Plan has identified that seven of the City’s play areas are in need of maintenance, repair or replacement due to age, potential unsafe conditions or because the equipment has already been removed. The play equipment areas that need to be addressed within the current Capital Improvement Plan timeframe are located at Cecil Powell Park, Field House Park, Kiddie Park, Midway, Water Tower Park, Westwood Park and Wooton Park.

In addition, new play areas are needed at high use community parks such as Des Moines Beach Park where the play area was removed over a decade ago due to flooding and infrastructure repairs, and at Steven J. Underwood Memorial Park where play equipment was identified as a top priority in the master plan but has not been installed due to lack of funding.

Funding has been programmed in the adopted 2017–2022 Capital Improvement Plan for only five of the nine identified Parks: Field House Park, Water Tower Park, Westwood Park, Wooton Park and Des Moines Beach Park (Attachment 2). However, no capital funds have been programmed for the Cecil Powell, Kiddie Park, Midway, or Steven J Underwood Memorial Park play area projects. Wooton Park is currently programmed for improvements as part of the 2017 Capital budget ([Attachment 3](#)).

### **Discussion**

The Des Moines Legacy Foundation (DMLF), has committed \$105,000 from its Phyllis Moore Fund to partner with the City on this Playground Equipment Project, in order to provide children’s play equipment for the community. In addition, DMLF has made a commitment to work in partnership with the City to raise up to an additional \$100,000 to fund the play area improvements within the 2017-2020 timeframe ([Attachment 4](#)). This letter was distributed to the Council at the March 9 meeting, and staff has issued a response letter to the DMLF thanking the foundation for their partnership, and to seek clarification a few questions related to donations identified in the letter ([Attachment 5](#)).

Staff is proposing a slight modification to the 2017-2022 CIP and 2017 Capital Budget to capitalize on the partnership opportunity presented by the DMLF. By making some adjustments to the project schedules currently identified in the adopted CIP, together with the donations from the DMLF, the city can make improvements at four additional City parks that were removed from the CIP due to lack of funding. This can be accomplished without additional City capital resources. Combining project funding to design the play areas in 2017 will allow staff the ability to seek grants and community funding to implement the citywide play area improvements that have been identified for improvement in the 2016 Parks, Recreation and Senior Services Master Plan. Staff presented this concept to the Municipal Facilities Committee on January 18, 2017. The Committee was supportive of the concept, and asked that staff bring this forward to the City Council.

Preparing the designs and cost estimates for the identified play areas in 2017, will save staff time and money as well as provide the visual tools and accurate cost estimates needed to apply for available grant funds, and for the DMLF to engage the community in their fundraising campaign to seek the additional matching funds. The coordination of multiple play area construction projects simultaneously in 2019 and 2020 by one or more contractors will save the City time and money due to the economy of scale.

### **Financial Impact**

Funds in the amount of \$1,219,000 are currently programmed in years 2017, 2019 and 2020 of the 2017-2022 CIP for play area repairs, replacement and new construction. The table below shows the projects and funding sources from the Adopted 2017-2022 CIP:

**TABLE 1**

#### **Adopted 2017-2022 CIP**

| <i>Project Name</i>             | <i>Plan<br/>Year<br/>2017</i> | <i>Plan<br/>Year<br/>2018</i> | <i>Plan<br/>Year<br/>2019</i> | <i>Plan<br/>Year<br/>2020</i> | <i>Plan<br/>Year<br/>2021</i> | <i>Plan<br/>Year<br/>2022</i> | <i>Total<br/>Budget</i> |
|---------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------|
| Wooton Park                     | \$155                         |                               |                               | \$79                          |                               |                               | \$234                   |
| Beach Park Play Equipment       |                               |                               | \$760                         |                               |                               |                               | \$760                   |
| Field House Play Equipment      |                               |                               | \$77                          |                               |                               |                               | \$77                    |
| Westwood Play Equipment         |                               |                               | \$68                          |                               |                               |                               | \$68                    |
| Water Tower Park Play Equipment |                               |                               |                               | \$80                          |                               |                               | \$80                    |
| <b>Project Total</b>            | <b>\$155</b>                  |                               | <b>\$905</b>                  | <b>\$159</b>                  |                               |                               | <b>\$1,219</b>          |
| <i>Project Funding</i>          | <i>Plan<br/>Year<br/>2017</i> | <i>Plan<br/>Year<br/>2018</i> | <i>Plan<br/>Year<br/>2019</i> | <i>Plan<br/>Year<br/>2020</i> | <i>Plan<br/>Year<br/>2021</i> | <i>Plan<br/>Year<br/>2022</i> | <i>Total<br/>Budget</i> |
| REET 2 (Planned)                | \$155                         |                               | \$145                         | \$159                         |                               |                               | \$459                   |
| Park In Lieu (Confirmed)        |                               |                               | \$380                         |                               |                               |                               | \$380                   |
| State Grant (Unconfirmed)       |                               |                               | \$380                         |                               |                               |                               | \$380                   |
| <b>Funding Total:</b>           | <b>\$155</b>                  |                               | <b>\$905</b>                  | <b>\$159</b>                  |                               |                               | <b>\$1,219</b>          |

The proposed play equipment project would delay the Wooton Park play area replacement project to 2019, so that the funds could be used for the design of all nine play areas. The table below shows the concept level overview of the proposed changes identified in (Attachment 1). It is important to note that the costs shown are planning level estimates. If the playground design proposal is approved for 2017, cost estimates will be refined as necessary for each play area project. Staff hopes to have this ready so that updates, if any, can be addressed as part of the 2018-2023 CIP budget process.

**TABLE 2****Proposed "Citywide Playground Project" CIP**

| <i>Project Name</i>                           | <i>Plan<br/>Year<br/>2017</i> | <i>Plan<br/>Year<br/>2018</i> | <i>Plan<br/>Year<br/>2019</i> | <i>Plan<br/>Year<br/>2020</i> | <i>Plan<br/>Year<br/>2021</i> | <i>Plan<br/>Year<br/>2022</i> | <i>Total<br/>Budget</i> |
|-----------------------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------|
| Midway Park Play Equipment Maint.             | \$2                           | \$23                          |                               |                               |                               |                               | \$25                    |
| Kiddie Park Play Equipment *                  | -\$27                         | \$180                         |                               |                               |                               |                               | \$207                   |
| Westwood Play Equipment                       | \$7                           |                               | \$60                          |                               |                               |                               | \$67                    |
| Field House Play Equipment *                  | \$15                          |                               | \$150                         |                               |                               |                               | \$165                   |
| Steven J. Underwood Play Equipment            | \$67                          |                               | \$334                         |                               |                               |                               | \$401                   |
| Cecil Powell Play Equipment                   | \$13                          |                               | \$90                          |                               |                               |                               | \$103                   |
| Wooton Park                                   | \$18                          |                               | \$93                          | \$99                          |                               |                               | \$210                   |
| Water Tower Park Play Equipment Maint.        | \$6                           |                               |                               | \$60                          |                               |                               | \$66                    |
| Beach Park Play Equipment                     |                               |                               | \$90                          | \$685                         |                               |                               | \$775                   |
| <b>Expenditure Total:</b>                     | <b>\$155</b>                  | <b>\$203</b>                  | <b>\$817</b>                  | <b>\$844</b>                  |                               |                               | <b>\$2,019</b>          |
| <i>Project Funding</i>                        | <i>Plan<br/>Year<br/>2017</i> | <i>Plan<br/>Year<br/>2018</i> | <i>Plan<br/>Year<br/>2019</i> | <i>Plan<br/>Year<br/>2020</i> | <i>Plan<br/>Year<br/>2021</i> | <i>Plan<br/>Year<br/>2022</i> | <i>Total<br/>Budget</i> |
| REET 2                                        | \$155                         | \$23                          | \$145                         | \$159                         |                               |                               | <b>\$482</b>            |
| CDBG Grants * (Unconfirmed)                   |                               | \$180                         | \$150                         |                               |                               |                               | \$330                   |
| RCO State Grants (Unconfirmed)                |                               |                               | \$167                         | \$380                         |                               |                               | \$547                   |
| K.C. Youth Sports Fac. (Unconfirmed)          |                               |                               | \$75                          |                               |                               |                               | \$75                    |
| Des Moines Legacy Foundation<br>(Confirmed)   |                               |                               | \$90                          | \$15                          |                               |                               | \$105                   |
| Des Moines Legacy Foundation<br>(Unconfirmed) |                               |                               | \$100                         |                               |                               |                               | \$100                   |
| Park In Lieu (Confirmed)                      |                               |                               | \$90                          | \$290                         |                               |                               | \$380                   |
| <b>Revenue Total:</b>                         | <b>\$155</b>                  | <b>\$203</b>                  | <b>\$817</b>                  | <b>\$844</b>                  |                               |                               | <b>\$2,019</b>          |

**Alternatives**

Much of the City's play area equipment is aging and obsolete causing the need to take action in the near future. In some cases play equipment retrofitting is an option and in others replacement parts are not available. Cecil Powell Park play equipment was removed due to safety issues in 2013 and the community has asked for the equipment to be replaced. The removal of play equipment at Kiddie Park, Westwood Park and Wooton Park is eminent, likely within the next year or two. The proposed play equipment project concept allows the City the framework to repair, replace and install new equipment at all of these parks.

