

EXECUTIVE SESSION - 7:00 p.m. - Litigation

AGENDA
REGULAR MEETING DES MOINES CITY COUNCIL
January 8, 2004 - 7:30 p.m.

CALL TO ORDER - Mayor Steenrod

all present

PLEDGE OF ALLEGIANCE

OATH OF OFFICE - City Attorney Marousek

3 sworn in

ROLL CALL

ELECTION OF MAYOR

one Nominee -
→ Bob Shackle
elected 6.0

(Sherman, Sheehy
Thomason)

ELECTION OF MAYOR PRO TEM

one Nominee - Scott Thomson
elected 7.0

Peterson No vote

CORRESPONDENCE

COMMENTS FROM THE PUBLIC: At this time you are invited to comment on items that you wish to bring to Council's attention. Please sign in prior to the meeting and limit your comments to three minutes or less.

Conson Rice - Dry stack no
Steve Henderson - Dry Stack no

BOARD & COMMITTEE REPORTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

Wascot 1/15/04

CONSENT CALENDAR*

1. Motion is to approve the minutes of December 4 and 11, 2003.
2. Findings: Vouchers 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.

Motion: As of this date the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the above list and further described as follows:

Claim checks # through # & electronic fund transfers in the total amount of \$

Payroll fund transfers in the total amount of \$

3. Motion is to approve a budget increase of \$2,400.00 to the All City Buildings - Building Rental Budget in 2004 to pay for a \$200 per month rental increase for the Des Moines Historical Society.

Motion is to accept the statutory warrant deed that would transfer 3,700 square feet of creek side property to the City of Des Moines.

passed 5-0

5-0

removed by staff

*NOTE: Items on the Consent Calendar are either routine or have been previously discussed.
Any item may be removed by a Councilmember.

OLD BUSINESS

1. Draft Resolution No. 03-309 6 Year Capital Improvement Plan - Review

SUMMARY: Council will review MCI, Arterial Streets, Surface Water Management and Marina.

NEW BUSINESS

- ✓ 1. Dry Stack Storage

funds reprogrammed 7-0
Dry stack delayed
SUMMARY: The purpose of this agenda item is to update the Council on the results of the operational and financial feasibility study for the Marina's Dry Stack Storage Project and to seek Council direction regarding the future of this project.

- ✓ 2. Expanded Guest Moorage Consulting Engineer Agreement

passed 7-0
SUMMARY: The purpose of this agenda item is to inform the Council about the proposed scope of work and budget for the first phase of the Expanded Guest Moorage and Bulkhead Replacement project and to seek Council approval for an agreement with Moffatt & Nichol Engineers for providing engineering, design and permitting services for this project.

- ✓ 3. Council Retreat

Bob will pick
SUMMARY: The purpose of this item is to provide an opportunity for Councilmembers to discuss potential dates and agenda items for its 2004 retreat.

NEXT MEETING DATE

ADJOURNMENT

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES

December 4, 2003

The regular meeting of the Des Moines City Council was called to order at 7:04 p.m. by Mayor Steenrod in the Council Chambers, 21630 11th Avenue South, Suite B.

PLEDGE OF ALLEGIANCE to the Flag was led by Councilmember Sherman.

ROLL CALL - Present: Mayor Maggie Steenrod, Councilmembers Gary Petersen, Dan Sherman, Bob Sheckler, Scott Thomasson and Susan White (left at 8:55 p.m.). Absent: Mayor Pro Tem Richard Benjamin. Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, Interim Chief of Police Kevin Tucker, Assistant City Attorney Richard Brown, Park and Recreation Director Patrice Thorell, Finance Director Paula Henderson, Harbormaster Joe Dusenbury, and Deputy City Clerk Angela Chaufy.

MOTION was made by Councilmember Sherman, seconded by Councilmember Sheckler, and passed unanimously to excuse Mayor Pro Tem Benjamin from the meeting.

COMMENTS FROM THE PUBLIC

Rob Caudillo, 1806 South 233rd

As a member of the Human Services Advisory Committee, Mr. Caudillo thanked Council for their consideration of the human services update proposal. He explained that the recommendations of the committee were based upon the grant applications, the applicants' interviews, and various information gathered by the committee members. Mr. Caudillo said that the update would add clarification and set criteria for the decision making process. It would also allow the City to partner with other agencies. Mr. Caudillo urged Council to support the proposal.

Brenda Anders-Larson, 2115 South 250th, Kent

As a member of the Human Services Advisory Committee, Ms. Anders-Larson encouraged Council to create a Human Services position. She said that residents currently had no single point of contact for their needs. Ms. Anders-Larson said that the Human Services position would research human services grant opportunities for the City.

Marie Rosenberg, 22222 Dock Avenue South

Ms. Rosenberg said that she wished to dissuade Council from proceeding with the dry stack storage facility. She stated that Councilmember Thomasson and Mayor Steenrod had objected to the aesthetics of the facility as presented in the first drawings. Even though the bond issue was passed and the plans were in preparation, she believed dry stack storage was still a bad idea. Ms. Rosenberg said that Steve Henderson had presented Council with project related revenue and expenditure projections. She believed that the facility would interfere with the view of the surrounding residents. Ms. Rosenberg said that she hoped Council had seen the notes from the Fire Chief's meeting regarding roofs and the spread of fire. In closing, Ms. Rosenberg said that the dry stack storage was ill conceived and would be ugly and noisy.

Steve Henderson, 22220 Dock Avenue South

Mr. Henderson asked Council to consider whether the dry stack storage facility would be a good investment and whether it would be beneficial to the majority of the people. Staff at the Edmond's dry stack storage had told him that a minimum of 200 boats in storage was required in order for their facility to financially break even. He noted that the Des Moines Marina facility was proposed to house 63 boats. Mr. Henderson said that his analysis of the project indicated that, excluding the cost of the property, the project should pay for itself unless there were cost overruns, construction delays, or vacancies. He showed Council a picture of a forklift used for dry stack storage. Mr. Henderson said that the forklift would negatively impact the guest moorage as the guests would wake to the noise of the forklift.

BOARD AND COMMITTEE REPORTS

National League of Cities

Councilmember White announced that she would be attending the National League of Cities Conference next week. She hoped to participate in several economic development workshops.

Human Services Advisory Committee

Councilmember White thanked the members of the Human Services Advisory Committee for their hard work.

Emergency Preparedness

In light of the recent weather-related power outages, Councilmember Sherman asked the City Manager to provide a report regarding whether or not emergency shelters were opened in the Des Moines area.

PRESIDING OFFICERS REPORT

Traffic Control

Mayor Steenrod questioned why the police had not manually directed traffic at intersections with malfunctioning signals during the recent power outage. She said that the intersection at Kent-Des Moines Road/Pacific Highway South was particularly hazardous.

Interim Chief of Police Tucker explained that the current departmental policy was for the police to not manually direct traffic at intersections with malfunctioning signals. He noted that existing laws govern the behavior of drivers during such situations. Interim Chief Tucker mentioned that manning the intersections would be very staff intensive. Washington Cities Insurance Authority (WCIA) had identified officer safety and potential liability for an accident involving a motorist as key issues associated with a City sending its own police force to manually direct traffic at intersections experiencing traffic signal malfunctions.

Mayor Steenrod expressed concern for the safety of pedestrians and drivers. She felt that the liability risks of the city were second to the safety needs of the public. She displayed a picture of a Traffic Patrol Officer issuing tickets. She said that he should have been directing traffic rather than issuing citations. Mayor Steenrod asked administration to provide a report concerning why the City's policy was to not manually direct traffic at intersections with malfunctioning signals. She felt the policy should be reviewed.

Councilmember Thomasson said that citizens know that malfunctioning signaled intersections are to be treated as four-way stops. He asked staff to determine whether any other cities, besides

Federal Way, manually directed traffic in such situations. He acknowledged that having a police officer direct traffic was placing the officer at risk. Councilmember Thomasson that he was not as concerned about the issue but he was willing to revisit the policy.

Councilmember White said that citizens needed to use common sense and obey the laws during such situations.

Councilmember Sheckler stated his belief that the police department had set their priorities correctly as only five officers were on staff during the power outage.

Upon questioning, Interim Chief Tucker reported that no major accidents had occurred in the city from 7:00 a.m. to 6:00 p.m. To his knowledge, Federal Way was the only city with a policy to have police manually direct traffic at intersections. Copies of WCIA's recommendation would be distributed to Council.

ADMINISTRATION REPORT

Des Moines Historical Society

City Manager Piasecki informed Council that the Des Moines Historical Society had submitted a request for the City to increase its funding of the Des Moines Historical Society's rent by \$200 per month as their rent had been increased by that amount.

Highline Community College Improvements

City Manager Piasecki noted that the Public Works Director's memorandum regarding the construction of sidewalks on the north side of Highline Community College had been distributed to Council. He said that he, the Public Works Director, and the Assistant City Engineer would meet with representatives from the college to discuss the frontage improvements required by the City's Code. He would provide Council with a report of the meeting at the next Council meeting.

Des Moines Historical Society, Continued

In response to Councilmember Sheckler's questioning, Councilmember Sherman explained that the Des Moines Historical Society planned to work with the City next year to identify a new facility. The Historical Society was looking for the additional funding assistance for a one year period.

Council Retreat Dates

City Manager Piasecki asked Council to inform him of their preferred date for the Council retreat.

Redondo Improvements

City Manager Piasecki reported that King Council Councilmember Pete Von Reichbauer had secured \$20,000 for the construction of arbors at the Redondo Boat Launch.

Highline Community College Improvements, Continued

Councilmember Thomasson said that the City Code had been written with the intent of insuring that if City or school improvements were made, sidewalks would be built. He said that Highline Community College knew of this requirement in time to budget for the improvements.

Des Moines Historical Society, Continued

Councilmember Thomasson reminded staff to consider the zoning before siting the museum in certain areas.

2002 Audit Report

City Manager Piasecki informed Council that the City had received a 2002 Audit Report with no findings. The report recommended that the city establish a business recovery plan, cool the computer room separately, process payments for land purchases differently, and establish individual authority over petty cash funds.

CONSENT CALENDAR was read by Deputy City Clerk Chaufy.

1. Motion is to approve the minutes of November 20, 2003.

MOTION was made by Councilmember Thomasson, seconded by Councilmember White, and passed unanimously to approve the consent calendar as read.

ADMINISTRATION REPORT, CONTINUED

Emergency Preparedness

In regard to the day's high winds, Park and Recreation Director Thorell informed Council that the American Red Cross (ARC) had recommended that citizens stay home as much as possible. She explained that ARC had not opened any emergency shelters in the region as temperatures were not cold enough to be classified as an emergency situation. Park and Recreation Director Thorell said that no city facilities had met ARC's criteria for an emergency shelter. Emergency shelters were required to have storage for emergency equipment, a kitchen, adequate showers, restrooms, and sleeping facilities.

Councilmember Sherman said that he was most concerned with frail people, susceptible to cold, or medically reliant individuals.

Park and Recreation Director Thorell stated that a process was in place to insure that the needs of these individuals were met.

OLD BUSINESS

SEPA Appeal and Unclassified Use Permit Zenith Viewpointe

Mayor Steenrod announced that the public hearing had been closed.

Councilmember White recused herself.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Sheckler, and passed unanimously to take the item off the table in order to take action.

MOTION was made by Councilmember Thomasson and seconded by Councilmember Sherman to deny the appeal of the SEPA Official's mitigated determination of nonsignificance dated June 10, 2002 contingent upon the following conditions. The following conditions shall direct any future development on this site. Where there is a conflict between these conditions and the existing SEPA mitigation agreement, these conditions shall prevail. These conditions shall not

limit the SEPA Official from requiring additional study and more stringent mitigation if necessary.

1. The subject property shall be subject to all applicable impact fees at time of building permit submittal.
2. All street improvements shall be designed to a 40-foot cross section as required by City of Des Moines' adopted street standards; except the cross section width may be reduced to a 22-foot cross section upon approval of the Public Works Director.
3. The road grade shall be established by the Public Works Director to minimize impacts to the existing slope.
4. The Public Works Director retains the right to require a down stream conveyance study and associated improvements if required.
5. Item No. 8 in the SEPA mitigation agreement dated June 10, 2002 is site specific to this proposal, which has been denied; therefore this mitigation is hereby void.
6. Public Works and Parks and Recreation shall review the pedestrian walkway prior to the approval by Community Development.
7. Item No. 12 in the SEPA mitigation agreement dated June 10, 2002 is site specific to this proposal, which has been denied; therefore this mitigation is hereby void.
8. Item No. 13 in the SEPA mitigation agreement dated June 10, 2002 is site specific to this proposal, which has been denied; therefore this mitigation is hereby void.
9. Item No. 15 in the SEPA mitigation agreement dated June 10, 2002 is site specific to this proposal, which has been denied; therefore this mitigation is hereby void.

Upon questioning from Councilmember Sherman, City Attorney Marousek confirmed that the motion should be specific to the proposal and would not apply to any other proposal.

The maker and seconder of the motion agreed to **amend the second sentence of the motion** to read "The following conditions shall apply to this proposal and may apply to any future development on this site."

In response to Councilmember Sheckler's questioning, Community Development Director Kilgore confirmed she was comfortable with Item Nos. 8, 12, 13, and 15 of the SEPA mitigation agreement becoming void.

The maker and seconder of the motion agreed to **amend Item No. 2 of the motion** to "All street improvements shall be designed to a 40-foot right-of-way section as required by City of Des Moines adopted street standards; except the cross section width may be reduced to a 22-foot paved cross section upon approval of the Public Works Director."

The maker and seconder of the motion agreed to **amend Item No. 6 of the motion** to "Public Works and Parks and Recreation shall review and approve the pedestrian walkway prior to the approval by Community Development."

In regard to the second sentence of the motion, City Attorney Marousek advised Council that they cannot bind any future application. She suggested that the sentence be changed to "The following conditions shall direct any future development by this applicant on this site."

The maker and seconder of the **motion accepted this revised language.**

At 8:10 p.m., Mayor Steenrod declared a five minute break.