**Recommendation**

Staff recommends that City Council take action to amend the 2017-2022 Capital Improvement Plan to include the changes in the Wooton Park Project to show the revised usage of REET2 and to include the other changes as described in (Attachment 1) in the 2018-2022 Capital Improvement Plan.

| <i><b>Project Expenditures</b></i>         | <i><b>Plan<br/>Year<br/>2017</b></i> | <i><b>Plan<br/>Year<br/>2018</b></i> | <i><b>Plan<br/>Year<br/>2019</b></i> | <i><b>Plan<br/>Year<br/>2020</b></i> | <i><b>Plan<br/>Year<br/>2021</b></i> | <i><b>Plan<br/>Year<br/>2022</b></i> | <i><b>Total<br/>Budget</b></i> |
|--------------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------|
| Midway Park Play Equipment                 | 2                                    | 23                                   | -                                    | -                                    | -                                    | -                                    | 25                             |
| Kiddie Park Play Equipment                 | 27                                   | 180                                  | -                                    | -                                    | -                                    | -                                    | 207                            |
| Westwood Play Equipment                    | 7                                    | -                                    | 60                                   | -                                    | -                                    | -                                    | 67                             |
| Field House Play Equipment                 | 15                                   | -                                    | 150                                  | -                                    | -                                    | -                                    | 165                            |
| SJU Play Equipment                         | 67                                   | -                                    | 334                                  | -                                    | -                                    | -                                    | 401                            |
| Cecil Powell Play Equipment                | 13                                   | -                                    | 90                                   | -                                    | -                                    | -                                    | 103                            |
| Wooton Park Play Equipment                 | 18                                   | -                                    | 93                                   | 99                                   | -                                    | -                                    | 210                            |
| Water Tower Play Equipment                 | 6                                    | -                                    | -                                    | 60                                   | -                                    | -                                    | 66                             |
| Beach Park Promenade & Play Equip          | -                                    | -                                    | 90                                   | 685                                  | -                                    | -                                    | 775                            |
| <b>Expenditure Total</b>                   | <b>155</b>                           | <b>203</b>                           | <b>817</b>                           | <b>844</b>                           | <b>-</b>                             | <b>-</b>                             | <b>2,019</b>                   |
| <i><b>Project Funding</b></i>              | <i><b>Plan<br/>Year<br/>2017</b></i> | <i><b>Plan<br/>Year<br/>2018</b></i> | <i><b>Plan<br/>Year<br/>2019</b></i> | <i><b>Plan<br/>Year<br/>2020</b></i> | <i><b>Plan<br/>Year<br/>2021</b></i> | <i><b>Plan<br/>Year<br/>2022</b></i> | <i><b>Total<br/>Budget</b></i> |
| REET 2                                     | 155                                  | 23                                   | 145                                  | 159                                  | -                                    | -                                    | 482                            |
| CDBG (Unconfirmed)                         | -                                    | 180                                  | 150                                  | -                                    | -                                    | -                                    | 330                            |
| State of Washington Grants (Unconfirmed)   | -                                    | -                                    | 167                                  | -                                    | -                                    | -                                    | 167                            |
| KC Youth Sports Facilities (Unconfirmed)   | -                                    | -                                    | 75                                   | -                                    | -                                    | -                                    | 75                             |
| Des Moines Legacy Foundation (Confirmed)   | -                                    | -                                    | 90                                   | 15                                   | -                                    | -                                    | 105                            |
| Des Moines Legacy Foundation (Unconfirmed) | -                                    | -                                    | 100                                  | -                                    | -                                    | -                                    | 100                            |
| Park In Lieu (Secured)                     | -                                    | -                                    | 90                                   | 290                                  | -                                    | -                                    | 380                            |
| RCO (Unsecured)                            | -                                    | -                                    | -                                    | 380                                  | -                                    | -                                    | 380                            |
| <b>Funding Total</b>                       | <b>155</b>                           | <b>203</b>                           | <b>817</b>                           | <b>844</b>                           | <b>-</b>                             | <b>-</b>                             | <b>2,019</b>                   |

| <i>Project Expenditures</i>                | <i>Plan<br/>Year<br/>2017</i> | <i>Plan<br/>Year<br/>2018</i> | <i>Plan<br/>Year<br/>2019</i> | <i>Plan<br/>Year<br/>2020</i> | <i>Plan<br/>Year<br/>2021</i> | <i>Plan<br/>Year<br/>2022</i> | <i>Total<br/>Budget</i> |
|--------------------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------|
| Midway Park Play Equipment                 | 2                             | 23                            | -                             | -                             | -                             | -                             | 25                      |
| Kiddie Park Play Equipment                 | 27                            | 180                           | -                             | -                             | -                             | -                             | 207                     |
| Westwood Play Equipment                    | 7                             | -                             | 60                            | -                             | -                             | -                             | 67                      |
| Field House Play Equipment                 | 15                            | -                             | 150                           | -                             | -                             | -                             | 165                     |
| SJU Play Equipment                         | 67                            | -                             | 334                           | -                             | -                             | -                             | 401                     |
| Cecil Powell Play Equipment                | 13                            | -                             | 90                            | -                             | -                             | -                             | 103                     |
| Wooton Park Play Equipment                 | 18                            | -                             | 93                            | 99                            | -                             | -                             | 210                     |
| Water Tower Play Equipment                 | 6                             | -                             | -                             | 60                            | -                             | -                             | 66                      |
| Beach Park Promenade & Play Equip          | -                             | -                             | 90                            | 685                           | -                             | -                             | 775                     |
| <b>Expenditure Total</b>                   | <b>155</b>                    | <b>203</b>                    | <b>817</b>                    | <b>844</b>                    | <b>-</b>                      | <b>-</b>                      | <b>2,019</b>            |
| <i>Project Funding</i>                     | <i>Plan<br/>Year<br/>2017</i> | <i>Plan<br/>Year<br/>2018</i> | <i>Plan<br/>Year<br/>2019</i> | <i>Plan<br/>Year<br/>2020</i> | <i>Plan<br/>Year<br/>2021</i> | <i>Plan<br/>Year<br/>2022</i> | <i>Total<br/>Budget</i> |
| REET 2                                     | 155                           | 23                            | 145                           | 159                           | -                             | -                             | 482                     |
| CDBG (Unconfirmed)                         | -                             | 180                           | 150                           | -                             | -                             | -                             | 330                     |
| State of Washington Grants (Unconfirmed)   | -                             | -                             | 167                           | -                             | -                             | -                             | 167                     |
| KC Youth Sports Facilities (Unconfirmed)   | -                             | -                             | 75                            | -                             | -                             | -                             | 75                      |
| Des Moines Legacy Foundation (Confirmed)   | -                             | -                             | 90                            | 15                            | -                             | -                             | 105                     |
| Des Moines Legacy Foundation (Unconfirmed) | -                             | -                             | 100                           | -                             | -                             | -                             | 100                     |
| Park In Lieu (Secured)                     | -                             | -                             | 90                            | 290                           | -                             | -                             | 380                     |
| RCO (Unsecured)                            | -                             | -                             | -                             | 380                           | -                             | -                             | 380                     |
| <b>Funding Total</b>                       | <b>155</b>                    | <b>203</b>                    | <b>817</b>                    | <b>844</b>                    | <b>-</b>                      | <b>-</b>                      | <b>2,019</b>            |

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

|                                                |            |                                                                         |
|------------------------------------------------|------------|-------------------------------------------------------------------------|
| <b>Midway Park Play Equipment</b>              | <b>310</b> | <b>Summary: Project Description:</b>                                    |
| CIP Category: Park Facility Projects           |            | Repair the 10 year old play equipment to meet safety and ADA standards. |
| Managing Department: Parks, Recr & Sr Services |            |                                                                         |

Justification/Benefits: Midway Park was renovated in 2004. The play equipment is 13 years old and needs minor repairs. This is a priority in the 2010 and 2016 Parks, Recreation and Senior Services Master Plans.