EXECUTIVE SESSION

At 8:15 p.m., Mayor Steenrod announced that Council would convene in executive session for approximately twenty minutes.

City Manager Piasecki explained that the purpose of the executive session was to discuss with legal counsel representing the City litigation or potential litigation to which the City was or was likely to become a party, and about which public knowledge regarding the discussion was likely to result in an adverse legal or financial consequence to the City.

At 8:30 p.m., City Manager Piasecki announced that the Council would remain in executive session for approximately another ten minutes.

At 8:47 p.m., Assistant City Manager Loch announced that Council would remain in executive session for approximately another five minutes.

No formal action was taken.

At 8:50 p.m., Council reconvened in open session.

At 8:55 p.m., Mayor Steenrod announced that Councilmember White had left the meeting due to illness.

MOTION was made by Councilmember Peterson, seconded by Councilmember Sherman, and passed unanimously to excuse Councilmember White from the remainder of the meeting.

OLD BUSINESS, CONTINUED

SEPA Appeal and Unclassified Use Permit Zenith Viewpointe, Continued

As the maker and seconder of the motion on the floor, Councilmember Thomasson and Councilmember Sherman **agreed to replace the second sentence of the motion** with the following language:

If the SEPA Official for any future proposal adopts this MDNS, the following conditions shall apply. Where there is a conflict between these conditions and the MDNS, these conditions shall apply.

The maker and seconder of the motion clarified that the intent of the motion was to direct administration to prepare a resolution to deny the appeal of the SEPA Official's mitigated determination as described.

City Manager Piasecki said that the requested draft resolutions would be presented to Council for approval during the third or fourth week of January.

ROLL CALL VOTE ON MOTION: Motion passed, 4 – 1, with Mayor Steenrod opposed.

Mount Rainier Pool Agreements

Park and Recreation Director Thorell said that the following agreements were being presented to Council for approval:

- A. Draft Pool Transfer Agreement between King County and Mount Rainier Pool Owners.
- B. Draft Interlocal Agreement by Mount Rainier Pool Committee and Pool Owners
- C. Draft Agreement Between Aquatics Management Group (AMG) and Pool Owners regarding Operation of the Mount Rainier Pool
- D. Draft Lease Assignment Agreement between King County, Highline School District and Pool Owners.

She noted that the “mothball” provision had been removed from all contracts. In regard to Draft Agreement C, expenditures remained unchanged while new details had been negotiated with AMG.

Councilmember Thomasson voiced concern that the ownership and funding agreements were for a three-year period while the goal was to keep the pool in operation for a longer period of time.

Assistant City Attorney Brown noted that Draft Agreement B included renewal option language.

Councilmember Thomasson asked that Item 7.1c of Draft Agreement A, be stricken as he was not interested in having the City pay for the YMCA pool.

Assistant City Attorney Brown identified the intent of the provision as, if a new pool service met the needs of the same residents, the agreement could be terminated.

Park and Recreation Director Thorell noted that the King County Council would conduct a public hearing regarding the issue on Monday while Normandy Park Council would review the proposed agreements on Tuesday.

As the drafting of the agreements had been a collaborative effort, Assistant City Attorney Brown stated his preference for leaving Item 7.1c unchanged. He said that the best efforts contingency provisions would adequately address Councilmember Thomasson’s concerns.

Councilmember Sherman stated, on the record, that Council’s intent and understanding of Item 7.1c was that, if the pool contributors withdrew funding because of the new pool, the Mount Rainier pool would no longer be funded and the City would be under no obligation to fund the YMCA pool.

Assistant City Attorney Brown confirmed that he would represent Council’s intention to the other parties.

MOTION was made by Mayor Steenrod and seconded by Councilmember Sherman to authorize the City Manager to sign the four agreements substantially in the form as presented.

Councilmember Sherman said that his second to the motion was given with the understanding of his clarification of Item 7.1c of Draft Agreement A.

In response to questioning, Park and Recreation Director Thorell said that AMG would hire its own staff and provide substantially similar programs as currently conducted by King County. Fees would be similar to present fees.

Councilmember Thomasson noted that Section 3.2 of Draft Agreement D stated that the Pool Owners shall convey the pool "in good condition" to the County while the pool owners were receiving it "as is".

Assistant City Attorney Brown informed Council that the Pool had recently been inspected. The resulting report indicated that the useful life of the pool was at its end due to deferred maintenance, failure to repair damages, and failure to remediate environmental hazards. Among other problems, the report identified the following concerns:

- Significant damage sustained from the February 28, 2001 earthquake.
- None of the repairs identified by the September 1, 2002 inspection and review report done by Kevin M. Johnston have been completed by the County.
- Underground diesel tank is probably out of compliance with Department of Ecology and federal environmental regulations.
- A functioning drain for pool has not been identified.
- Significant electrical problems exist.

City Manager Piasecki noted that the Transfer Agreement stated that the County would be responsible for any environmental findings. He would send a letter to the County detailing the pool's current condition. If repairs were necessary but no money was available, the pool could revert back to the County.

Assistant City Attorney Brown said that the letter would acknowledge that the Pool Owners were taking the pool "as is" and best effort contingency problems could prevent the owners from continuing to operate the pool. He agreed that Section 3.2 of Draft Agreement D should be changed from "good condition" to "as is". He reiterated that environmental conditions, which were currently in violation of laws, were the County's responsibility.

Park and Recreation Director Thorell confirmed that the City would continue to research whether the underground diesel tank was out of compliance.

Councilmember Sheckler noted that there were a myriad of problems that could trigger the closure of the pool.

MOTION was made by Councilmember Sherman, seconded by Councilmember Sheckler, and passed unanimously to amend Section 3.2 of Draft Agreement D from "good" to "as is".

MOTION was made by Councilmember Sherman to clarify on Page 4 of Draft Agreement A that the City was not expected to fund the YMCA pool in lieu of funding the Mount Rainier Pool.

City Attorney Marousek explained that the City would submit a letter clarifying its intent of Section 7 of Draft Agreement A. She voiced concern with trying to re-negotiate the language at this point and felt that, as the intention had been clarified on the record, the letter was sufficient.

Motion died for lack of a second.

MOTION as made by Councilmember Sherman and seconded by Councilmember Thomasson to direct staff to proceed with sending a clarifying letter explaining Council's intent as discussed.

Councilmember Sherman suggested that the main motion be revised to direct staff to finalize Draft Agreements A, B, C, and D, as amended, and to authorize the City Manager to sign the agreements and to convey a letter clarifying that the City had no intention of funding the YMCA pool.

Mayor Steenrod accepted Councilmember Sherman's language as a **friendly amendment**.

As the seconder of the original motion, Councilmember Sherman agreed.

At 9:45 p.m., Mayor Steenrod declared a two-minute break.

As the revised motion incorporated his proposed amendment, Councilmember Sherman withdrew his amending motion.

Councilmember Thomasson withdrew his second.

As the language regarding the ninety day clause in the County Transfer Agreement was not consistent with the language contained in the Assignment Agreement, Councilmember Thomasson asked that the City Manager clarify in the letter that the City's intention was to have only one ninety-day period.

City Manager Piasecki agreed.

Mayor Steenrod asked that a paragraph clarifying Council's position that they were trying to keep the pool open with a limited budget also be included in the letter.

VOTE ON MAIN MOTION: Motion passed unanimously.

Years 2004 – 2009 Capital Improvement Plan

Finance Director Henderson introduced the 2004 – 2009 Marina Capital Improvement Plan. She noted that the project funding requests included \$2,910,114 in Improvements and \$332,628 in Debt Service.

Harbormaster Dusenbury briefly highlighted the following project funding requests and their status:

- Dry Stack Storage
- Guest Moorage Phase I
- New Decking & Fire Suppression for H to N Docks
- North Seawall & Sidewalk
- Guest Moorage Phase II
- Commercial Building
- Power Distribution System
- Seawall Replacement N to I and H to A

In response to Councilmember Thomasson's questioning, Harbormaster Dusenbury explained that if the funding for the guest moorage project did not become available, staff would recommend that Council re-prioritize the projects.

City Manager Piasecki suggested that Council accept the Marina Capital Fund, as identified by Attachment M-1, with the understanding that, if not enough grant money was received, Council would need to re-prioritize the projects.

Councilmember Thomasson stated that the dry stack storage design previously presented to Council was unsatisfactory to him as it did not fit with the neighborhood. He said that Council would need to discuss appropriate types of businesses for the commercial building and whether the City would run the businesses or lease them out. Councilmember Thomasson said he would not approve any expenditures for the boat yard repair until the leases for the existing restaurant and boat yard were re-negotiated.

City Manager Piasecki noted that all projects proposed for the Marina Capital Improvement Plan would require Council's approval prior to the expending of funds as the projects exceeded his approval authority.

Upon Councilmember Sheckler's request, Councilmember Thomasson clarified that his objection to the dry stack storage was not philosophical but that he was unwilling to support its current design. He felt it would be better to not have a boat storage facility than a bad one. Councilmember Thomasson stated his preference to not budget for the facility until Council had determined whether they wanted the dry stack storage.

Harbormaster Dusenbury explained that the bond schedule assumed the additional revenue from the dry stack storage to cover the 2005 and 2006 bond obligations.

Finance Director Henderson informed Council that bond proceeds could be used for any marina improvement.

Councilmember Thomasson said that the marina rate study would need to consider the cost of the bonds.

Councilmember Sheckler informed Council that he had visited the Edmonds' dry stack storage facility. The Edmonds' harbormaster had said that 200 dry stack boats were required for the facility to break even. He questioned whether the Edmonds' facility was a good comparison to the facility proposed for Des Moines as their dry stack storage was handled as a separate operation from the marina. He asked what the required capacity level of the Des Moines' dry stack storage facility would be in order for the facility to pay for itself.

In regard to dry stack storage demand, Harbormaster Dusenbury explained that, without any advertising, thirty people had already submitted their deposits to reserve slips in the facility. He noted that for the last two years, there had been a significant demand for the storage for small boats during the peak season. During the off-season however, these boats seem to be stored elsewhere. Based upon this emerging trend, Harbormaster Dusenbury stated his belief that the dry stack storage would eventually primarily house 32-foot boats. The proposed facility would hold fifty boats of this size. Harbormaster Dusenbury estimated the net revenues of the dry stack

storage facility to be \$20-30,000 per year. He confirmed that a forklift that muffled noise could be purchased for the Marina. Harbormaster Dusenbury anticipated little use of the forklift during the off-season. Architectural drawings of the proposed dry stack storage structure would be available for the next Council meeting.

Councilmember Sheckler said that the facility's aesthetics were important to him.

In regard to the new decking and fire suppression system project for H to N docks, Harbormaster Dusenbury explained that staff had combined the projects as the decking would need to be removed for the installation of the fire suppression system. Staff was currently exploring the possibility of using a different fire suppression system which would not require the removal of the decking. If the new system appeared to meet the needs of the marina, it would be presented to Council for approval and installation sooner than the presented schedule indicated. Harbormaster Dusenbury said that staff was working with the Fire Department on a Fire Prevention Plan. The commercial building was to replace facilities lost and augment services.

Mayor Steenrod said that it might be better for the City to lease the ground and have a private party develop a commercial use. Mayor Steenrod felt that it was okay to leave the dry stack storage project in the CIP with the caveat that financial feasibility and aesthetics were important.

December 11, 2003 Council Meeting

In light of the issues Council must adopt prior to the end of the year, Mayor Steenrod said that all issues that were not budget related should be moved off the December 11, 2003 Council meeting agenda.

Council agreed to start the December 11, 2003 Council meeting at 6:30 p.m.

Mayor Steenrod requested a five-year forecast of the impacts of one-time dollars on the proposed budget.

NEXT MEETING DATE – Regular Meeting, December 11, 2003; 6:30 p.m.

ADJOURNMENT

At 10:30 p.m., the meeting expired.

Respectfully submitted,

Angela M. Chaufy
Deputy City Clerk

ACTION ITEMS FROM NOVEMBER 20, 2003 MEETING

- Schedule an opportunity for Council to revisit the Police department's policy concerning manually directing traffic at intersections when traffic
- Inform Council of the results of the meeting with Highline Community College regarding frontage improvements.
- Submit a letter to King County clarifying the City's intents as identified through Council discussion.
- Prepare a five-year forecast of the impacts of one-time dollars on the proposed budget.

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES

December 11, 2003

The regular meeting of the Des Moines City Council was called to order at 6:35 p.m. by Mayor Steenrod in the Council Chambers, 21630 11th Avenue South, Suite B.

PLEDGE OF ALLEGIANCE to the Flag was led by Councilmember Sheckler.

ROLL CALL - Present: Mayor Maggie Steenrod, Mayor Pro Tem Richard Benjamin, Councilmembers Gary Petersen, Dan Sherman, Bob Sheckler, and Scott Thomasson. Absent: Councilmember Susan White. Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, Finance Director Paula Henderson, Community Development Director Judith Kilgore, Interim Chief of Police Kevin Tucker, Public Works Director Tim Heydon, Park and Recreation Director Patrice Thorell, and Deputy City Clerk Angela Chaufy.

MOTION was made by Councilmember Sherman, seconded by Councilmember Petersen, and passed unanimously to excuse Councilmember White from the meeting.

CORRESPONDENCE

Letter to Mic Dinsmore, Executive Director of the Port of Seattle

City Manager Piasecki said that a copy of his letter to Mic Dinsmore, Executive Director of the Port of Seattle regarding the development of the Port buyout area in Des Moines had been distributed to Council.

AGENDA REVISION

Due to the early start of the meeting, Mayor Steenrod announced that Comments from the Public, Board and Committee Reports and Administration Reports would be postponed until 7:30 p.m.

CONSENT CALENDAR was read by Deputy City Clerk Chaufy.

1. Motion is to approve the special and regular meeting minutes of November 20, 2003.
 2. Findings: Vouchers 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.
2. Motion: As of this date the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the above list and further described as follows:
 - Claim checks #91770 through #92119 & electronic fund transfers in the total amount of \$3,615,073.43
 - Payroll fund transfers in the total amount of \$707,865.05
3. Motion is to authorize the City Manager to approve all vouchers for payment of the following claims during the period of December 5, 2003 through December 18, 2003:
 - a. All vouchers for payment of payroll checks, including Marina payroll, and

- b. All vouchers for payment of claims and Marina checks, provided that all vouchers and checks approved by the City Manager in accordance with this motion shall be presented at the January 8, 2004 Council meeting.
4. Motion is to authorize the City Manager to sign the agreement with the Washington State Department of Community, Trade and Economic Development for the \$30,000 Growth Management Grant. The agreement shall be substantially in a form as approved by the City Attorney.
5. Motion is to approve the Interlocal Agreement with King County for I-Net Services and to direct the City Manager to sign the Interlocal Agreement with King County substantially in the form as submitted.
6. Motion is to authorize the purchase of an additional 450 square feet of property at 22200 Pacific Highway South from Mr. and Mrs. Kon Hwang in the amount of \$9,405 and further to authorize the Finance Department to issue payment.

In regard to Item No. 4, Assistant City Manager Loch explained that the project funded by the grant must comply with the Growth Management Act and must relate to future planning goals.

MOTION was made by Councilmember Sheckler, seconded by Councilmember Thomasson, and passed unanimously to approve the consent calendar as read.

NEW BUSINESS

Draft Ordinance No. 03-324 [Assigned Ord. No. 1331] – Adoption of 2003 Budget Amendments

Finance Director Henderson informed Council that the proposed 2003 Budget Amendments reflected routine housekeeping adjustments resulting from unanticipated revenues and expenditures that were unknown at the time the budget was adopted. Adoption of the budget amendments was required to insure expenditures do not exceed legal authorized appropriations. She briefly described the following proposed budget amendments:

- Facility Repair & Replacement Fund: \$4,200
- Police Drug Seizure Fund: \$19,625
- Grant Control Fund: \$80,000
- 1995 GO Bond – Police Facility: \$100
- Local Improvement District Fund: \$10,300
- 1997 GO Bond – City Hall Remodel: \$200
- 1998 GO Bond – Park Land Acquisition: \$300
- Debt Service Fund: \$3,000
- Marina Revenue Fund: \$50,000
- Marina Repair & Replacement Fund: \$3,100
- Equipment Rental Operations Fund: \$55,000
- Equipment Replacement Fund: \$35,000

Finance Director Henderson proposed the closure of the following funds as the related debt service had been paid in full:

- 1978 GO Bond – Police Station: \$4,000
- 1987 GO Bond – Library/Park: \$43,700
- 1992 GO Bond – Downtown Improvement: \$1,200

MOTION was made by Councilmember Sheckler and seconded by Councilmember Thomasson to suspend Council Rule 26(b) to consider Draft Ordinance No. 03-324 on the first reading.

VOTE ON MOTION: Motion passed, 4 – 2, with Mayor Pro Tem Benjamin and Councilmember Petersen opposed.

MOTION was made by Councilmember Sheckler and seconded by Councilmember Thomasson to adopt Draft Ordinance No. 03-324 relating to municipal finance, amending the 2003 budget adopted in Ordinance No. 1314.

Deputy City Clerk Chaufy read the title of the proposed ordinance into the record.

City Attorney Marousek informed Council that the proposed ordinance required a supermajority vote.

Mayor Pro Tem Benjamin said that he would not support the motion as he did not have sufficient time to review the materials.

Upon questioning, Finance Director Henderson said that, if the City's expenditures exceeded its appropriations, the City could receive an audit finding. An audit finding could affect the City's bond rating. Finance Director Henderson noted that Council had approved a \$37,800,000 budget for 2003. The adjustments would bring the budget to \$38,600,000.

Mayor Steenrod asked staff to identify the recordkeeping items and the true expenditures.

In response, City Manager Piasecki explained that the City had received offsetting revenue for all of the items except for the adjustments required for the Facility Repair & Replacement Fund, Debt Service Fund, and Marina Repair & Replacement Fund.

VOTE ON MOTION: Motion passed, 5 – 1, with Mayor Pro Tem Benjamin opposed.

OLD BUSINESS

2004 Budget – Policy Issues

Finance Director Henderson asked Council to provide direction regarding the following budget policy issues:

- Funding Unmet Needs
- Change in General Fund Indirect Assessments to Proprietary Funds
- Fund Patrol Vehicles by Equipment Replacement Assessments
- Change in Revenue Stabilization Fund Reserve Requirements
- Airport Defense Funding
- Mount Rainier Pool Continued Operations
- Des Moines Historical Society Rental Increase
- Changes to Capital Improvement Plans

She projected the following ending fund balances for the General and Street Funds:

2003: \$1,566,380

2004: \$1,877,701
2005: \$1,480,408
2006: -\$1,135,366

Finance Director Henderson informed Council that the Community Development Director anticipated an additional \$2,000,000 in building permits for 2006 that was not included in the 2006 ending fund balance projection.

City Manager Piasecki said that one-time revenues could cover the budget's structural expenditures through 2006.

Finance Director Henderson briefly reviewed the following 2004 Unmet Needs prioritized and recommended for approval by the City Manager:

1. Limited Term Building Inspector
2. Limited Term Permit Technician
3. Limited Term Economic Development Coordinator
4. Replacement of Six Patrol Vehicles
5. Various Traffic Safety Equipment and Monitoring Systems and AutoCAD Upgrade
6. Park Maintenance Worker
7. Zoning Code Rewrite
8. Court Video Conferencing
9. GASB 34 Fixed Assets Assistance
10. Upgrade Permit Technician to Coordinator
11. Emergency Management Consultant
12. Six Video Cameras for Police
13. Part-time Human Services Specialist
14. Street Lights Installation
15. Miscellaneous Street System Repair
16. Used forklift (1/3 SWM; 1/3 Park & 1/3 Streets)
23. Transport Trailer (Parks)

Finance Director Henderson said that the proposed 2004 base budget was identical to the 2003 budget except for an increase in salaries and benefits and a decrease in supply expenditures.

Mayor Pro Tem Benjamin said that rewriting the zoning code was one of the most important actions Council could take to support economic development. He spoke against the hiring of an Economic Development Coordinator as there were existing organizations the City could work with to encourage development. Mayor Pro Tem Benjamin recognized that new construction would bring several millions of dollars into the City within the next few years. He said that the permit fees should reflect true costs and the money should be allocated to the departments issuing the permits. The permit fees should not be considered a profit venture to subsidize the general fund. Mayor Pro Tem Benjamin stated that the City should take the necessary cuts to fund the budget as it stands and not subsidize it through one-time money. He noted that the proposed Building Inspector and Permit Technician positions would eventually need to be cut.

Councilmember Sherman said that Council needed to form a general policy for long term budget planning. He suggested that Council discuss this topic at their retreat.

Councilmember Thomasson voiced agreement with Mayor Pro Tem Benjamin's comments. He said that the City was living beyond its means through building permit fees. Councilmember Thomasson said that the cost of the building permits should equal the fee for service. Rather than have the Community Development Director involved in development projects, he suggested that the City hire another Development Services Manager or Engineer to meet the increased demand. Councilmember Thomasson questioned when the limited term positions would expire. He said there should be a relationship between the number of development staff and the level of building activity. Councilmember Thomasson said that the City needed to live on ongoing revenue and properly fund one-time financed services. He said that the police vehicles should be returned to the base budget as they were not unmet needs but essential items.

In regard to hiring additional staff, Mayor Steenrod questioned whether it would be better for the City to contract for services. If not, she said that Council should clearly identify the length of the limited term. Mayor Steenrod spoke against the hiring of an Economic Development Coordinator as she believed it was the businesses job to develop the economy and the City's job to allow it to happen. She felt that the rewrite of the zoning code was essential. Mayor Steenrod questioned whether the Washington State Department of Community, Trade and Economic Development grant could be used for this purpose.

Councilmember Thomasson said that he was not comfortable hiring a consultant who was not familiar with the City to rewrite the zoning code. He believed that the Community Development Director should rewrite the code rather than deal with development issues. Councilmember Thomasson said that Council had not reached a consensus regarding the need for a modernization or change of the code. He said that application of the zoning code could be the problem.

Mayor Steenrod said that the zoning code contained contradictory sections that needed to be fixed. She asked that, next year, Council review the proposed base budget before discussing unmet needs.

At 7:35 p.m., Mayor Steenrod declared a five-minute recess.

Mayor Steenrod announced that discussion of this topic would continue after Comments from the Public, Board and Committee Reports, and Administration Report.

COMMENTS FROM THE PUBLIC

Bob Pond, 23116 30th Avenue South

Mr. Pond urged Council to ban fireworks. He said that the fireworks' risk to people and buildings was great. Mr. Pond told Council that many illegal fireworks were being used.

BOARD AND COMMITTEE REPORTS

Port of Seattle Meeting

Councilmember Sheckler reported that he, the City Manager, and the Community Development Director had met with the Port of Seattle's Executive Director and Director of Real Estate to discuss the Port of Seattle's buyout area located on South 216th Street. Councilmember Sheckler was encouraged by the spirit of cooperation as both parties acknowledged that it was in their best interest to redevelop the property.

Comments from the Public – Bob Pond

Councilmember Sherman noted that Council was scheduled to discuss the fireworks issue at their first meeting in January 2004.

PRESIDING OFFICER'S REPORT

Economic Conditions

Mayor Steenrod cited many statistics regarding the current economic condition of South King County residents. She urged Council to consider the impact to the individual as they discuss the budget.

ADMINISTRATION REPORT

Chief of Police Roger Baker

City Manager Piasecki announced that Chief of Police Baker would begin employment with the City on January 5, 2004. His swearing in ceremony would be conducted January 7, 2004.

Highline Community College Improvements

City Manager Piasecki informed Council that he had met with Highline Community College representatives to discuss the City's code requirements as they relate to the College's sidewalk project. The college was asked to provide reasons why the curb, gutter, and sidewalk improvements should not be required. A pedestrian count was also requested. Contractors were scheduled to begin the project in Spring 2004.

Transportation Improvement Board Vacancy

City Manager Piasecki announced that there was a vacancy for an elected position on the Transportation Improvement Board. If any Councilmember was interested in serving in this capacity, let him or the Public Works Director know.

Chamber of Commerce 2004 Waterland Festival

City Manager Piasecki reported that Waterland Chairperson Brenda Anders-Larson, on behalf of the Chamber of Commerce, had submitted a request to conduct the 2004 Waterland Festival.

Federal Way Annexation Effort

City Manager Piasecki informed Council that Federal Way had initiated the annexation of the area known as the Triangle Area, including the Applewood area. The annexation would be processed through the election method and would be presented to the voters in November 2004.

OLD BUSINESS, CONTINUED

Preliminary 2004 Budget – Policy Issues, Continued

Councilmember Thomasson said that he supported the hiring of a limited term Building Inspector and Permit Technician as long as an exit strategy was identified. He said that additional Public Works staff should also be hired to address the increased development needs.

Due to supervision issues, Community Development Director Kilgore stated her preference for hiring an employee rather than contracting for services for these positions. She suggested that

the employment terms be terminated when the building revenues decreased to a certain level or when a certificate of occupancy had been issued for specific projects.

MOTION was made by Councilmember Sherman and seconded by Councilmember Thomasson to proceed with Unmet Needs Item Nos. 1 and 2 (limited term Building Inspector and Permit Technician) as outlined.

Council briefly discussed options to regulate the terms of these positions.

The maker and seconder of the motion accepted limiting the positions' terms to two years **as a friendly amendment**.

City Manager Piasecki informed Council that the identified development projects were funded and construction was projected to occur through Spring, 2006.

Mayor Steenrod asked that the positions be tracked separately and not rolled into the department.

VOTE ON MOTION: Motion passed unanimously.

MOTION was made by Councilmember Thomasson to add an additional limited term FTE to the Public Works department to support development at a cost of approximately \$70,000 per year.

Motion died for lack of a second.

Councilmember Sherman spoke in support of the limited term Economic Development Coordinator position. He said that the coordinator could actively seek businesses that would bring revenue to the City.

MOTION was made by Councilmember Sherman and seconded by Councilmember Sheckler to accept Unmet Need Item No. 3 (limited term Economic Development Coordinator) for a two-year limited term.

Mayor Pro Tem Benjamin said that he was not opposed to the position but believed it was premature to hire anyone until the zoning code had been rewritten. He urged Council to postpone hiring the Economic Development Coordinator until that time.

Councilmember Thomasson said that he was not prepared to support the motion as Council had not yet identified an economic development plan. He said that he could support allocating \$10-20,000 for a consultant to clarify a program for the City.

VOTE ON MOTION: Motion failed, 3 – 3, with Mayor Steenrod, Mayor Pro Tem Benjamin, and Councilmember Thomasson opposed.

MOTION was made by Councilmember Thomasson and second by Councilmember Sherman to allocate \$20,000 for a consultant to develop an economic development plan.

If Council wished to have a consultant develop an economic development plan, Community Development Director Kilgore urged Council to require a strategic plan with clear deliverables rather than an outline with policy issues.

The maker and seconder of the motion accepted increasing the dollar amount to \$25,000 as a **friendly amendment**.

Community Development Director Kilgore said that \$25,000 should provide Council with a 30 to 40 page report which identified the market and provided direction to focus the efforts.

Mayor Pro Tem Benjamin spoke against the motion. He suggested that Council evaluate the existing Pacific Ridge Plan and develop an economic plan during their retreat.

Councilmember Sherman said that an expert could provide market experience for the project.

Mayor Steenrod suggested that the contractor be hired after Council's retreat so that a specific focus area could be identified.

VOTE ON MOTION: Motion passed unanimously.

MOTION was made by Mayor Steenrod and seconded by Mayor Pro Tem Benjamin to include \$50,000 in the budget for the rewriting of the zoning code to address sections that were contradictory or in need of updating.