| PROJECT SCOPE             |              | ANNUAL ALLOCATION        |                     |                |                |                |                |                |                |   |   |
|---------------------------|--------------|--------------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|---|---|
| Expenditures              | Total Budget | Project to Date 12/31/15 | Scheduled Year 2016 | Plan Year 2017 | Plan Year 2018 | Plan Year 2019 | Plan Year 2020 | Plan Year 2021 | Plan Year 2022 |   |   |
| Design                    | 2            | -                        | -                   | 2              | -              | -              | -              | -              | -              | - | - |
| Land & Right of Way       | -            | -                        | -                   | -              | -              | -              | -              | -              | -              | - | - |
| Construction              | 20           | -                        | -                   | -              | 20             | -              | -              | -              | -              | - | - |
| Contingency               | 3            | -                        | -                   | -              | 3              | -              | -              | -              | -              | - | - |
| <b>Total Expenditures</b> | <b>25</b>    | -                        | -                   | <b>2</b>       | <b>23</b>      | -              | -              | -              | -              | - | - |

| Funding Sources                             | Total Budget | Project to Date 12/31/15 | Scheduled Year 2016 | Plan Year 2017 | Plan Year 2018 | Plan Year 2019 | Plan Year 2020 | Plan Year 2021 | Plan Year 2022 |   |   |
|---------------------------------------------|--------------|--------------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|---|---|
| REET 2 (\$2 from 2017 Wootton Park Project) | 25           | -                        | -                   | 2              | -              | 23             | -              | -              | -              | - | - |
| King County Park Levy                       | -            | -                        | -                   | -              | -              | -              | -              | -              | -              | - | - |
| Park in-Lieu                                | -            | -                        | -                   | -              | -              | -              | -              | -              | -              | - | - |
| Community Donations                         | -            | -                        | -                   | -              | -              | -              | -              | -              | -              | - | - |
| CDBG (Unconfirmed)                          | -            | -                        | -                   | -              | -              | -              | -              | -              | -              | - | - |
| Park In Lieu                                | -            | -                        | -                   | -              | -              | -              | -              | -              | -              | - | - |
| RCO                                         | -            | -                        | -                   | -              | -              | -              | -              | -              | -              | - | - |
|                                             | <b>25</b>    | -                        | -                   | <b>2</b>       | -              | <b>23</b>      | -              | -              | -              | - | - |

| OPERATING IMPACT  |              | ANNUAL OPERATING IMPACT |          |          |          |          |          |
|-------------------|--------------|-------------------------|----------|----------|----------|----------|----------|
| Operating Impact  | 6 Year Total | 2016                    | 2017     | 2018     | 2019     | 2020     | 2022     |
| Revenue           | -            | -                       | -        | -        | -        | -        | -        |
| Expenses          | -            | -                       | -        | -        | -        | -        | -        |
| <b>Net Impact</b> | <b>-</b>     | <b>-</b>                | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> |

#REF!

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

|                                               |            |                                                                                                                                                                                                                    |
|-----------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Kiddie Park Play Equipment</b>             | <b>310</b> | <b>Summary Project Description:</b>                                                                                                                                                                                |
| CIP Category: Park Facility Projects          |            | Relocate the 30 year old play equipment out of the gully area and replace play equipment to meet safety and ADA standards. This project is in conjunction with improvements to the adjacent City Park nature area. |
| Managing Department: Parks, Rec & Sr Services |            |                                                                                                                                                                                                                    |

Justification/Benefits: Kiddie Park was built in 1987. The play equipment is 30 years old and the location is not ADA accessible. It does not meet current ASTM and ADA requirements. This is a priority in the 2010 and 2016 Parks, Recreation and Senior Services Master Plans.

| PROJECT SCOPE             |              | ANNUAL ALLOCATION        |                     |                |                |                |                |                |                |   |   |
|---------------------------|--------------|--------------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|---|---|
| Expenditures              | Total Budget | Project to Date 12/31/15 | Scheduled Year 2016 | Plan Year 2017 | Plan Year 2018 | Plan Year 2019 | Plan Year 2020 | Plan Year 2021 | Plan Year 2022 |   |   |
| Design                    | 27           | -                        | -                   | 27             | -              | -              | -              | -              | -              | - | - |
| Land & Right of Way       | -            | -                        | -                   | -              | -              | -              | -              | -              | -              | - | - |
| Construction              | 164          | -                        | -                   | -              | 164            | -              | -              | -              | -              | - | - |
| Contingency               | 16           | -                        | -                   | -              | 16             | -              | -              | -              | -              | - | - |
| <b>Total Expenditures</b> | <b>207</b>   | -                        | -                   | <b>27</b>      | <b>180</b>     | -              | -              | -              | -              | - | - |

| Funding Sources                              |            | Project to Date 12/31/15 | Scheduled Year 2016 | Plan Year 2017 | Plan Year 2018 | Plan Year 2019 | Plan Year 2020 | Plan Year 2021 | Plan Year 2022 |
|----------------------------------------------|------------|--------------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| REET 2 (\$27 from 2017 Wootton Park Project) | 27         | -                        | -                   | 27             | -              | -              | -              | -              | -              |
| King County Park Levy                        | -          | -                        | -                   | -              | -              | -              | -              | -              | -              |
| Park in-Lieu                                 | -          | -                        | -                   | -              | -              | -              | -              | -              | -              |
| Community Donations                          | 180        | -                        | -                   | -              | 180            | -              | -              | -              | -              |
| CDBG (Unconfirmed)                           | -          | -                        | -                   | -              | -              | -              | -              | -              | -              |
| Park in Lieu                                 | -          | -                        | -                   | -              | -              | -              | -              | -              | -              |
| RCO                                          | -          | -                        | -                   | -              | -              | -              | -              | -              | -              |
|                                              | <b>207</b> | -                        | -                   | <b>27</b>      | <b>180</b>     | -              | -              | -              | -              |

| OPERATING IMPACT  |              | ANNUAL OPERATING IMPACT |          |          |          |          |
|-------------------|--------------|-------------------------|----------|----------|----------|----------|
| Operating Impact  | 6 Year Total | 2016                    | 2017     | 2018     | 2019     | 2020     |
| Revenue           | -            | -                       | -        | -        | -        | -        |
| Expenses          | -            | -                       | -        | -        | -        | -        |
| <b>Net Impact</b> | <b>-</b>     | <b>-</b>                | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> |

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

|                                                |            |                                                                                                                                                         |
|------------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Westwood Play Equipment</b>                 | <b>310</b> | <b>Summary: Project Description:</b>                                                                                                                    |
| CIP Category: Park Facility Projects           |            | Replace the wooden play structure for safety reasons due to age and wood structure deterioration. Park renovation will include ASTM and ADA compliance. |
| Managing Department: Parks, Recr & Sr Services |            |                                                                                                                                                         |

Justification/Benefits: The wooden play structure needs to be replaced due to age and structure deterioration. Westwood Park was constructed by a developer in the early 2000's. The wooden play equipment is over 15 years old and becoming a safety hazard. The installation of new equipment will require meeting ADA access requirements. Westwood Park is one of two small parks that serve the North Hill population of 5,100 residents.

| PROJECT SCOPE             |              |  |
|---------------------------|--------------|--|
| Expenditures              | Total Budget |  |
| Design                    | 7            |  |
| Land & Right of Way       | -            |  |
| Construction              | 54           |  |
| Contingency               | 6            |  |
| <b>Total Expenditures</b> | <b>67</b>    |  |

| ANNUAL ALLOCATION |                |           |           |           |           |           |           |           |           |           |
|-------------------|----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Project to Date   | Scheduled Year | Plan Year | Plan Year | Plan Year | Plan Year | Plan Year | Plan Year | Plan Year | Plan Year | Plan Year |
| 12/31/15          | 2016           | 2017      | 2018      | 2019      | 2020      | 2021      | 2022      |           |           |           |
| -                 |                | 7         |           |           |           |           |           |           |           |           |
| -                 |                |           |           | 54        |           |           |           |           |           |           |
| -                 |                |           |           | 6         |           |           |           |           |           |           |
| -                 |                | 7         |           | 60        |           |           |           |           |           |           |

| Funding Sources                             | Total Budget |
|---------------------------------------------|--------------|
| REET 2 (\$7 from 2017 Wootton Park Project) | 67           |
| King County Youth Sports Facilities         |              |
| Des Moines Legacy Foundation                |              |
| Community Donations                         |              |
| CDBG                                        |              |
| Park In Lieu                                |              |
| RCO                                         |              |
|                                             | <b>67</b>    |

| Project to Date | Scheduled Year | Plan Year | Plan Year | Plan Year | Plan Year | Plan Year | Plan Year | Plan Year | Plan Year | Plan Year |
|-----------------|----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 12/31/15        | 2016           | 2017      | 2018      | 2019      | 2020      | 2021      | 2022      |           |           |           |
|                 |                | 7         |           | 60        |           |           |           |           |           |           |
|                 |                |           |           |           |           |           |           |           |           |           |
|                 |                |           |           |           |           |           |           |           |           |           |
|                 |                |           |           |           |           |           |           |           |           |           |
|                 |                |           |           |           |           |           |           |           |           |           |
|                 |                |           |           |           |           |           |           |           |           |           |
|                 |                | 7         |           | 60        |           |           |           |           |           |           |

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

| ANNUAL OPERATING IMPACT |      |      |      |      |      |
|-------------------------|------|------|------|------|------|
|                         | 2016 | 2017 | 2018 | 2019 | 2020 |
| -                       | -    | -    | -    | -    | -    |
| -                       | -    | -    | -    | -    | -    |
| -                       | -    | -    | -    | -    | -    |

#REF!