Councilmember Thomasson said that he would support the hiring of an additional planner to allow the Community Development Director time to re-write the code but he would not support the hiring of an outside consultant to do the project.

Community Development Director Kilgore suggested that she work with Council on policy issues. Then, a consultant could be hired to develop proper code language. The resulting document would be presented to Council for adoption.

Councilmember Sheckler asked for specific information indicating that the zoning code was a factor contributing to the City's lack of economic development.

Mayor Steenrod said that the current code was not conducive to developers. For example, it would be difficult for her to modify her business under the current code.

Councilmember Thomasson noted that the building, electrical, and plumbing codes were set by the State rather than by the City.

At 8:45 p.m., Mayor Steenrod declared a two-minute break.

Based upon his experience, Councilmember Sherman said that he was not in support of the motion.

Community Development Director Kilgore said that some definitions in the zoning code had not been reviewed since 1964. She encouraged Council to look at the zoning code comprehensively.

Councilmember Thomasson said that he was willing to deal with the issue at a policy level but he strongly opposed hiring an outsider to re-write the code.

City Manager Piasecki suggested that Council and staff discuss the zoning code at the retreat. Council could then consider hiring a consultant. Without additional assistance, staff would not have time to do the project.

VOTE ON MOTION: Motion failed, 3 – 3, with Councilmembers Sherman, Sheckler, and Thomasson opposed.

Councilmember Thomasson said that he was comfortable with Council dealing with the zoning code issue at the retreat and then making a decision regarding the consultant.

MOTION as made by Councilmember Sheckler and seconded by Councilmember Thomasson to approve Unmet Need No. 4 (replacement of six patrol vehicles).

Upon request, City Manager Piasecki clarified that six vehicles were proposed for replacement. Three would be funded through a salary savings since one officer is on military leave through 2004, one would be funded through insurance proceeds, and the other two vehicles would be funded through one-time money. He explained the staffing of the police department.

Councilmember Thomasson said that the vehicles should have been included in the base budget. He felt that the salary savings should not be used to justify the purchase of police vehicles. If the position could be left vacant for one and one half years, he questioned whether the position was necessary. Councilmember Thomasson stated his preference for staggering the replacement of police vehicles.

Finance Director Henderson confirmed that a staggered replacement and funding plan had been developed.

Interim Chief of Police Tucker explained that, due to the expense and time required to train a new officer, he felt it most prudent to leave the position vacant until the officer returned from military duty.

City Manager Piasecki said that money to fund future replacements would be placed in the base budget.

Upon questioning from Mayor Steenrod, Interim Chief Tucker said that all police officers wrote traffic citations. In response to Councilmember Thomasson's questioning, Interim Chief Tucker confirmed that the City would not pay overtime to cover the vacant position.

VOTE ON MOTION: Motion passed unanimously.

At 9:15 p.m., Mayor Steenrod declared a ten-minute break.

Mayor Steenrod suggested that the traffic unit be eliminated and the existing traffic officers be returned to patrol duty. She voiced concern that the purpose of the traffic unit was revenue rather than safety.

Councilmember Petersen said that motorcycles often proved to be advantageous when an officer was responding to a service call.

Councilmember Thomasson related the history of the traffic unit. He said that the unit was not created to be a revenue source. The traffic unit was tracked separately from the rest of the Police budget to insure that it paid for itself.

Interim Chief Tucker voiced his support for maintaining the traffic unit. He encouraged Council to absorb the traffic unit into the police budget.

Councilmember Sheckler agreed that the traffic unit should continue operating.

Mayor Steenrod reiterated that all officers should be concerned about traffic and issue traffic citations. She felt that, if Council had determined that the traffic unit works, it should be incorporated into the police budget.

Councilmember Thomasson suggested that the traffic unit remain a separate line item in the budget for now. The new Chief of Police could then look at the issue and make a recommendation to Council.

In regard to additional engineering staff, City Manager Piasecki informed Council that the Public Works Department would like to hire a Civil Engineer I to address the transportation needs of the pending development projects. He informed Council that staff was reviewing the policies regarding computer software replacement. The issue would be presented to Council next year.

MOTION was made by Councilmember Sheckler and seconded by Councilmember Petersen to fund \$50,448 for various engineering traffic safety equipment, monitoring systems, and AutoCAD upgrade.

Public Works Director Heydon briefly described the requested equipment. He noted that the traffic counter had been removed from the funding request.

Mayor Steenrod suggested that the AutoCAD software be funded through a different line item.

Councilmember Thomasson acknowledged that the equipment would be useful but staff would have no time to use it as they would be reviewing developments.

Public Works Director Heydon explained that the new equipment would allow staff to perform more efficient design work for traffic calming projects and driveway alignments.

Councilmember Thomasson noted that the replacement costs for the proposed equipment should be identified as an on-going cost.

VOTE ON MOTION: Motion failed, 3 – 3, with Mayor Steenrod, Mayor Pro Tem Benjamin, and Councilmember Sherman opposed.

City Manager Piasecki informed Council that a Civil Engineer I employee would cost approximately \$80,000 per year.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Sheckler, and passed unanimously to approve Unmet Need Item No. 6 (1 FTE Park Maintenance Worker).

In regard to the court video conferencing equipment, City Manager Piasecki proposed that the project be included in the Council Chamber upgrade project. The transfer to the MCI fund would increase by \$20,000 to cover the project.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Sherman, and passed unanimously to approve Item No. 8 (Court Video Conferencing).

Finance Director Henderson informed Council that the GASB 34 Fixed Assets Assistance would require a part-time person to identify the city's infrastructure. The Governmental Accounting Standards Board mandated the project.

MOTION was made by Councilmember Sherman and seconded by Councilmember Thomasson to approve Unmet Need Item No. 9 (GASB 34 Fixed Assets Assistance).

Without the position, Finance Director Henderson said that staff would be required to work more overtime in order to bring the City into compliance.

VOTE ON MOTION: Motion passed unanimously.

In regard to Unmet Need Item No. 10 (Upgrade Permit Technician to Permit Coordinator), Councilmember Thomasson noted that the City Manager had authority to reclassify a position. He suggested that the City Manager handle this issue internally.

The City Manager explained that additional dollars must be added to the budget in order to reclassify the position.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Sheckler and passed unanimously to approve Unmet Need Item No. 10.

MOTION was made by Councilmember Sheckler and seconded by Councilmember Sherman to approve Unmet Need Item No. 11 (Emergency Management Consultant).

Councilmember Sherman said that this was an essential service. He asked that the course of action for ordinary citizens be identified in the emergency management plan.

Councilmember Thomasson questioned whether federal grant money was available for the project. He asked whether Council would participate in the development of emergency management policies.

Interim Chief of Police Tucker explained that the emergency management plan would address each department. The plan would be presented to Council.

City Manager confirmed that staff would apply for any available grants for this project.

Mayor Steenrod stressed the importance of updating the plan in a timely manner.

City Manager Piasecki confirmed that the City was working to develop a disaster recovery plan.

Councilmember Sherman suggested that the City's website contain links to other sites that would help citizens prepare for emergency situations.

VOTE ON MOTION: Motion passed unanimously.

Interim Chief Tucker informed Council that six patrol cars were currently equipped with video cameras. The equipment recorded whenever the light bars were activated.

City Manager Piasecki said that ongoing costs for the replacement of the units would be included in the budget.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Petersen, and passed unanimously to approve Unmet Need No. 12 (six video cameras for police vehicles).

MOTION was made by Councilmember Sherman and seconded by Councilmember Sheckler to continue discussion of 2004 Budget policy issues to a special meeting on December 22, 2003 and to reserve December 23, 2003 in case additional time was needed.

Councilmember Sherman said that he preferred for all Councilmembers to participate in the budget discussions as it was a major issue.

In order to save time, Councilmember Thomasson said that Council could address the first year costs of the proposed Capital Improvement Plan immediately but delay discussion of the later years.

VOTE ON MOTION: Motion passed unanimously.

NEXT MEETING DATE – Regular Meeting, December 18, 2003 *[Editor's Note: The December 18, 2003 was subsequently canceled. The next special meeting of the Council was called for December 22, 2003 at 6:00 p.m.]*

ADJOURNMENT

At 10:29 p.m., **motion** was made by Mayor Pro Tem Benjamin, seconded by Councilmember Petersen, and passed unanimously to adjourn the meeting.

Respectfully submitted,

Angela M. Chaufy
Deputy City Clerk

ACTION ITEM FROM DECEMBER 11, 2003 MEETING

- Update proposed 2004 budget as directed.

A G E N D A I T E M

SUBJECT: Amendment to the 2004 budget
for Des Moines Historical Society

ATTACHMENTS:

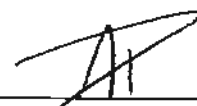
1. Excerpt from December 4, 2003
City Council meeting
2. Letter from Des Moines Historical Society

AGENDA OF: January 8, 2004

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: December 31, 2003

CLEARANCES:

[X] Administration: 

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to allow Council action on the request made by the Des Moines Historical Society for the City to increase its 2004 allocation by \$2,400.00 to pay for a \$200.00 per month building rental increase.

Suggested Motion: "I move to approve a budget increase of \$2,400.00 to the All City Buildings-Building Rental Budget in 2004."

Background:

City Manager Piasecki received a letter from the Des Moines Historical Society requesting the City increase funding to the Des Moines Historical Society by \$200.00 per month as their rent had been increased by that amount for 2004.

The City Manager recommends that the increased funding be approved by City Council for inclusion into the 2004 budget.

Discussion:

The City of Des Moines provides annual support to the Des Moines Historical Society by paying rent and utilities at the museum located at the Odd Fellows Hall. The Des Moines Historical Society, staffed by volunteers has written grants and received funding from King County to make building updates and to improve the museum's historical documentation.

At the December 4, 2003 City Council meeting the City Manager informed the Council of the request made by the Des Moines Historical Society to increase funding support due to an unexpected \$200.00 per month rent increase. It was the Manager's intent to include the request for discussion during the 2004 budget review.

Alternatives:

None recommended.

Financial Impacts:

Funding increase is \$2,400.00 to General Fund Budget in 2004.

Concurrence:

City Administration and the Parks, Recreation and Senior Services Department recommend the proposed budget increase due to the public benefit provided by the Des Moines Historical Society's services to the Des Moines community.

**EXCERPT
DES MOINES CITY COUNCIL MINUTES
December 4, 2003**

ADMINISTRATION REPORT

Des Moines Historical Society

City Manager Piasecki informed Council that the Des Moines Historical Society had submitted a request for the City to increase its funding of the Des Moines Historical Society's rent by \$200 per month as their rent had been increased by that amount.

DES MOINES

HISTORICAL SOCIETY



November 25, 2003

Des Moines City Council
c/o City Manager Tony Piasecki
21630 11th Avenue South
Des Moines, WA 98198

RE: 2004 Budget

Dear Councilmembers:

For over a decade the City of Des Moines has provided invaluable support for the Des Moines Historical Society and its Museum by funding its rent and utilities. Our landlord, Des Moines Odd Fellows Lodge No. 305, notified us that they are increasing our rent by \$200 per month starting in January 2004. The Society hereby requests that the Des Moines City Council expand their support in 2004 to cover this rent increase.

In a separate letter to follow, I will propose better defining the relationship between the City and the Des Moines Historical Society.

If you have any questions about the above, you may call my home phone (206-243-2928).

Sincerely,

Richard Kennedy
President

AGENDA ITEM

SUBJECT:

Taco Time - Statutory Warranty Deed

ATTACHMENTS:

1. Draft Statutory Warranty Deed
2. Alternative Draft Native Growth Protection Easement
3. Site Plan and Vicinity Map

AGENDA OF: January 8, 2004

DEPT OF ORIGIN: Community Dev

DATE SUBMITTED: January 2, 2004

CLEARANCES:

☒ COMM DEV *OK*

☒ LEGAL *LAH*

☒ PUBLIC WORKS *[Signature]*

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL *CTR for TCO*

PURPOSE AND RECOMMENDATION:

The attached statutory warranty deed would transfer 3,700 square feet of land adjacent to Massey Creek to the City of Des Moines. A motion consistent with the staff recommendation is provided below:

Motion 1:

"I move to accept the statutory warranty deed that would transfer 3,700 square feet of creek side property to the City of Des Moines.

BACKGROUND:

Last spring Taco Time's construction manager met with the City's Development Services Division to discuss a commercial addition of 400 square feet to its restaurant located at the corner of Marine View Drive South and Kent-Des Moines Road. Taco Time's southern property line abuts Massey Creek and the entire property is located within the creek's 100-year flood plain.

Massey Creek is a salmon bearing, significant stream. Under the City's Environmentally Sensitive Areas Ordinance, a 100-foot development buffer would be required for new construction on Taco Time's property. A reasonable use exception was approved by the Community Development Department for the addition under DMMC 18.86.094(5) on the basis that the addition would not increase the restaurant's encroachment into the 100-foot development buffer.

At the meeting, staff requested that Taco Time grant the City a 20-foot native growth protection easement along Massey Creek that would allow the City to access the creek bank for general maintenance and future habitat restoration efforts.

DISCUSSION:

Recently, the applicant offered to deed the property to the City with the understanding that the 20' x 185' strip of land could not be developed under the Environmentally Sensitive Areas Ordinance.

Staff supports the applicant's offer to deed the property to the City because having ownership of the property will make executing the City's long-range plans for Massey Creek more efficient and cost-effective. In addition to general creek maintenance and habitat restoration, within the next five years, the City plans to widen the creek channel, a portion of which is located on Taco Time's property.

The City currently owns most of the property directly east of Taco Time. This property is also adjacent to Massey Creek, and our ownership of it greatly improved our ability to design and manage the 10th Avenue/Kent-Des Moines Road culvert and road improvement project. If the City Council accepts the property transfer from Taco Time, the City will have ownership of contiguous creek side property from 10th Avenue South to Marine View Drive South.

ALTERNATIVES:

The City Council may:

1. Accept the property transfer as described in the attached draft Statutory Warranty Deed.
2. Direct staff to request a native growth protection easement in-lieu of transferring the said property. A copy of the draft easement is attached.
3. Require neither a transfer of property nor a native growth protection easement.