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

|                                               |            |                                                                                                                                                                                                                                   |
|-----------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Field House Play Equipment</b>             | <b>310</b> | <b>Summary Project Description:</b>                                                                                                                                                                                               |
| CIP Category: Park Facility Projects          |            | Replace a portion of the aging play structure for safety reasons. Park renovation will include ADA compliance. This is a companion project with the Field House Park Field Improvements to be partially funded with a CDBG grant. |
| Managing Department: Parks, Rec & Sr Services |            |                                                                                                                                                                                                                                   |

Justification/Benefits: Field House Park was transferred to the city by King County in 1993. The portion of the play equipment currently on site was purchased by the Des Moines Rotary Club and installed at the Beach Park in 1996. Later it was removed and stored until repainted and reinstalled in 2008. Some of the equipment doesn't meet current Play Equipment ASTM and ADA standards and must be replaced.

| PROJECT SCOPE             |              | ANNUAL ALLOCATION        |                     |                |                |                |                |                |                |   |   |
|---------------------------|--------------|--------------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|---|---|
| Expenditures              | Total Budget | Project to Date 12/31/15 | Scheduled Year 2016 | Plan Year 2017 | Plan Year 2018 | Plan Year 2019 | Plan Year 2020 | Plan Year 2021 | Plan Year 2022 |   |   |
| Design                    | 15           | -                        | -                   | 15             | -              | -              | -              | -              | -              | - | - |
| Land & Right of Way       | -            | -                        | -                   | -              | -              | -              | -              | -              | -              | - | - |
| Construction              | 135          | -                        | -                   | -              | -              | 135            | -              | -              | -              | - | - |
| Contingency 20%           | 15           | -                        | -                   | -              | -              | 15             | -              | -              | -              | - | - |
| <b>Total Expenditures</b> | <b>165</b>   | -                        | -                   | 15             | -              | 150            | -              | -              | -              | - | - |

| Funding Sources                              | Total Budget | Project to Date 12/31/15 | Scheduled Year 2016 | Plan Year 2017 | Plan Year 2018 | Plan Year 2019 | Plan Year 2020 | Plan Year 2021 | Plan Year 2022 |
|----------------------------------------------|--------------|--------------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| REET 2 (\$15 from 2017 Wootton Park Project) | 15           | -                        | -                   | 15             | -              | -              | -              | -              | -              |
| King County Youth Sports Facilities          | -            | -                        | -                   | -              | -              | -              | -              | -              | -              |
| Des Moines Legacy Foundation                 | -            | -                        | -                   | -              | -              | -              | -              | -              | -              |
| Community Donations                          | -            | -                        | -                   | -              | -              | -              | -              | -              | -              |
| CDBG (Unconfirmed)                           | 150          | -                        | -                   | -              | -              | 150            | -              | -              | -              |
| Park In Lieu                                 | -            | -                        | -                   | -              | -              | -              | -              | -              | -              |
| RCO                                          | -            | -                        | -                   | -              | -              | -              | -              | -              | -              |
|                                              | <b>165</b>   | -                        | -                   | 15             | -              | 150            | -              | -              | -              |

| OPERATING IMPACT  |              | ANNUAL OPERATING IMPACT |          |          |          |          |
|-------------------|--------------|-------------------------|----------|----------|----------|----------|
| Operating Impact  | 6 Year Total | 2017                    | 2018     | 2019     | 2020     | 2022     |
| Revenue           | -            | -                       | -        | -        | -        | -        |
| Expenses          | -            | -                       | -        | -        | -        | -        |
| <b>Net Impact</b> | <b>-</b>     | <b>-</b>                | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> |

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

|                                                |     |                                                                                                                                                                                                                                                                                       |
|------------------------------------------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SJU Play Equipment                             | 310 | <b>Summary Project Description:</b>                                                                                                                                                                                                                                                   |
| CIP Category: Park Facility Projects           |     | Install play equipment at Steven J Underwood Park, the city's premier Community Park. The park is heavily used for youth sporting activities by families with children. A play area is included in the park's master plan due to the thousands of family visits to the park annually. |
| Managing Department: Parks, Recr & Sr Services |     |                                                                                                                                                                                                                                                                                       |

Justification/Benefits: Steven J Underwood Park is a top priority Community Park which has heavy family use.

| PROJECT SCOPE             |              | ANNUAL ALLOCATION |           |           |      |            |      |      |           |
|---------------------------|--------------|-------------------|-----------|-----------|------|------------|------|------|-----------|
| Expenditures              | Total Budget | Scheduled Year    | Plan Year | 2017      | 2018 | 2019       | 2020 | 2021 | Plan Year |
| Design                    | 67           | -                 | -         | 67        | -    | -          | -    | -    | 2022      |
| Land & Right of Way       | -            | -                 | -         | -         | -    | -          | -    | -    | -         |
| Construction              | 300          | -                 | -         | -         | -    | 300        | -    | -    | -         |
| Contingency               | 34           | -                 | -         | -         | -    | 34         | -    | -    | -         |
| <b>Total Expenditures</b> | <b>401</b>   | -                 | -         | <b>67</b> | -    | <b>334</b> | -    | -    | -         |

| Funding Sources                                   | Total Budget | Scheduled Year | Plan Year | 2017      | 2018 | 2019       | 2020 | 2021 | Plan Year  |
|---------------------------------------------------|--------------|----------------|-----------|-----------|------|------------|------|------|------------|
| REET 2 (\$67 from 2017 Wooton Park Project)       | 109          | -              | -         | 67        | -    | 42         | -    | -    | 2022       |
| State of Washington Grants (Unconfirmed)          | 167          | -              | -         | -         | -    | 167        | -    | -    | -          |
| King County Youth Sports Facilities (Unconfirmed) | 75           | -              | -         | -         | -    | 75         | -    | -    | -          |
| Des Moines Legacy Foundation (Confirmed)          | 50           | -              | -         | -         | -    | 50         | -    | -    | -          |
| Community Donations (Unconfirmed)                 | -            | -              | -         | -         | -    | -          | -    | -    | -          |
| CDBG                                              | -            | -              | -         | -         | -    | -          | -    | -    | -          |
| Park In Lieu                                      | -            | -              | -         | -         | -    | -          | -    | -    | -          |
| RCO                                               | -            | -              | -         | -         | -    | -          | -    | -    | -          |
|                                                   | <b>401</b>   | -              | -         | <b>67</b> | -    | <b>334</b> | -    | -    | <b>145</b> |

| OPERATING IMPACT  |              | ANNUAL OPERATING IMPACT |          |          |          |          |
|-------------------|--------------|-------------------------|----------|----------|----------|----------|
| Operating Impact  | 6 Year Total | 2017                    | 2018     | 2019     | 2020     | 2022     |
| Revenue           | -            | -                       | -        | -        | -        | -        |
| Expenses          | -            | -                       | -        | -        | -        | -        |
| <b>Net Impact</b> | <b>-</b>     | <b>-</b>                | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> |

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

|                                                |     |                                                                                                                                           |
|------------------------------------------------|-----|-------------------------------------------------------------------------------------------------------------------------------------------|
| Cecil Powell Play Equipment                    | 310 | <b>Summary Project Description:</b>                                                                                                       |
| CIP Category: Park Facility Projects           |     | Replace the play structure that was removed for safety reasons due to age and deterioration. Park renovation will include ADA compliance. |
| Managing Department: Parks, Recr & Sr Services |     |                                                                                                                                           |
|                                                |     |                                                                                                                                           |

Justification/Benefits: Cecil Powell Park was transferred to the city by the Powell family in 1991. The play equipment was removed due to poor condition. The installation of new equipment will require meeting current ADA access standards.

| PROJECT SCOPE             |              | ANNUAL ALLOCATION        |                     |                |                |                |                |                |                |   |   |
|---------------------------|--------------|--------------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|---|---|
| Expenditures              | Total Budget | Project to Date 12/31/15 | Scheduled Year 2016 | Plan Year 2017 | Plan Year 2018 | Plan Year 2019 | Plan Year 2020 | Plan Year 2021 | Plan Year 2022 |   |   |
| Design                    | 13           | -                        | -                   | 13             | -              | -              | -              | -              | -              | - | - |
| Land & Right of Way       | -            | -                        | -                   | -              | -              | -              | -              | -              | -              | - | - |
| Construction              | 82           | -                        | -                   | -              | -              | 82             | -              | -              | -              | - | - |
| Contingency               | 8            | -                        | -                   | -              | -              | 8              | -              | -              | -              | - | - |
| <b>Total Expenditures</b> | <b>103</b>   | -                        | -                   | <b>13</b>      | -              | <b>90</b>      | -              | -              | -              | - | - |

| Funding Sources                              |            | Total Budget | Project to Date 12/31/15 | Scheduled Year 2016 | Plan Year 2017 | Plan Year 2018 | Plan Year 2019 | Plan Year 2020 | Plan Year 2021 | Plan Year 2022 |
|----------------------------------------------|------------|--------------|--------------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| REET 2 (\$14 from 2017 Wootton Park Project) | 13         |              | -                        | -                   | 13             | -              | -              | -              | -              | -              |
| King County Youth Sports Facilities          | -          |              | -                        | -                   | -              | -              | -              | -              | -              | -              |
| Des Moines Legacy Foundation (Confirmed)     | 90         |              | -                        | -                   | -              | -              | 90             | -              | -              | -              |
| Community Donations (Unconfirmed)            |            |              | -                        | -                   | -              | -              | -              | -              | -              | -              |
| CDBG                                         |            |              | -                        | -                   | -              | -              | -              | -              | -              | -              |
| Park In Lieu                                 |            |              | -                        | -                   | -              | -              | -              | -              | -              | -              |
| RCO                                          |            |              | -                        | -                   | -              | -              | -              | -              | -              | -              |
|                                              | <b>103</b> |              | -                        | -                   | <b>13</b>      | -              | <b>90</b>      | -              | -              | -              |

| OPERATING IMPACT  |              | ANNUAL OPERATING IMPACT |          |          |          |          |          |
|-------------------|--------------|-------------------------|----------|----------|----------|----------|----------|
| Operating Impact  | 6 Year Total | 2017                    | 2018     | 2019     | 2020     | 2021     | 2022     |
| Revenue           | -            | -                       | -        | -        | -        | -        | -        |
| Expenses          | -            | -                       | -        | -        | -        | -        | -        |
| <b>Net Impact</b> | <b>-</b>     | <b>-</b>                | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> |

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

|                                                |            |                                                                                                                                |
|------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>Wooton Park Play Equipment</b>              | <b>310</b> | <b>Summary Project Description:</b>                                                                                            |
| CIP Category: Park Facility Projects           |            | Replace play equipment. The wooden gazebo and site furnishings need to be upgraded and the pathways need refurbishing as well. |
| Managing Department: Parks, Reor & Sr Services |            |                                                                                                                                |

Justification/Benefits: Wooton Park was transferred to the City from King County due to annexation in 1997. Wooton Park is the park facility serving the Redondo neighborhood of 1,600 and thousands of visitors annually. This project was a number one project in the 2010 and 2016 Parks, Recreation and Senior Services Master Plans. The park's play equipment is over 25 years old, outdated and replacement parts are not available. The park was assessed as part of the 2010 and 2016 Master Plan updates. Findings identified that the play equipment needed replacement as soon as possible. The wooden gazebo and site furnishings

| PROJECT SCOPE             |              |
|---------------------------|--------------|
| Expenditures              | Total Budget |
| Design                    | 18           |
| Construction              | 174          |
| Contingency               | 18           |
| <b>Total Expenditures</b> | <b>210</b>   |

| Funding Sources                          | Total Budget |
|------------------------------------------|--------------|
| REET 2                                   | 160          |
| Des Moines Legacy Foundation (Secured)   | 40           |
| Des Moines Legacy Foundation (Unsecured) | 10           |
|                                          | <b>210</b>   |

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

| Project to Date<br>12/31/15 | ANNUAL ALLOCATION |          |              |           |              |          |              |           |              |           |              |          |
|-----------------------------|-------------------|----------|--------------|-----------|--------------|----------|--------------|-----------|--------------|-----------|--------------|----------|
|                             | Scheduled<br>Year | 2016     | Plan<br>Year | 2017      | Plan<br>Year | 2018     | Plan<br>Year | 2019      | Plan<br>Year | 2020      | Plan<br>Year | 2021     |
| -                           | -                 | -        | -            | 18        | -            | -        | -            | -         | -            | -         | -            | -        |
| -                           | -                 | -        | -            | -         | -            | -        | -            | 93        | -            | 81        | -            | -        |
| -                           | -                 | -        | -            | -         | -            | -        | -            | -         | -            | 18        | -            | -        |
| <b>-</b>                    | <b>-</b>          | <b>-</b> | <b>-</b>     | <b>18</b> | <b>-</b>     | <b>-</b> | <b>-</b>     | <b>93</b> | <b>-</b>     | <b>99</b> | <b>-</b>     | <b>-</b> |

| Project to Date<br>12/31/15 | ANNUAL ALLOCATION |          |              |          |              |          |              |          |              |           |              |          |
|-----------------------------|-------------------|----------|--------------|----------|--------------|----------|--------------|----------|--------------|-----------|--------------|----------|
|                             | Scheduled<br>Year | 2016     | Plan<br>Year | 2017     | Plan<br>Year | 2018     | Plan<br>Year | 2019     | Plan<br>Year | 2020      | Plan<br>Year | 2021     |
| -                           | -                 | -        | -            | -        | -            | -        | -            | -        | -            | -         | -            | -        |
| -                           | -                 | -        | -            | -        | -            | -        | -            | -        | -            | -         | -            | -        |
| -                           | -                 | -        | -            | -        | -            | -        | -            | -        | -            | -         | -            | -        |
| <b>-</b>                    | <b>-</b>          | <b>-</b> | <b>-</b>     | <b>-</b> | <b>-</b>     | <b>-</b> | <b>-</b>     | <b>-</b> | <b>-</b>     | <b>99</b> | <b>-</b>     | <b>-</b> |

| ANNUAL OPERATING IMPACT |          |          |          |          |          |          |
|-------------------------|----------|----------|----------|----------|----------|----------|
|                         | 2016     | 2017     | 2018     | 2019     | 2020     | 2021     |
| -                       | -        | -        | -        | -        | -        | -        |
| -                       | -        | -        | -        | -        | -        | -        |
| <b>-</b>                | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> |

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

|                                                |            |                                                                                                                                                                                                                                                  |
|------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Water Tower Play Equipment</b>              | <b>310</b> | <b>Summary Project Description:</b>                                                                                                                                                                                                              |
| CIP Category: Park Facility Projects           |            | Replace the play structure and sand surfacing due to age. This equipment is in the best condition of all of the play areas to be replaced. The sand play area surfacing must be addressed. Park renovation will include ASTM and ADA compliance. |
| Managing Department: Parks, Recr & Sr Services |            |                                                                                                                                                                                                                                                  |

Justification/Benefits: The 20 year old Water Tower Park play equipment was installed by the Des Moines Rotary Club in the 1990s. The installation of new equipment will require meeting ADA access requirements. This play equipment is in the best condition of those in the system and could be postponed for up to 5 years, however, the sand play surfacing must be addressed. Water Tower Park is one of two small neighborhood parks that serve the North Hill population of 5,100 residents.