FINANCIAL IMPACT:

The transfer of property will not create a significant financial impact to the City of Des Moines.

RECOMMENDATION/CONCLUSION:

Staff recommends that the City Council accept the transfer of property as described in the draft Statutory Warranty Deed.

Filed for Record at Request of

City of Des Moines
Attention: Shanta Frantz, Land Use Planner
21630 11th Avenue South, Suite D
Des Moines, WA 98198-6398

Draft
STATUTORY WARRANTY DEED

Reference No.:

Grantor: Accord, Incorporated

Grantee: City of Des Moines, a Municipal Corporation

Legal Description (Abbr.): THE SOUTH 20 FEET OF LOT 4 OF THE CITY OF
DES MOINES SHORT PLAT NO. "DEMO SP 87-7"

Additional Legal: Page 1

Assessor's Property Tax
Parcel/Account No.:

THE GRANTOR, Michelle Nelson, a Corporate Officer of Accord, Incorporated, on behalf of Accord, Incorporated, for and in consideration of Ten Dollars (\$10.00) in hand paid and other valuable consideration, expressly including issuance of a building permit within an environmentally sensitive area, conveys and warrants to the City of Des Moines, a municipal corporation, the following described real estate, situated in King County, Washington:

THE SOUTH 20 FEET OF LOT 4 OF THE CITY OF DES MOINES SHORT PLAT NO.
"DEMO SP 87-7" FILED UNDER AUDITOR'S FILE NO 8710070508, RECORDED IN KING
COUNTY, STATE OF WASHINGTON.

The Grantors and their successor's and assigns shall hold harmless the City of Des Moines from all costs, including attorney fees, expenses, losses and damages, as a result of the existence, deposition, or removal of "hazardous materials" upon or adjacent to deeded area legally described herein.

It is expressly understood that the City of Des Moines reserves the right to cancel and declare null and void this Deed in the event "Hazardous Material" is deposited upon or discovered in the area legally described within this deed or upon any real property adjacent to the deeded area legally described herein, whether or not said real property is

Draft

Grantors:

STATE OF WASHINGTON)
) ss.
County of)

is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Notary Public in and for the State of Washington

Residing at _____
My Appointment Expires _____

Filed for Record at Request of

Draft

City of Des Moines
Attention: Shanta Frantz, Land Use Planner
21630 11th Avenue South, Suite D
Des Moines, WA 98198-6398

NATIVE GROWTH PROTECTION EASEMENT

Reference No.:

Grantor: Accord, Incorporated

Grantee: City of Des Moines, a Municipal Corporation

Legal Description (Abbr.): THE SOUTH 20 FEET OF LOT 4 OF THE
CITY OF DES MOINES SHORT PLAT NO.
"DEMO SP 87-7"

Additional Legal: Page 2

Assessor's Property Tax
Parcel/Account No.:

Parcel Data File: LUA03-022/ESA03-0002/B2003-0200

Project Planner: Shanta Frantz, Land Use Planner

The undersigned Grantor covenants to the City of Des Moines that they are all of the fee owners of the real property described in Exhibit B, and hereby grant and convey a Native Growth Protection Easement restricting use in the manner described in the attached Exhibit A, over and across the described real property in the attached Exhibit B, to wit:

Michelle Nelson, Corporate Officer of Accord, Incorporated, (Grantor), owner(s) of the hereinafter described real property, on behalf of Accord, Incorporated, hereby grants to the City of Des Moines (Grantee), a municipal corporation, the following:

Exhibit A

No tree trimming, tree topping, tree cutting or tree removal, nor shrub or brush-cutting, or removal, nor construction, clearing or alteration activities shall occur within the easement area without prior written approval from the City of Des Moines. Application for such

written approval to be made to the Des Moines Community Development Department who may require inspection of the premises before issuance of the written approval and following completion of the activities. Any person conducting or authorizing such activity in violation of this paragraph or the terms of any written approval issued pursuant hereto shall be subject to the enforcement provisions of Chapter 18.72 of the Des Moines Municipal Code. In such event, the Des Moines Community Development Department may also require within the immediate vicinity of any damaged or fallen vegetation, restoration of the affected area by planting shrubs of comparable size and/or trees of three inches or more in diameter measured one foot above grade. The Department also may require that the damaged or fallen vegetation be removed.

The grantee agrees to maintain all vegetation within the Native Growth Protection Easement. The City of Des Moines may use outside community volunteer groups to assist in maintenance and/or restoration of the creek and the subject easement area. The City of Des Moines understands that the grantor will be installing a comprehensive irrigation system with its approved landscape plan for the restaurant addition/remodel project. An irrigation line will be installed parallel to the protective fence line so the northern portion of the easement will watered in a consistent manner.

The Grantor agrees to defend, pay and save harmless the City of Des Moines, its officers, agents, and employees from any and all claims of every nature whatsoever, real or imaginary, which may be made against the City, its officers, agents, or employees for any damage to property or injury to any person arising out of the maintenance of said Native Growth Protection Easement over said owner's property or the actions of the undersigned owners in carrying out the responsibilities under this agreement, excepting therefrom only such claims as may arise solely out of the gross negligence of the grantor, its officers, agents, or employees. It is expressly understood that the indemnification provision set forth in this paragraph shall apply to any and all fee owners of the property described in Exhibit B for claims arising during the term of their respective ownership.

This easement and each and every condition provided herein is given to satisfy a condition of land use, environmentally sensitive area, and building permit applications approved by the City of Des Moines under Des Moines, File/Permit Numbers: LUA03-022/ESA03-0002/BP2003-0200, allowing site development and an addition/remodel of an existing restaurant, and shall restrict use of the following described real property:

Exhibit B

THE SOUTH 20 FEET OF LOT 4 OF THE CITY OF DES MOINES
SHORT PLAT NO. "DEMO SP 87-7" FILED UNDER AUDITOR'S
FILE NO 8710070508, RECORDED IN KING COUNTY, STATE OF
WASHINGTON.

This easement shall be binding upon the owners of said property, their successors and assigns, and the easement shall run with the land.

IN WITNESS WHEREOF, grantor has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this _____ day of _____, 2004.

Draft

OWNER OF REAL PROPERTY

Michelle Nelson
Corporate Officer
Accord, Incorporated

STATE OF WASHINGTON)

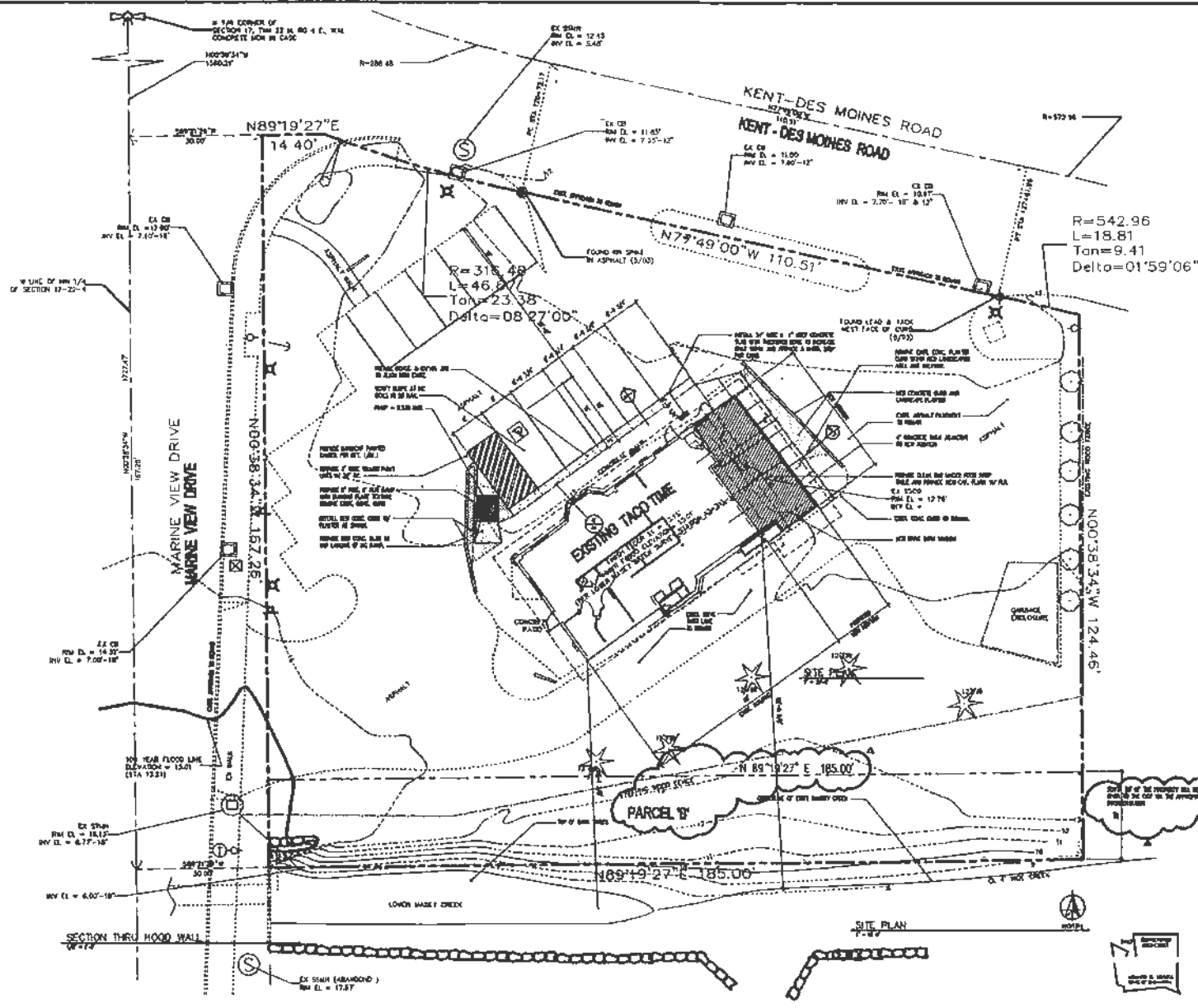
COUNTY OF KING)

) ss
)

On this _____ day of _____, 2004 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michelle Nelson, Corporate Officer of Accord, Incorporated, to me known to be the person who executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of
Washington, residing at _____
My commission expires _____



Agenda of 2/8/04

Draft Resolution 03-309 6 Year CIP

Please remember to bring the color coded CIP document for use during discussion that was distributed earlier.

CITY ATTORNEY'S FIRST DRAFT 11/06/03

DRAFT RESOLUTION NO. 03-309

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, relating to capital improvement planning, adopting the 2004-2009 City of Des Moines Capital Improvement Plan, and superseding Resolution No. 946.

WHEREAS, the City Council of the City of Des Moines adopted the 2003-2008 Capital Improvement Plan by Resolution No. 946, and

WHEREAS, the City Council finds it to be in the public interest to adopt the 2004-2009 Capital Improvement Plan; now therefore,

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

Sec. 1. The City of Des Moines Capital Improvement Plan 2004-2009 is adopted by reference, as a guide for future capital improvement projects and policies.

Sec. 2. The City Manager is directed to submit to the City Council, for approval or adoption, annual updates to the Des Moines Capital Improvement Plan at least once a year.

Sec. 3. The City Manager is directed to submit to the City Council, for approval or adoption, amendments to specific projects contained in the Capital Improvement Plan when any project exceeds or will exceed budgetary authorization.

Sec. 4. The City Manager is directed to submit to the City Council, for approval, significant changes to the scope of any project contained in the Capital Improvement Plan as adopted in this resolution. Determinations regarding what constitutes a significant change in a CIP project shall rest with the City Manager, provided in all circumstances that the provisions of Sec. 3 are enforced. Finally, three City Councilmembers may determine a significant change has occurred or is proposed to occur with respect to any project contained in the CIP, which determination shall bring the matter before the full City Council for approval or authorization.

Sec. 5. Any new capital project meeting the criteria for inclusion in the CIP shall not be authorized without review and amendment to the 2004-2009 Capital Improvement Plan by the City Council.

Sec. 6. Resolution No. 946 is hereby superseded.

Resolution No. _____
Page 2 of ____

ADOPTED BY the City Council of the City of Des Moines,
Washington this _____ day of _____, 2003 and signed in
authentication thereof this _____ day of _____, 2003.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

**PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL**

MINUTES

January 8, 2004

At 7:30 p.m. Assistant City Manager Loch announced that the City Council will remain in Executive Session for approximately 5 more minutes.

At 7:38 p.m. Assistant City Manager Loch announced that the City Council will remain in Executive Session for approximately 5 more minutes.

The regular meeting of the Des Moines City Council was called to order by Mayor Steenrod at 7:44 p.m. in the Council Chambers, 21630 11th Avenue South, #B.

PLEDGE OF ALLEGIANCE to the Flag was led by Councilmember Petersen.

OATH OF OFFICE

City Attorney Marousek administered the Oath of Office to the following newly elected Councilmembers:

BOB SHECKLER
DAN SHERMAN
SCOTT THOMASSON

ROLL CALL - Present: Mayor Maggie Steenrod, Mayor Pro Tem Richard Benjamin, Councilmembers Gary Petersen, Bob Sheckler, Dan Sherman, Scott Thomasson and Susan White. Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Harbormaster Joe Dusenbury and City Clerk Denis Staab.

ELECTION OF MAYOR

City Attorney Marousek called for nominations for the position of Mayor to serve until the first regular meeting in January 2006. Nominations were as follows:

- Councilmember White nominated Councilmember Sheckler.
- Councilmember Petersen nominated Councilmember Thomasson. Councilmember Thomasson declined the nomination.
- Councilmember Petersen nominated Councilmember Steenrod. Councilmember Steenrod declined the nomination.
- Councilmember Steenrod nominated Councilmember Sherman. Councilmember Sherman declined the nomination.