| PROJECT SCOPE             |              | ANNUAL ALLOCATION        |                     |                |                |                |                |                |                |           |  |
|---------------------------|--------------|--------------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------|--|
| Expenditures              | Total Budget | Project to Date 12/31/15 | Scheduled Year 2016 | Plan Year 2017 | Plan Year 2018 | Plan Year 2019 | Plan Year 2020 | Plan Year 2021 | Plan Year 2022 |           |  |
| Design                    | 6            |                          |                     | 6              |                |                |                |                |                |           |  |
| Land & Right of Way       | -            |                          |                     |                |                |                |                |                |                |           |  |
| Construction              | 55           |                          |                     |                |                |                |                |                |                | 55        |  |
| Contingency               | 5            |                          |                     |                |                |                |                |                |                | 5         |  |
| <b>Total Expenditures</b> | <b>66</b>    |                          |                     | <b>6</b>       |                |                |                |                |                | <b>60</b> |  |

| Funding Sources                             | Total Budget | Project to Date 12/31/15 | Scheduled Year 2016 | Plan Year 2017 | Plan Year 2018 | Plan Year 2019 | Plan Year 2020 | Plan Year 2021 | Plan Year 2022 |
|---------------------------------------------|--------------|--------------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| REET 2 (\$6 from 2017 Wootton Park Project) | 66           |                          |                     | 6              |                |                |                | 60             |                |
| King County Youth Sports Facilities         |              |                          |                     |                |                |                |                |                |                |
| Des Moines Legacy Foundation                |              |                          |                     |                |                |                |                |                |                |
| Community Donations                         |              |                          |                     |                |                |                |                |                |                |
| CDDBG                                       |              |                          |                     |                |                |                |                |                |                |
| Park In Lieu                                |              |                          |                     |                |                |                |                |                |                |
| RCO                                         |              |                          |                     |                |                |                |                |                |                |
|                                             | <b>66</b>    |                          |                     | <b>6</b>       |                |                |                | <b>60</b>      |                |

| OPERATING IMPACT  |              | ANNUAL OPERATING IMPACT |          |          |          |          |
|-------------------|--------------|-------------------------|----------|----------|----------|----------|
| Operating Impact  | 6 Year Total | 2016                    | 2017     | 2018     | 2019     | 2020     |
| Revenue           | -            | -                       | -        | -        | -        | -        |
| Expenses          | -            | -                       | -        | -        | -        | -        |
| <b>Net Impact</b> | <b>-</b>     | <b>-</b>                | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> |

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

|                                                |            |                                                                                                                                                                                                            |
|------------------------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Beach Park Promenade &amp; Play Equip</b>   | <b>310</b> | <b>Summary: Project Description:</b>                                                                                                                                                                       |
| CIP Category: Park Facility Projects           |            | Construct play equipment or water feature at the Des Moines Beach Park. Project also includes possible improvements for a promenade once the utilization or disposition of the Wasson property is decided. |
| Managing Department: Parks, Recr & Sr Services |            |                                                                                                                                                                                                            |

**Justification/Benefits:** Des Moines Beach Park was purchased with funds from the City, King County and State of Washington for park uses in perpetuity. The Park serves the region as one of 6 waterfront parks located on Puget Sound between Tacoma and Seattle. The park is visited by hundreds of thousands of visitors annually. This project was a number one project in the 2010 and 2016 Parks, Recreation and Senior Services Master Plans to provide enhanced public access to and enjoyment of the Puget Sound as identified in the 1988 Des Moines Beach Park Master Plan and subsequent Master Plans since that time. Play equipment installed in the meadow by the Rotary Club of Des Moines in 1996 was removed from the Beach Park in the 2000's due to multiple flooding events and the need to make infrastructure improvements, creek modifications and rehabilitate historic buildings.

| PROJECT SCOPE             |              | ANNUAL ALLOCATION        |                     |                |                |                |                |                |                |   |   |
|---------------------------|--------------|--------------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|---|---|
| Expenditures              | Total Budget | Project to Date 12/31/15 | Scheduled Year 2016 | Plan Year 2017 | Plan Year 2018 | Plan Year 2019 | Plan Year 2020 | Plan Year 2021 | Plan Year 2022 |   |   |
| Design                    | 90           | -                        | -                   | -              | -              | 90             | -              | -              | -              | - | - |
| Construction              | 605          | -                        | -                   | -              | -              | -              | 605            | -              | -              | - | - |
| Contingency               | 80           | -                        | -                   | -              | -              | -              | 80             | -              | -              | - | - |
| <b>Total Expenditures</b> | <b>775</b>   | -                        | -                   | -              | -              | <b>90</b>      | <b>685</b>     | -              | -              | - | - |

| Funding Sources                        | Total Budget | Project to Date 12/31/15 | Scheduled Year 2016 | Plan Year 2017 | Plan Year 2018 | Plan Year 2019 | Plan Year 2020 | Plan Year 2021 | Plan Year 2022 |   |   |
|----------------------------------------|--------------|--------------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|---|---|
| Des Moines Legacy Foundation (Secured) | 15           | -                        | -                   | -              | -              | -              | 15             | -              | -              | - | - |
| Park In Lieu (Secured)                 | 380          | -                        | -                   | -              | -              | 90             | 290            | -              | -              | - | - |
| RCO (Unsecured)                        | 380          | -                        | -                   | -              | -              | -              | 380            | -              | -              | - | - |
|                                        | <b>775</b>   | -                        | -                   | -              | -              | <b>90</b>      | <b>685</b>     | -              | -              | - | - |

| OPERATING IMPACT  |              | ANNUAL OPERATING IMPACT |          |          |          |          |          |
|-------------------|--------------|-------------------------|----------|----------|----------|----------|----------|
| Operating Impact  | 6 Year Total | 2016                    | 2017     | 2018     | 2019     | 2020     | 2021     |
| Revenue           | -            | -                       | -        | -        | -        | -        | -        |
| Expenses          | -            | -                       | -        | -        | -        | -        | -        |
| <b>Net Impact</b> | <b>-</b>     | <b>-</b>                | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> |

#REF!

## CIP REVENUE SOURCE SUMMARY: 2017-2022

(Amounts in Thousands)