VOTE: As there was only one nomination, City Attorney Marousek asked those in favor to raise their hand. Bob Sheckler was elected Mayor by a show of hands, 6 to 1, with Councilmember Petersen opposed.

ELECTION OF MAYOR PRO TEM

Mayor Sheckler called for nominations for the position of Mayor Pro Tem. Nominations were as follows:

- Councilmember Sherman nominated Councilmember Thomasson.
- Councilmember Petersen nominated Councilmember Benjamin. Councilmember Benjamin declined the nomination.

VOTE: As there was only one nomination, Mayor Sheckler requested those in favor to raise their hand. Scott Thomasson was elected as Mayor Pro Tem unanimously.

COMMENTS FROM THE PUBLIC

Ting Rice, 22222 Dock Street

Ms. Rice spoke regarding the proposed Dry Stack Storage alternatives at the Marina, requesting Council do nothing at this time. She requested that Council use this time to consider alternative uses for the property that would enhance the use of the Marina and benefit local businesses by bringing more people to the Marina.

Steve Henderson, 22222 Dock Street

Mr. Henderson spoke against construction of a Dry Stack Storage as proposed at the Marina. He felt that there is no rational for building the structure as smaller boats are not in demand as they were in the past.

BOARD & COMMITTEE REPORTS

Finance & Economic Development Committee

Councilmember Steenrod reported attending an Economic Development meeting in Seattle recently. She reported that the economic forecast for 2004 looks good with a 3% regional growth predicted for the Puget Sound region.

She requested that citizens support local businesses especially those along Pacific Highway South. She cited recent bad weather, power outages and the Pacific Highway South Project as having been hard on local businesses.

Councilmember Steenrod announced that Wesley Gardens will be opening an Elderly Adult Day Care Center soon.

Council Campaign Support

Councilmember Sherman thanked supporters in their efforts to help him get elected to City Council. He pledged to work hard to fulfill his Council responsibilities.

National League of Cities Conference

Councilmember White reported that she has distributed information she gathered from the recent Conference.

She requested that Downtown Revitalization be a topic for Council's upcoming retreat.

SR 509 Steering Committee

Councilmember Petersen advised that due to the inclement weather and power outages the meeting set for this week will be rescheduled for next week.

Mt. Rainier Pool

Councilmember Benjamin encouraged everyone to attend an open house to be held at the Mt. Rainier Pool on Saturday January 10th, from 12:30 to 5 p.m.

Council Campaign Support

Mayor Pro Tem Thomasson stated that it is a privilege to serve as a Councilmember and thanked all those who supported him in his re-election.

PRESIDING OFFICER'S REPORT

Election as Mayor

Mayor Sheckler thanked Councilmembers for their show of confidence in electing him as Mayor.

ADMINISTRATION REPORTS

New Chief of Police

City Manager Piasecki introduced Roger Baker, Des Moines new Chief of Police. He invited everyone to a formal swearing-in ceremony to be held January 14th at 4:30 p.m. at the Des Moines Activity Center.

Mr. Baker advised that he looks forward to serving the City and to working with citizens and staff.

Letter of Appreciation

Mayor Pro Tem Thomasson thanked Officer Barry Sellers for his work with students at Mt. Rainer High School and announced that a letter of appreciation for his services has been received from the High School.

Interim Chief of Police

City Manager Piasecki thanked Commanders Kevin Tucker and John O'Leary for their great work as Acting Chief of Police during some difficult times throughout the hiring procedure for a new Chief of Police.

Pacific Highway South Improvement Project

City Manager Piasecki noted that the Contractor has made every effort to ensure that business access is maintained as much as possible during the construction on Pacific Highway South. He encouraged anyone who has encountered any issues or problems to contact him via the hotline which is noted on the City's web site and government TV channel.

CONSENT CALENDAR was read by City Clerk Staab, who announced that Consent Item #4 has been removed by Administration.

1. Motion is to approve the minutes of December 4 and 11, 2003.
2. Findings: Vouchers 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.

Motion: As of this date the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the above list and further described as follows:

Claim checks #92120 through #92478 & electronic fund transfers in the total amount of \$1,766,185.32

Payroll fund transfers in the total amount of \$677,765.92

3. Motion is to approve a budget increase of \$2,400.00 to the All City Buildings - Building Rental Budget in 2004 to pay for a \$200 per month rental increase for the Des Moines Historical Society.

~~4. Motion is to accept the statutory warrant deed that would transfer 3,700 square feet of creek side property to the City of Des Moines.~~

MOTION was made by Councilmember Sherman, seconded by Mayor Pro Tem Thomasson and passed unanimously, to approve the Consent Calendar as read.

AGENDA REVISION

Mayor Sheckler announced that items under New Business will be addressed first.

NEW BUSINESS

Expanded Guest Moorage & Bulkhead Replacement Consulting Engineer Agreement

Harbormaster Dusenbury noted that the expanded guest moorage and bulkhead replacement project is included in the first phase of the Marina Master Plan, which will be funded by the bonds that were issued in December 2002. He advised that he is seeking Council approval for an agreement for providing engineering, design and permitting services for the project. He introduced Tom McCullough and Mike Hemphill professional engineers with Moffatt & Nichol Engineers in Seattle.

Mr. Hemphill proceeded to review the following:

Objectives

- Refine Master Plan Concepts
- Prepare Preliminary Design
- Provide Estimated Construction Costs

Major Improvements

- Expanded Guest Moorage
- Bulkhead Replacement
- Landscape Improvements
- Fuel Dock Relocation
- Boat Launch Relocation
- Parking Modifications
- Dry Shed/Stack Construction

Scope of Work

- Phase 1: Concept Refinement
 - Kick-off meeting
 - Gather Background Information
 - Develop Preliminary Design
 - Evaluate Preliminary Design
 - Project Management
- Phase 2: Design Development/Construction Documents
- Phase 3: Construction Support

Upon questioning by Mayor Pro Tem Thomasson, Harbormaster Dusenbury noted that Phase I of the project will begin at the northeastern corner of the Marina and proceed to the foot of N Dock. He advised that once the seawall is designed then the remainder can be constructed. He stated

that we are not allowed to permit any further than logical, therefore a permit for the entire length of the bulkhead cannot be applied for.

Mayor Pro Tem Thomasson requested that Council be supplied with a map showing the various stage limits of the project. He further stated that he expects mile stone reports be provided to allow plenty of opportunity for City Council input into the project.

City Manager Piasecki advised that periodic reports will be provided to Council. He suggested Council consider appointing a citizen advisory committee that could be composed of the Marina Tenants Association, downtown business owners, Marina Condo owners, Chamber of Commerce members and users of the Marina. He noted that the Committee would work with the Harbormaster and the Consultants to help formalize the process.

Councilmember White felt that projects such as this can get bogged down in a Committee setting.

Councilmember Steenrod stated that the Municipal Facilities Committee has agreed in concept to the proposal, but she would prefer to see that details for the preliminary design, engineering and permitting work be attached to final signed contract.

Mayor Pro Tem Thomasson questioned who makes the final decision on the various options.

Harbormaster Dusenbury noted that the numerical wave modeling of waves will be included, but other items are still unknown. However, the contract is structured to be able to afford most options, but not all.

MOTION was made by Mayor Pro Tem Thomasson, seconded by Councilmember White, to approve the agreement with Moffatt & Nichol Engineers to provide consulting and preliminary design services for the Expanded Guest Moorage/Bulkhead Replacement Project - Phase 1, in the amount of \$345,413 plus a contingency of \$34,541, (10%) for a total authorization of \$379,954, and authorize the City Manager to sign the agreement, substantially in the form as submitted. Motion passed unanimously.

Council Retreat

City Manager Piasecki encouraged Councilmembers to consider having a Council retreat within the next several months. He noted that a retreat could be scheduled for a full week-end, a mini retreat held on a couple of Saturdays or Sundays, or perhaps a week day. He recommended that a facilitator be used to help guide Council and staff to set priorities.

After Council discussion regarding various dates, Mayor Sheckler stated that he will contract individual Councilmembers regarding their preferences and availability. He advised that he will work with the City Manager and get back to Councilmembers with a couple of choices.

9:02 p.m. Mayor Sheckler called for a 10 minute break.

Dry Stack Storage

Harbormaster Dusenbury stated that the dry stack storage concept was driven by the trend towards larger boats. He noted that the Marina Master Plan recognizes that eventually, we will have to reconfigure in-water slips to increase the number of larger slips and decrease the number

of smaller slips. Providing additional upland storage would help mitigate the loss of smaller in-water slips and provide another revenue stream. He noted that Council directed staff to refine the concepts for dry stack storage and bring the results back to Council for further direction.

Harbormaster Dusenbury reviewed the two alternative designs, A & B and alternative C, noting the following:

Alternative A

- Size of building: 36' x 242' x 35' high
- Stacks 60-72 boats

Alternative B

- Size of building: 91' x 242' x 35' high
- Stacks a maximum of 90 boats

Alternative A & B Requirements

- Fire Protection
- Storm drainage system
- Oil/water separator

Alternative C - Delay project and move funds to another or new project.

Harbormaster Dusenbury noted that when the Marina Master Plan was adopted there was a strong demand for 24' storage, however the trend is now moving to longer boats. He advised that Council may wish to delay any decision on building the dry storage unit at this time.

Mayor Pro Tem Thomasson voiced the opinion that Council may wish to move ahead to make changes to larger slip areas and wait to see if there is a demand from boaters for the smaller boat dry storage.

Upon questioning by Council, Harbormaster Dusenbury stated that the original idea for the dry stack storage was driven by a need to increase revenue. He noted that construction will be expensive and may not necessarily increase revenue to any significant amount. He noted that Council could consider other uses for the site such as an open boat storage and/or long-term parking.

Councilmember Sherman that the Marina can be a major source of revenue and Council needs to determine the best optimal use of the Marina and the site if a dry stack storage is not built. He feels that whatever the use it should be related to the Marina.

Councilmember White stated that she feels Council should delay the dry stack storage project.

Councilmember Steenrod advised that costs have risen for construction for either alternative. She would prefer to delay the project and study other uses for the site.

Councilmember Thomasson noted that he would not want to see more than minor improvements to the proposed site until other uses can be determined. He felt that it is important to make these determinations soon, as revenue sources for the Marina are important to the overall plan.

Councilmember Benjamin stated that the Marina is the City's greatest asset and it is important that Council determine the highest and best use of the site. He felt this should be a number one priority for in depth discussion at Council's upcoming retreat. He noted that he would be interested in public input.

City Manager Piasecki reminded Council that there is a need for the Marina to create revenue sources to fund the Marina Master Plan and if Council delays the dry stack storage, then it needs to determine where additional revenues can be found. He advised that some of the funds for this project could be directed to the expanded guest moorage project and use the rest of the money could be used to study other options, such as a commercial building and what that commercial use would entail.

MOTION was made by Mayor Sheckler, seconded by Councilmember Steenrod, to direct staff to reprogram the funds from the dry stack storage project to expand the scope of an existing project or to develop another project within the Marina, and to bring options back to Council for consideration. Further, to direct staff to begin the process of putting together a temporary use of the "Quartermaster" site such as open boat storage, etc. that would involve minimal cost.

Mayor Pro Tem Thomasson expressed agreement with Councilmember Sherman, that he would not be interested in any commercial use of the site that would build a strip mall or a restaurant.

VOTE ON MOTION: Motion passed unanimously.

OLD BUSINESS

Draft Resolution No. 03-309 6 Year Capital Improvement Plan - Review

Due to the lateness of the meeting, Mayor Sheckler announced that this item will be moved to the January 22, 2004 meeting.

NEXT MEETING DATE

Mayor Sheckler advised that the next regular meeting will be January 22, 2004.

ADJOURNMENT

At 10:06 p.m. **MOTION** was made by Councilmember Benjamin, seconded and passed to adjourn.

Respectfully submitted,

Denis Staab
City Clerk

ACTION ITEM FROM JANUARY 8, 2004 MEETING

- Supply Councilmembers with a map showing various stage of expanded guest moorage and bulkhead replacement at the Marina.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Agreement with Moffatt & Nichol Engineers for Engineering, Design and Permitting for the Des Moines Marina Expanded Guest Moorage and Bulkhead Replacement Project – Phase 1.

ATTACHMENTS:

Draft Agreement
“Exhibit A” – Draft Scope of Work and Fee Proposal

FOR AGENDA OF: December 18, 2003

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: November 19, 2003

CLEARANCES:

☒ Marina

☒ Legal

APPROVED BY CITY MANAGER

FOR SUBMITTAL: AT

A. Purpose & Recommendation

The purpose of this presentation is to inform the Council about the proposed scope of work and budget for the first phase of the Expanded Guest Moorage and Bulkhead Replacement project and to seek Council approval for an agreement with Moffatt & Nichol Engineers for providing engineering, design and permitting services for this project.

Suggested motion: “I move that the City Council approve the agreement with Moffatt & Nichol Engineers to provide consulting and preliminary design services for the Expanded Guest Moorage/Bulkhead Replacement Project – Phase 1, in the amount of \$345,413 plus a contingency of \$34,541, (10%), for a total authorization of \$379,954, and authorize the City Manager to sign the agreement, substantially in the form as submitted.”

B. Background

The creosote timber bulkhead that separates the upland areas of the Marina from the basin is nearing the end of its useful life. The Marina Comprehensive Master plan calls for replacing the timber bulkhead in several phases over the next decade. During the Master Plan process, discussions about the alternatives for the guest moorage area assumed that the timber bulkhead in the guest moorage area would have to be replaced entirely, regardless of the final configuration of the basin.

The Des Moines Marina has 1,800 lineal feet of guest moorage that is allocated on a first-come-first-served basis during the boating season, (May through December). During the off-season, the guest moorage area is used for the Marina’s Winter Moorage Program, under which most of the area is rented on a monthly basis. During the summer, the guest moorage area is usually filled to capacity, and during the peak of the boating season, the guest moorage area is typically

over capacity and customer are consistently turned away. Annual guest moorage revenues have increased steadily from about \$57,000 in 1994 to \$104,700 this last season. Part of the increase is due to increased usage, and some of the increase is the result of increases in guest moorage rates. During the off-season, the winter moorage program is typically sold out and generates approximately \$40,000 in annual revenue. The operating expenses associated with the guest moorage and winter moorage programs are low compared to the operating expenses for the fuel dock or the launching services.

C. Discussion

Boating trends discussed in the Comprehensive Marina Master Plan indicate “destination cruising” is the fastest growing segment of the recreational boating industry and that there will be increasing demand among boaters for larger and more comfortable guest moorage facilities. The reduction in fishing opportunities and changing demographics are the primary reasons for this trend. Studies done by the State of Washington and the Northwest Marine Trade Association show that guest moorage fees are becoming one of the most significant sources of revenue for marinas around the Sound. Further, the studies showed that “destination boaters” spent money on food, miscellaneous supplies and entertainment while on their trips that created economic benefits that extended beyond the marinas to local business districts. One of the core recommendations of the Marina Master Plan is that the Marina should expand the guest moorage area to take advantage of this growing trend, and change some internal operations and expand marketing efforts to attract more cruising families and boating clubs to the Marina.

Preliminary studies of the guest moorage facility during the master plan process produced a design that expands the guest moorage area into the north parking lot. This design increased moorage space from 1,800 lineal feet to 3,200 lineal feet, created in-water queuing area for launching activities which would be moved to a location south of the office building, provided open space to the north and east of the guest moorage basin and left enough space north of the existing office building for a small commercial building.

The project outlined in Moffatt & Nichol’s scope and fee proposal would develop the Master Plan concept to a sufficient level of detail so that we can properly scope and estimate the level of effort required to complete the final design and prepare the construction documents, obtain all the necessary permits and provide construction support. Work will be summarized in a Preliminary Design Report that will include alternative layouts for the guest moorage area, an analysis of constructability and financial feasibility, impacts to boat traffic in the Marina and impacts to wave protection in the entrance area. The report would also include preliminary layouts for the utility systems for the guest moorage and the boat launching areas and preliminary designs for the hardscape and landscaping for the promenade and other public areas.

D. Alternatives

Alternative 1. Accept the recommendation of the Municipal Facilities Committee approve the contract with Moffatt & Nichol Engineers for preliminary design, engineering and permitting work for the Expanded Guest Moorage/Bulkhead Replacement Project.

Alternative 2. Decline to accept the proposal from Moffatt & Nichol Engineers and direct staff to work with the Municipal Facilities Committee or the full Council to develop other alternatives.

E. Financial Impact

This project was included in the first phase of the Marina Master Plan, which will be funded by the bonds issued in December of 2003.

The total project consists of three phases;

Phase 1 - Concept Refinement

Phase 2 – Final Design Development/Construction Documents

Phase 3 – Construction Support

The total amount budgeted for all three phases of this project is \$685,000. Staff is requesting authorization to spend \$345, 413, (plus a contingency of 10% if needed) on the first phase.

Discussions with the Consultant indicate that the remaining budget, approximately \$340,000, will be enough to complete the remaining phases of the project.

F. Recommendation

The staff recommends that the full Council accept the recommendation of the Municipal Facilities Committee approve the contract with Moffatt & Nichol Engineers for preliminary design, engineering and permitting work for the Expanded Guest Moorage/Bulkhead Replacement Project.

G. Concurrence

Municipal Facilities Committee.
City Attorneys Office

**CONTRACT FOR DESIGN AND ENGINEERING SERVICES
BETWEEN THE CITY OF DES MOINES AND MOFFATT & NICHOL ENGINEERS**

THIS CONTRACT is made and entered into this ____th day of December, 2003, by and between the CITY OF DES MOINES, Washington, hereinafter called the "City", and MOFFATT & NICHOL, ENGINEERS, hereinafter called the "Consultant".

WHEREAS, the City has requested assistance in providing design, engineering and permitting services for the EXPANDED GUEST MOORAGE AND BULKHEAD REPLACEMENT PROJECT, hereinafter called the "Project", including but not limited to charges for, payments received by, and work products prepared by Moffatt & Nichol Engineers, the firm that contracted with the City to serve as "Consultant" on the Project; and

WHEREAS, Consultant has agreed to provide design, engineering and permitting services and is qualified to provide and perform the services described in this Agreement;

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

1. *Scope of Service.* The Consultant shall provide the following services identified in the Scope of Work and Fee Proposal for Des Moines Marina Expanded Guest Moorage / Bulkhead Replacement – Phase 1 which is attached to this document as "Exhibit A" and shall be considered part of this contract.

Under Tab No. 1 – Scope of Work. All tasks listed under the heading "Phase 1 Concept Refinement" on pages 2 through 6.

Under Tab No. 1 – Scope of Work. The "Numerical Wave Modeling" portion of Option B.2.h - Numerical Modeling of Waves, Water Quality and Shoaling, listed on page 7.

All work is to be done in accordance with City of Des Moines, County and State laws, which are by this reference incorporated herein and made part hereof, and Consultant shall perform any additions, as negotiated, to the work provided under this Contract and every part thereof.

2. *Consultant's Obligations.* That all labor, materials, tools, software, equipment, utilities, services, and all other things necessary or required in the satisfactory performance of the work shall be furnished by the Consultant and the Contract performed and completed under the supervision of and subject to the approval of the City or its authorized representatives.

3. *Ownership and Use of Records and Documents.* Consultant shall provide the City with IBM compatible, compact disc copies of all original text documents and reports using Microsoft Word, drawings and design documents using AutoCAD and cost estimates using Microsoft Excel developed under this Agreement, which shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the

Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent, or otherwise.

All data, documents, and files created by Consultant under this Agreement may be stored at the Consultant's office in Seattle, Washington. Consultant shall make such data, documents, and files available for review by the City upon its request at all reasonable times for the purpose of editing, modifying, and updating as necessary until such time as the City is capable of storing such information in the City's offices. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost. Only those documents required under signature and seal of the engineer of record will be available for bid and construction.

Any use or reuse of the documents, data, and files created by Consultant for the City on this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

4. Compensation. In consideration for the complete and faithful performance of the Contract, the Consultant shall be paid as follows: Excepting reimbursables, additional services pre-approved by the City, and/or changes and modifications necessitated or agreed upon as provided in the Contract, the City Council has authorized payment to Consultant of:

Payment shall be made in the total amount of \$312,533 for the tasks listed as "Phase 1, Concept Refinement" in Exhibit A under Tab No. 1 - Scope of Work, (pages 2 through 6). The Consultant shall bill the City monthly using the values for each of the tasks that are listed in the fee summary table found in Exhibit A under Tab No. 2 - Fees, (pg 1), to calculate full or partial payments that are due for each task. Partial payments shall be calculated by multiplying the total value of the task by the completion percentage, as determined by the Consultant, subject to the approval of the City.

Payment shall be made in the total amount of \$32,880 for the task listed as the "Numerical Wave Modeling" portion of Option B.2.h, in Exhibit A under Tab No. 1 - Scope of Work, page 7. The Consultant shall bill the City monthly for this task using the value shown above, (\$32,880). Partial payments for this task shall be calculated by multiplying this amount by the completion percentage as determined by the Consultant, subject to the approval of the City.

Total payments under this contract shall not exceed \$345,413.

The Consultant shall submit invoices in the amounts set forth in the fee summary table found in Exhibit A under Tab No. 2 - Fees, (pg 1), monthly for tasks accomplished, in a form as directed by the City's authorized representative(s). Invoices shall be paid within thirty (30) days of receipt. Invoices left unpaid beyond 30 days of receipt of invoice shall be subject to a monthly interest rate of 1 %. Reimbursables, standard hourly rates, and additional services shall be as outlined in the fee proposal.

5. Term. The term of this Contract shall be one hundred and eighty, (180), days from the date of execution. This Contract may be extended upon written agreement of both parties. Within 10 days of execution of this contract the City and Consultant will jointly establish and abide by a schedule, under which the work and services described in this Contract will be performed and completed. It is the responsibility of both City and Consultant to maintain the schedule, unless changes are agreed upon by both parties. This Contract may be terminated by the City on thirty (30) days notice for the Consultant's failure to perform services outlined in the schedule.

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

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

8. **Assignment.** This Contract may not be assigned or otherwise transferred by either party hereto.

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

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

11. **Indemnification / Hold Harmless.** Consultant shall indemnify and hold the City, officials, employees and volunteers harmless from any and all damages, including attorney fees, caused by the negligent acts, errors or omissions of the Consultant in performance of the professional services of this Agreement. The City shall hold the Consultant harmless from any and all damages caused by the negligence of the City.

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

a) Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on the Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors personal injury and advertising injury.

The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

b) Minimum Amount of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$100,000 per claim and \$1,000,000 policy aggregate limit.

c) Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

d) Acceptability of Insurers

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

e) Verification of Coverage

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

13. *Dispute Resolution Procedures.*

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

b) ***Venue, Applicable Law and Personal Jurisdiction.*** All questions related to this Contract shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Contract, such action shall be instituted in the King County Superior Court. The parties each consent to the personal jurisdiction of such court. Except as otherwise provided by law, it is expressly understood that neither party can institute any legal action against the other based on this Contract until the parties have exhausted the mediation and arbitration procedures required by the previous paragraph.

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

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

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

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

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

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

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

CITY OF DES MOINES

By _____
Its _____

22307 Dock Ave. South

Des Moines, WA 98198

Dated _____

MOFFATT & NICHOL ENGINEERS

By _____
Its _____

710 Second Ave, Suite 720

Seattle, WA 98104

Dated _____

APPROVED AS TO FORM:

City Attorney

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Council Review of the Dry Stack
Storage Project in the Des Moines Marina

ATTACHMENTS:
Des Moines Marina Dry Stack Storage Facility
Design Report

FOR AGENDA OF: January 8, 2004
DEPT. OF ORIGIN: Marina

DATE SUBMITTED: December 15, 2003

CLEARANCES:
[X] Marina 

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

A. Purpose & Recommendation

The purpose of this report is to update the Council on the results of the operational and financial feasibility study for the Marina's Dry Stack Storage Project and to seek Council Direction regarding the future of this project.

B. Background

The Comprehensive Marina Master Plan adopted by the City Council in June of 2001 recommended a reconfiguration of the in-water slips that would increase the number of 36, 40 and 50-foot slips. This reconfiguration would eliminate most of the in-water 20 and 24 foot covered slips. The Master Plan also recommend building a dry stack boat storage facility because it would help mitigate the loss of the smaller in-water slips by providing upland storage for small boats. Also, the surveys and studies done during the Master Plan process indicated that the demand for dry boat storage is increasing now that the technology exists to store and launch boats in the 24 to 32 foot range. Dry stack storage is popular with boaters because it is convenient, reduces maintenance costs and preserves the value of their boats.

The Comprehensive Marina Master Plan also recommends that several new business strategies be implemented to take advantage of changes in the recreational boating industry. The basic premise behind these recommended strategies is that every opportunity should be taken to enhance current revenue streams and to develop new revenue streams. Developing new revenue streams is particularly important because most of the Marina's revenues come from permanent moorage and 23% of the permanent moorage revenue comes from the 20 and 24-foot slips and the Dry Sheds. As the demand for the smaller slips continues to decrease, there is significant risk that growth in permanent moorage revenue will be harder to achieve. The financial analysis in the Master Plan points out that it is essential that revenues continue to grow at a 3.3% annual rate in order to fund the capital improvements that will be necessary over the next decade. The staff

believes that developing a dry stack service will help meet the objective of developing new revenue streams.

C. Discussion

The goal of the Des Moines Marina Dry Stack Storage Design Report is to refine the concepts for the project by determining the system requirements and to further refine the conceptual site layouts and construction costs. The report also includes a functional analysis of the proposed facility that was developed with a computer simulation model. Other considerations included building appearance and public access from Cliff Avenue.

System Requirements.

The most significant system requirements for this proposed project involve building heights and appearance and fire protection. Other requirements include a storm drainage system and a system to remove oil from the storm water runoff and rinse water from washing down boats.

The site for the proposed project is zoned D-C: Downtown Commercial and a public boathouse is an allowable use. Building height is restricted to a maximum of 35 feet based on the average elevation of the property fronting Dock Street. The two conceptual layouts that were developed are shown on pages 6 and 7 of the report. Alternative A is a long narrow building, (36 feet wide by 242 feet long), that will stack 60 to 72 boats, depending on the boat mix, and Alternative B is a larger building, (91 feet wide by 242 feet long) that would have a maximum stacking capacity of 90 boats. Plan views for both alternatives are shown in Figures 3 and 4, starting on page 6 of the Report. Architectural renderings for both alternatives are shown in Appendix D. Alternative A is shown with the northern section set back 10 feet further than the southern section. The roofline is shown with a lower slope on the Cliff Avenue side that creates a small clearstory effect that breaks up the roofline. The same effect can be created on the larger building by alternating the roof slope front-to-back as shown in the renderings.

The report assumes that both buildings will be totally enclosed and must be equipped with a fire suppression system. The system can be a wet sprinkler system if the building has a heating system that will maintain a minimum temperature of 41 degrees. If not, the system must be a dry charge system. If this project goes forward the engineers are recommending that more research be done to determine the most cost effective fire protection system. The building, (either alternative), must have “blow-out panels” on the East and West sides of the building. In case of fire, these panels fail rapidly and provide openings that fire crews can use to apply water and foam to the source of a fire. They also allow heat to escape the building, which tends to limit the rate a potential fire spreads.

Functional Requirements.

Functional requirements for the building include the rack storage system, a work and wash down area for boats stored in the facility, staging docks for boats launched from and returning to the facility, public access including parking, circulation and pedestrian access and the equipment needed to handle the boats. The most significant issue generated by the analysis of the functional requirements for the proposed project involves the noise generated by the boat handling equipment.