| Page #                                 | Project Name                                 | Total Budget | Project to Date 12/31/15 | Sched Year 2016 | Plan Year 2017 | Plan Year 2018 | Plan Year 2019 | Plan Year 2020 | Plan Year 2021 | Plan Year 2022 |
|----------------------------------------|----------------------------------------------|--------------|--------------------------|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>GENERAL FUND</b>                    |                                              |              |                          |                 |                |                |                |                |                |                |
| 17                                     | N. Lot Fishing Pier Paid Parking             | 125          | -                        | 125             | -              | -              | -              | -              | -              | -              |
|                                        | <b>Total General Fund</b>                    | <b>125</b>   | <b>-</b>                 | <b>125</b>      | <b>-</b>       | <b>-</b>       | <b>-</b>       | <b>-</b>       | <b>-</b>       | <b>-</b>       |
| <b>COMPUTER REPLACEMENT FUND</b>       |                                              |              |                          |                 |                |                |                |                |                |                |
| 49                                     | Financial System Replacement                 | 192          | -                        | 71              | 121            | -              | -              | -              | -              | -              |
|                                        | <b>Total Computer Replacement Fund</b>       | <b>192</b>   | <b>-</b>                 | <b>71</b>       | <b>121</b>     | <b>-</b>       | <b>-</b>       | <b>-</b>       | <b>-</b>       | <b>-</b>       |
| <b>REDONDO ZONE</b>                    |                                              |              |                          |                 |                |                |                |                |                |                |
| 125                                    | Redondo Area Street Improvements             | 70           | -                        | -               | -              | -              | -              | 70             | -              | -              |
|                                        | <b>Total Redondo Zone Parking</b>            | <b>70</b>    | <b>-</b>                 | <b>-</b>        | <b>-</b>       | <b>-</b>       | <b>-</b>       | <b>70</b>      | <b>-</b>       | <b>-</b>       |
| <b>AUTOMATED SPEED ENFORCE (ASE)</b>   |                                              |              |                          |                 |                |                |                |                |                |                |
| 93                                     | Midway SRTS 24th Ave Sidewalk                | 268          | 207                      | -               | 61             | -              | -              | -              | -              | -              |
| 103                                    | South 268th Street Sidewalk                  | 38           | -                        | 38              | -              | -              | -              | -              | -              | -              |
| 85                                     | Arterial Traffic Calming                     | 75           | -                        | 15              | 15             | -              | -              | 15             | 15             | 15             |
| 87                                     | Sidewalk Program                             | 140          | -                        | 20              | 20             | 20             | 20             | 20             | 20             | 20             |
| 117                                    | S 200th St Safe Routes to School             | 75           | -                        | -               | 25             | 50             | -              | -              | -              | -              |
| 115                                    | S 223rd Walkway Improvements                 | 30           | -                        | -               | -              | 30             | -              | -              | -              | -              |
|                                        | <b>Total ASE</b>                             | <b>626</b>   | <b>207</b>               | <b>73</b>       | <b>121</b>     | <b>100</b>     | <b>20</b>      | <b>35</b>      | <b>35</b>      | <b>35</b>      |
| <b>TRANSPORTATION BENEFIT DISTRICT</b> |                                              |              |                          |                 |                |                |                |                |                |                |
| 83                                     | Arterial Street Pavement Preservation        | 2,500        | -                        | 280             | 440            | 440            | 440            | 440            | 440            | 20             |
| 103                                    | South 268th Street Sidewalk                  | 50           | -                        | 50              | -              | -              | -              | -              | -              | -              |
|                                        | <b>Total Transportation Benefit District</b> | <b>2,550</b> | <b>-</b>                 | <b>330</b>      | <b>440</b>     | <b>440</b>     | <b>440</b>     | <b>440</b>     | <b>440</b>     | <b>20</b>      |
| <b>REET 1st QTR %</b>                  |                                              |              |                          |                 |                |                |                |                |                |                |
| 99                                     | Barnes Creek Trail                           | 644          | 39                       | 248             | -              | -              | 50             | 204            | 103            | -              |
| 101                                    | Redondo Board Walk Replacement               | 500          | 30                       | 470             | -              | -              | -              | -              | -              | -              |
| 57                                     | Field House Tennis Court                     | 25           | -                        | -               | 25             | -              | -              | -              | -              | -              |
| 51                                     | BP Picnic Shelter/Restrooms                  | 41           | -                        | 171             | (54)           | (54)           | (22)           | -              | -              | -              |
| 21                                     | Redondo Paid Parking                         | 200          | -                        | -               | 200            | -              | -              | -              | -              | -              |
| 77                                     | North Bulkhead                               | 1,100        | -                        | -               | -              | 200            | 200            | 200            | 200            | 300            |
| 41                                     | City Hall Generator                          | 365          | -                        | -               | -              | -              | -              | -              | 24             | 341            |
| 43                                     | Police Dept Storage Building                 | 445          | -                        | -               | -              | -              | -              | -              | -              | 445            |
| 47                                     | City Hall Parking Lot                        | 260          | -                        | -               | -              | -              | -              | -              | -              | 260            |
|                                        | <b>Total REET 1st Qtr %</b>                  | <b>3,580</b> | <b>69</b>                | <b>889</b>      | <b>171</b>     | <b>146</b>     | <b>228</b>     | <b>404</b>     | <b>327</b>     | <b>1,346</b>   |
| <b>REET - 2nd QTR %</b>                |                                              |              |                          |                 |                |                |                |                |                |                |
| 53                                     | Parkside Playground                          | 10           | 8                        | 2               | -              | -              | -              | -              | -              | -              |
| 55                                     | Parkside Soil Remediation                    | 1            | -                        | 1               | -              | -              | -              | -              | -              | -              |
| 17                                     | N. Lot Fishing Pier Paid Parking             | 275          | -                        | 275             | -              | -              | -              | -              | -              | -              |
| 103                                    | South 268th Street Sidewalk                  | 94           | -                        | 94              | -              | -              | -              | -              | -              | -              |
| 89                                     | Guardrail Program                            | 100          | -                        | 25              | -              | 25             | -              | 25             | -              | 25             |
| 59                                     | Wooton Park                                  | 234          | -                        | -               | 155            | -              | -              | 79             | -              | -              |
| 65                                     | Field House Play Equipment                   | 77           | -                        | -               | -              | -              | 77             | -              | -              | -              |
| 73                                     | Redondo Floats                               | 40           | -                        | -               | -              | -              | 40             | -              | -              | -              |
| 75                                     | Redondo Fishing Pier Replace Decking         | 67           | -                        | -               | -              | -              | 67             | -              | -              | -              |
| 67                                     | Westwood Play Equipment                      | 68           | -                        | -               | -              | -              | 68             | -              | -              | -              |
| 69                                     | Water Tower Park Play Equipment              | 80           | -                        | -               | -              | -              | -              | 80             | -              | -              |
| 71                                     | SJU Irrig and Landscape                      | 145          | -                        | -               | -              | -              | -              | -              | -              | 145            |
| 81                                     | Redondo Restroom & Plaza                     | 200          | -                        | -               | -              | -              | -              | -              | -              | 200            |
| 79                                     | N Pier Restrooms                             | 250          | -                        | -               | -              | -              | -              | -              | -              | 250            |
|                                        | <b>Total REET 2nd Qtr %</b>                  | <b>1,641</b> | <b>8</b>                 | <b>397</b>      | <b>155</b>     | <b>25</b>      | <b>252</b>     | <b>184</b>     | <b>-</b>       | <b>620</b>     |

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

|                     |            |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Wootton Park</b> | <b>310</b> | <b>Summary Project Description:</b>                                                                                                                                                                                                                                                                                                                                                                                                   |
|                     |            | Replace play equipment and picnic shelter. The park's play equipment is over 25 years old, outdated and replacement parts are not available. The park was assessed in 2008 as part of the 2010 Master Plan update. Findings identified that the play equipment needed replacement, the wooden gazebo was not sturdy and needs to be removed or replaced, the site furnishings need to be upgraded and the pathways need refurbishing. |

CIP Category: Park Facility Projects

Managing Department: Parks, Recr &amp; Sr Services

Justification/Benefits: Wootton Park was transferred to the City from King County due to annexation in 1997. Wootton Park is the park facility serving the Redondo neighborhood of 1,600 and thousands of visitors annually. This project was a number one project in the 2010 - 2015 Parks, Recreation and Senior Services Master Plan.

| PROJECT SCOPE             |              | ANNUAL ALLOCATION        |                     |                |                |                |                |                |                |  |  |  |  |
|---------------------------|--------------|--------------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|--|--|--|--|
| Expenditures              | Total Budget | Project to Date 12/31/15 | Scheduled Year 2016 | Plan Year 2017 | Plan Year 2018 | Plan Year 2019 | Plan Year 2020 | Plan Year 2021 | Plan Year 2022 |  |  |  |  |
| Design                    | 15           | -                        | -                   | 15             | -              | -              | -              | -              | -              |  |  |  |  |
| Land & Right of Way       | -            | -                        | -                   | -              | -              | -              | -              | -              | -              |  |  |  |  |
| Construction              | 195          | -                        | -                   | 125            | -              | -              | 70             | -              | -              |  |  |  |  |
| Contingency               | 24           | -                        | -                   | 15             | -              | -              | 9              | -              | -              |  |  |  |  |
| <b>Total Expenditures</b> | <b>234</b>   | -                        | -                   | <b>155</b>     | -              | -              | <b>79</b>      | -              | -              |  |  |  |  |

| Funding Sources      | Total Budget | Project to Date 12/31/15 | Scheduled Year 2016 | Plan Year 2017 | Plan Year 2018 | Plan Year 2019 | Plan Year 2020 | Plan Year 2021 | Plan Year 2022 |  |  |  |  |
|----------------------|--------------|--------------------------|---------------------|----------------|----------------|----------------|----------------|----------------|----------------|--|--|--|--|
| REET 2               | 234          | -                        | -                   | 155            | -              | -              | 79             | -              | -              |  |  |  |  |
| <b>Total Funding</b> | <b>234</b>   | -                        | -                   | <b>155</b>     | -              | -              | <b>79</b>      | -              | -              |  |  |  |  |

| OPERATING IMPACT  |              | ANNUAL OPERATING IMPACT |      |      |      |      |      |      |  |  |  |  |  |
|-------------------|--------------|-------------------------|------|------|------|------|------|------|--|--|--|--|--|
| Operating Impact  | 6 Year Total | 2016                    | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 |  |  |  |  |  |
| Revenue           | -            | -                       | -    | -    | -    | -    | -    | -    |  |  |  |  |  |
| Expenses          | -            | -                       | -    | -    | -    | -    | -    | -    |  |  |  |  |  |
| <b>Net Impact</b> | <b>-</b>     | -                       | -    | -    | -    | -    | -    | -    |  |  |  |  |  |

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Gene Achziger  
President

Yvonne Nutting  
Vice President

Patrice Thorell  
Secretary

Hallie Marks  
Treasurer

Board of Directors

Patricia V. Clark

Angie Hall

Carla Jackson

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Bill Morchin

Gary McNeil

Sue Padden

Michelle Pina

Kim Richmond

Nancy Stephan

Brian Snure

Feb. 10, 2017

Michael Matthias, city manager  
City of Des Moines, Washington  
21630 – 11<sup>th</sup> Avenue South  
Des Moines, WA 98198

Dear City Manager Matthias and Des Moines City Councilmembers:

As you know, the Des Moines Legacy Foundation is a registered 501(c)(3) non-profit dedicated to supporting our community's youth and senior citizens by providing access for the disadvantaged to Des Moines Parks, Recreation and Senior Services programs.

Since our founding in 1999, Legacy has become the premier charitable conduit for citizens who desire to donate to our community and has contributed more than \$1.5 million in support of our mission to:

- improve and create community and park and recreation services
- promote interest in and opportunities for charitable giving
- be a positive force in providing tools to assist the changing needs of our community
- to enhance services for all ages

The purpose of this letter is to clarify the level of funding that the Des Moines Legacy Foundation will provide for various Parks, Recreation and Senior Services programs in 2017 and to propose a new community-wide initiative to improve the quality of life for the children and families of Des Moines.

For existing programs, in 2017, the foundation will contribute \$23,000 to fund:

- recreation scholarships for low income children utilizing the city's programs
- Picnic in the Park summer recreation programs at Midway Park
- after-school programs at Pacific Middle School

The commitment to Senior Services includes:

- \$10,000 to supplement, as needed, the Meals on Wheels and Hyde Shuttle transportation programs

An additional \$30,000 has been budgeted to support projects involving:

- Sonju Community Garden
- Des Moines Arts Commission

P.O. Box 13582, Des Moines, WA 98198  
Tel. (206) 870-6527 Fax (206) 870-6587

- youth sailing
- tourism
- the Carman Scott Heritage Trail

The foundation is also committed to an even larger \$1.9 million campaign to improve neighborhood parks. We are calling this effort *No Kids Left Inside*.

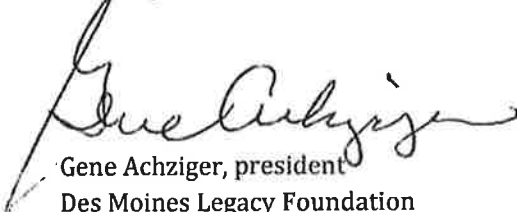
In collaboration with the public, private industry, the City of Des Moines and various governmental entities, we propose a multi-year endeavor to:

- restore play areas throughout the city that are aging or have been removed due to safety concerns; and
- build new play areas at Steven J. Underwood Memorial and Des Moines Beach parks

To that end, the foundation will dedicate \$105,000 from its Phyllis Moore Fund and will raise an additional \$100,000 through donations and grants for *No Kids Left Inside*. These \$205,000 funds, when combined with the city's currently programmed Capital Funds and additional private and government matching grants, would be dedicated to park play areas. The Des Moines Legacy Foundation proposes that the city and foundation enter a formal agreement to memorialize the project and launch the fundraising campaign and initial planning processes in 2017 with the goal of refurbishing and installing the new play areas during the 2018-2020 biennium.

Along with the city, its citizens and businesses, we will leave a legacy for the children and families of Des Moines to sustain our community's quality of life both today and for future generations.

Sincerely,



Gene Achziger, president  
Des Moines Legacy Foundation  
P.O. Box 13582  
Des Moines, WA 98198

Tax ID #91-2019863

# *City of Des Moines*



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



March 14, 2017

Mr. Gene Achziger, President  
Des Moines Legacy Foundation  
PO Box 13582  
Des Moines WA 98198

Dear President Achziger and Des Moines Legacy Foundation Board Members:

Thank you for all the service and support to the families and citizens of Des Moines the Legacy Foundation has provided over the years. I want to respond to your letter of February 10, outlining the Des Moines Legacy Foundation's 2017 support and proposed community-wide initiative to improve the quality of life for the children and families of Des Moines. This letter seeks to clarify terms and administrative processing procedures.

To support 2017 activities, the foundation has generously agreed to contribute \$23,000 for three programs: 1) Low Income Recreation Scholarship program; 2) Summer Recreation program at Midway Park and 3) to fund a proposed new after-school program at Pacific Middle School. It is our understanding the \$23,000 can be allocated to any or all of these programs; is that a correct interpretation? For example, if additional outside funding is received which covers all or some of Summer Recreation program at Midway Park or the proposed new program at Pacific Middle School does not occur, then all of the funds would be utilized by the Low Income Recreation Scholarship program. Administratively, we request a check for \$23,000 be sent to the City which we will deposit it in a restricted Donations account for these programs. Any unspent amounts remaining at the end of 2017 will be carried over and restricted for related 2018 programs.

The city applauds Legacy's support of Des Moines senior citizens and its commitment to increase levels of service for the Meals-On-Wheels and Hyde Shuttle programs. As these services are provided by the Sound Generations organization (and not the city), Legacy can work directly with Sound Generations regarding the \$10,000 donation. Those funds need to go directly to the provider and not to the City.

To support 2017 activities, the foundation has generously agreed to contribute \$30,000 to the on-going support to continue five additional programs: 1) Sonju Community Garden; 2) Des Moines Arts Commission 3) Youth Sailing; 4) Tourism and 5) Carmen Scott Heritage Trail. It is our understanding the Legacy Foundation has an obligation to ensure donated amounts for these programs are not comingled. Thus the city requests a check for \$30,000 to be separated by 2017 program amount as follows:

- |                                                  |           |
|--------------------------------------------------|-----------|
| 1) Sonju Gardens operating & maintenance costs   | \$ 1,000  |
| 2) City Arts Program Concert In the Park support | \$ 20,000 |
| 3) Youth Sailing reduced registration costs      | \$ 1,000  |
| 4) Tourism festival support                      | \$ 5,000  |
| 5) Carmen Scott Heritage Trail sign replacements | \$ 3,000  |

The foundation's commitment to create a *No Kids Left Inside* donation campaign to improve neighborhood parks is indeed exciting. Monies raised by the Legacy Foundation and donated to the city for playground equipment can be combined with any grant proceeds and available city resources dedicated to park playground improvements to provide new playground equipment. While the city has a six year horizon for capital project planning purposes (which allows us to pursue grant opportunities) it creates formal budget and contract commitments based on the annual review of projects, funding and community priorities. Monies donated to the city for playground replacement or new playground equipment will be used for that purpose. We will be reviewing the Playground Project at the City Council meeting of March 23, 2017 and requesting City Council take action to realign our capital expenditures to accomplish implementation of the Playground Project.

The Des Moines Legacy Foundation has provided amazing support through its charitable fund raising campaigns and donations to support a wide variety of services to our community members. The City truly appreciates all the hard work and effort that goes into making this happen each year. Your support for the 2017 year will touch many lives and sustain many valuable services to our citizens. Thank you once again.

Yours truly,



Michael Matthias  
City Manager

cc: Legacy Foundation Board of Directors  
Mayor and City Council (in the agenda packet)  
Dan Brewer  
Dunyele Mason  
Bonnie Wilkins  
Patrice Thorell

March 23, 2017[illegible]

# Evidenced-Based Policing Training Announcement

Highline College, in partnership with the Des Moines Police Department, welcomes Professor Cynthia Lum from George Mason University's Center for Evidence-Based Crime Policy.

This training will cover:

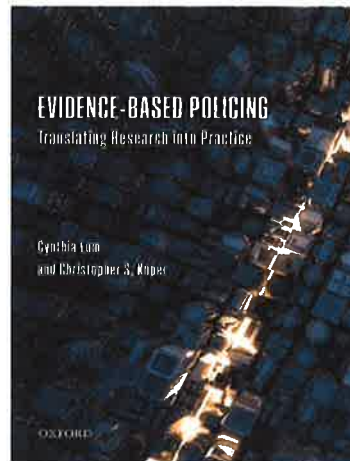
- The basics and definition of evidenced-based policing
- Evidence-based approaches to prevent crime and improve citizen trust
- Implementing evidenced-based policing into everyday use by law enforcement agencies

## Who Should Attend

Law enforcement, support staff, administrators, scholars, students, campus safety personnel, policy makers.

## Presenter

**Cynthia Lum, PhD** is a Professor of Criminology, Law and Society at George Mason University in Fairfax, Virginia. She is also the Director of the Center for Evidence-Based Crime Policy, one of the founding members of the Division of Policing in the American Society of Criminology, and the North American Editor of *Policing: A Journal of Policy and Practice* (Oxford). She specializes in the areas of policing, security, and evidence-based crime policy, and served as a patrol officer and detective in the Baltimore City Police Department.



[Book Link](#)

## When (New Date!)

**Tuesday, April 18, 2017**  
**8AM-11AM**

## Where

**Highline College, Building 7**  
**2400 S. 240<sup>th</sup>**

**Des Moines, WA 98198**

**Guest Parking permits can be obtained through**  
**Kiosks located in each lot for \$1**

## Cost

**FREE**

## To Register

**E-Mail**

[ckitterman@highline.edu](mailto:ckitterman@highline.edu)

## Questions

**Sgt. Mike Graddon, DMPD**

[mgraddon@desmoineswa.gov](mailto:mgraddon@desmoineswa.gov)

206-870-7611

**Steve Lettic, PhD**

[slettic@highline.edu](mailto:slettic@highline.edu)

206-592-3422