Chapter 7.16 of the Des Moines Municipal Code, Maximum Environment Noise levels, adopts the standards in the Washington Administrative Code, 173-60-040. The noise limitation that

applies to the proposed project is 57 dBA. Since the noise generated by the equipment is directly related to its size, and the size of the equipment is directly related to the size and weight of the boats being stored, the Report describes in detail the size and weights of the boats that are likely to be stored at the proposed facility, (pages 10 through 12). It would take a machine similar to a Wiggins Forklift model W150M2 or a model W20M2 to handle the boat sizes and weights identified in the Report. Either of these machines in their standard configuration powered by a diesel engine would not meet the requirements of the code. Information obtained from the engineering staff at Wiggins Industrial Lift Trucks indicates that the required noise levels could be achieved by replacing the diesel engine with an engine that uses propane for fuel and by adding a noise reduction package that they have developed that includes a quieter muffler and a totally enclosed engine compartment.

Washington State Department of Labor and Industries regulations require that most lift trucks have an audible back-up alarm. The noise created by the audible back-up alarm is exempt from the standards in the DMMC, but it only has to be louder than the background noise, which in this case would be the equipment itself. Wiggins Lift Trucks equips their machines with adjustable alarms that can be adjusted to the required sound level; therefore, it is possible that the alarm itself can meet the code. The Department of Labor and Industries will allow lift trucks to be operated without back-up alarms if the operator has an unobstructed view to the rear of the machine or if another employee acts as a “spotter” when the machine is backing up. Since both of these scenarios involve getting a variance from L & I, it is not possible to say for certain that we will be able to use one of them until the machine and the operation is inspected by L & I.

Once the functional requirements were determined the consultant developed an operations simulation model using the simulation software AutoMod. The simulation imitates the real-world operation of the proposed dry-stack facility over time. The goal of the simulation was to find out if there are any “bottlenecks” in the process that would make the operation unworkable. In general, the simulation showed that the proposed facility was workable. The major problem identified by the simulation was that there is not enough in-water queuing area to accommodate the dry stack customers if all of the customers on a given day are walk-ins, that is they do not call ahead for a reserved launch time. Using the results of the simulation, the consultants created a list of suggested rules of operation for the proposed facility that are listed in detail in Appendix B of the report. The rules are intended to mitigate problems like the shortage of in-water queuing area.

D. Alternatives

Alternative 1. Proceed with Alternative A. This alternative stacks fewer boats and has more operational impacts, mainly the noise from the boat handling equipment, but it has very little impact on parking or traffic. This alternative also has the least impact on views.

Alternative 2. Proceed with Alternative B. This alternative stacks more boats and has fewer operational impacts but it is significantly more expensive to build and has greater impacts on parking and traffic.

Alternative 3. Delay the project until some time in the future. Direct the staff to reprogram the funds for this project to expand the scope of an existing project or to develop another project.

E. Financial Impacts

Alternative 1. Cost estimates for Alternative A range from about \$1.2 million to \$1.3 million. The operational analysis shows that the facility can be operated without adding full-time employees, but some extra seasonal help will be needed. The staff estimates that annual operating costs of the Marina will increase by approximately \$40,000. Analysis of this alternative shows that the Marina could expect net revenues of approximately \$25,000 to \$30,000 per year, based on total revenues of \$160,000 per year and depending on the final project cost. The analysis also shows that over the 20-year life of the project, the accumulated net revenues will total about \$1 million dollars.

Alternative 2. Cost estimates for Alternative B range from about \$1.85 million to \$2.0 million. As with Alternative A, the operational analysis shows that the facility can be operated without adding full-time employees, but extra seasonal help would be needed. Analysis of this alternative shows that net revenues would not be significantly more than for Alternative A. Although annual revenues of about \$200,000 could be expected based on stacking about 80 boats, higher interest payments offset most of the gains in net revenue. Accumulated net revenues are estimated to be about \$1.1 million dollars over the 20-year life of the project. Finally, given the costs of the other projects planned for the first phase of the Master Plan, the total project cost of Alternative B would require a major revision of the plan.

Alternative 3. Assuming that all other revenues and expenses remain the same, delaying the dry stack project will not impact the Marina's ability to make the payments on the first bond issue. The long-term risk is that the additional revenues needed to support the bond issue for the second phase of the Master Plan will not be in place when needed. The financial analysis of the Marina Master Plan assumed that total revenues would grow at a 3.3% annual rate and operating expenses would grow at 2.5%. On page 4-5 of the Financial Analysis, the Marina Master Plan states, "The proposed annual revenue increase of 3.3% does not necessarily mean an "across the board" rate increase to all fees, rather it reflects the necessary dollar increase in total revenues. Such an increase, for example, could partially be achieved by providing new services (e.g. dry stack storage) or improving the effectiveness of existing services." If the decision is to forego the dry stack project, maintaining the needed 3.3% growth in revenues will be more difficult unless other alternatives are identified. If the Council selects this alternative, the staff recommends that the Council revisit the Marina Comprehensive Master Plan to discuss the best use of the Quartermaster site. The staff believes that it is appropriate to include the dry shed site and the boat yard/restaurant site in the discussion also because those areas were not addressed in detail in the Marina Master Plan. The leases for the boat yard and the restaurant and economic performance of the dry sheds have changed enough since the adoption of the Plan to warrant including them at this time.

Also, if the decision is to delay this project, the staff recommends that the site be improved to the point where it is usable in the near term. The staff Marina recommends using this area for open boat storage and/or long-term parking. There is demonstrated demand for both of these services and both have the potential to produce revenue. This would involve installing the retaining wall, a gravel pad and some fencing. The estimated cost for this work, including engineering is approximately \$100,000.

F. Recommendation

The staff believes that Alternative 1, building a dry stack facility on the former Quartermaster site meets the primary objectives of developing a diversified and stable revenue stream to help pay for future bond issues and providing additional moorage opportunities that can be used by boaters who might be displaced in the event the in-water slips are reconfigured. In the staff's opinion, Implementing Alternative 3 is also viable at this time, but the discussions on alternative uses must proceed quickly and should include the dry shed site and the boat yard.

G. Concurrence

LINDA'S Schedule

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: City Council Retreat

FOR AGENDA OF: January 8, 2004

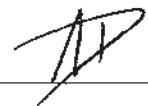
ATTACHMENTS:

DEPT. OF ORIGIN: City Manager's Office

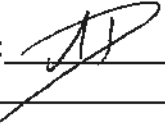
1. January, February, March 2004 Calendars

DATE SUBMITTED: December 31, 2003

CLEARANCES:

[X] Administration 

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose:

The purpose of this item is to provide an opportunity for City Council to discuss potential dates and agenda items for its 2004 retreat.

Background and Discussion:

The City Council last held a retreat in April 2002. Over the last several months, councilmembers have commented at Council meetings and to staff that they believe the Council should hold a retreat in the first two months of 2004. Several weekends have been suggested and councilmembers have been surveyed to see what might work best for everyone. Unfortunately, no one single weekend in January or February seems to be acceptable. It appears, therefore, that finding 2-3 Saturdays and/or Sundays (or even possibly a weekday) on which to hold retreat sessions would be a reasonable solution. Attached for your information are calendars for the first three months of 2004. In order to be prepared for a discussion of the best dates for sessions, please bring your professional and personal schedules for January, February and March to the January 8, 2004, City Council meeting.

In regards to location, if Council decides on 2-3 separate retreat sessions, it makes sense for a location within one-hour's drive of Des Moines be selected. Once dates are decided upon, staff will find a suitable location(s). If Council ultimately decides upon a full weekend, there are several conference resorts that may have openings, particularly if the date is in late February or March.

During the Council's recent budget deliberations and on several other occasions, councilmembers have offered many suggestions for topics to be discussed at the retreat. While not comprehensive, the following list of topics is offered for discussion purposes:

1. The City's financial situation – discuss cost containment and revenue enhancement strategies.
2. Prioritization of city services to determine what the city can afford; similar to what Governor Locke did for the 2003-5 State budget.
3. Economic Development – develop a long-term vision and plan for the City of Des Moines.
4. The long-term role of the Airport Communities Coalition.
5. Marina Master Plan update.
6. Review and modification of the City Council's, mission, vision and strategic goals.
7. Review and discussion of the City's Zoning Code.
8. Discussion of other "emerging issues" the City needs to address or be aware of.
9. Team building exercise.
10. Review of the City's successes in the last 2 years.

At the January 8th Council meeting, the City Council can discuss these potential items and add others to the list.

Staff is currently looking for a retreat facilitator and will provide information at the January 8th meeting on results to date. One person has already been contacted and he is developing a proposal for the City's review. At least two other individuals/firms will be contacted before a final decision is made.

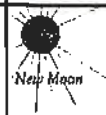
JANUARY 2004

There is no mistaking the distinctive bark of these beautiful trees—a stand of birches after snowfall in Reading, Vermont.
© William H. Johnson

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FEBRUARY 2004

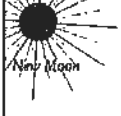
Snow and sand mingle on wind-whipped Ballston Beach in Truro, Massachusetts.
© Ronald Wilson

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MARCH 2004

One of Connecticut's most popular harbors, Stonington Harbor is home port to the state's last commercial fishing fleet and a growing center for sailboat racing.

© Paul Rezendes

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Agreement with Moffatt & Nichol Engineers for Engineering, Design and Permitting for the Des Moines Marina Expanded Guest Moorage and Bulkhead Replacement Project – Phase 1.

ATTACHMENTS:

Draft Agreement
“Exhibit A” – Draft Scope of Work and Fee Proposal

FOR AGENDA OF: December 4, 2003
DEPT. OF ORIGIN: Marina

DATE SUBMITTED: November 19, 2003

CLEARANCES:

☒ Marina

☒ Legal

APPROVED BY CITY MANAGER

FOR SUBMITTAL: AT

A. Purpose & Recommendation

The purpose of this presentation is to inform the Council about the proposed scope of work and budget for the first phase of the Expanded Guest Moorage and Bulkhead Replacement project and to seek Council approval for an agreement with Moffatt & Nichol Engineers for providing engineering, design and permitting services for this project.

Suggested motion: “I move that the City Council approve the agreement with Moffatt & Nichol Engineers to provide consulting and preliminary design services for the Expanded Guest Moorage/Bulkhead Replacement Project – Phase 1, in the amount of \$345,413 plus a contingency of \$34,541, (10%), for a total authorization of \$379,954, and authorize the City Manager to sign the agreement, substantially in the form as submitted.”

B. Background

The creosote timber bulkhead that separates the upland areas of the Marina from the basin is nearing the end of its useful life. The Marina Comprehensive Master plan calls for replacing the timber bulkhead in several phases over the next decade. During the Master Plan process, discussions about the alternatives for the guest moorage area assumed that the timber bulkhead in the guest moorage area would have to be replaced entirely, regardless of the final configuration of the basin.

The Des Moines Marina has 1,800 lineal feet of guest moorage that is allocated on a first-come-first-served basis during the boating season, (May through December). During the off-season, the guest moorage area is used for the Marina’s Winter Moorage Program, under which most of the area is rented on a monthly basis. During the summer, the guest moorage area is usually filled to capacity, and during the peak of the boating season, the guest moorage area is typically

over capacity and customer are consistently turned away. Annual guest moorage revenues have increased steadily from about \$57,000 in 1994 to \$104,700 this last season. Part of the increase is due to increased usage, and some of the increase is the result of increases in guest moorage rates. During the off-season, the winter moorage program is typically sold out and generates approximately \$40,000 in annual revenue. The operating expenses associated with the guest moorage and winter moorage programs are low compared to the operating expenses for the fuel dock or the launching services.

C. Discussion

Boating trends discussed in the Comprehensive Marina Master Plan indicate “destination cruising” is the fastest growing segment of the recreational boating industry and that there will be increasing demand among boaters for larger and more comfortable guest moorage facilities. The reduction in fishing opportunities and changing demographics are the primary reasons for this trend. Studies done by the State of Washington and the Northwest Marine Trade Association show that guest moorage fees are becoming one of the most significant sources of revenue for marinas around the Sound. Further, the studies showed that “destination boaters” spent money on food, miscellaneous supplies and entertainment while on their trips that created economic benefits that extended beyond the marinas to local business districts. One of the core recommendations of the Marina Master Plan is that the Marina should expand the guest moorage area to take advantage of this growing trend, and change some internal operations and expand marketing efforts to attract more cruising families and boating clubs to the Marina.

Preliminary studies of the guest moorage facility during the master plan process produced a design that expands the guest moorage area into the north parking lot. This design increased moorage space from 1,800 lineal feet to 3,200 lineal feet, created in-water queuing area for launching activities which would be moved to a location south of the office building, provided open space to the north and east of the guest moorage basin and left enough space north of the existing office building for a small commercial building.

The project outlined in Moffatt & Nichol’s scope and fee proposal would develop the Master Plan concept to a sufficient level of detail so that we can properly scope and estimate the level of effort required to complete the final design and prepare the construction documents, obtain all the necessary permits and provide construction support. Work will be summarized in a Preliminary Design Report that will include alternative layouts for the guest moorage area, an analysis of constructability and financial feasibility, impacts to boat traffic in the Marina and impacts to wave protection in the entrance area. The report would also include preliminary layouts for the utility systems for the guest moorage and the boat launching areas and preliminary designs for the hardscape and landscaping for the promenade and other public areas.

D. Alternatives

Alternative 1. Accept the recommendation of the Municipal Facilities Committee approve the contract with Moffatt & Nichol Engineers for preliminary design, engineering and permitting work for the Expanded Guest Moorage/Bulkhead Replacement Project.

Alternative 2. Decline to accept the proposal from Moffatt & Nichol Engineers and direct staff to work with the Municipal Facilities Committee or the full Council to develop other alternatives.

E. Financial Impact

This project was included in the first phase of the Marina Master Plan, which will be funded by the bonds issued in December of 2003.

The total project consists of three phases;

Phase 1 - Concept Refinement

Phase 2 – Final Design Development/Construction Documents

Phase 3 – Construction Support

The total amount budgeted for all three phases of this project is \$685,000. Staff is requesting authorization to spend \$345, 413, (plns a contingency of 10% if needed) on the first phase.

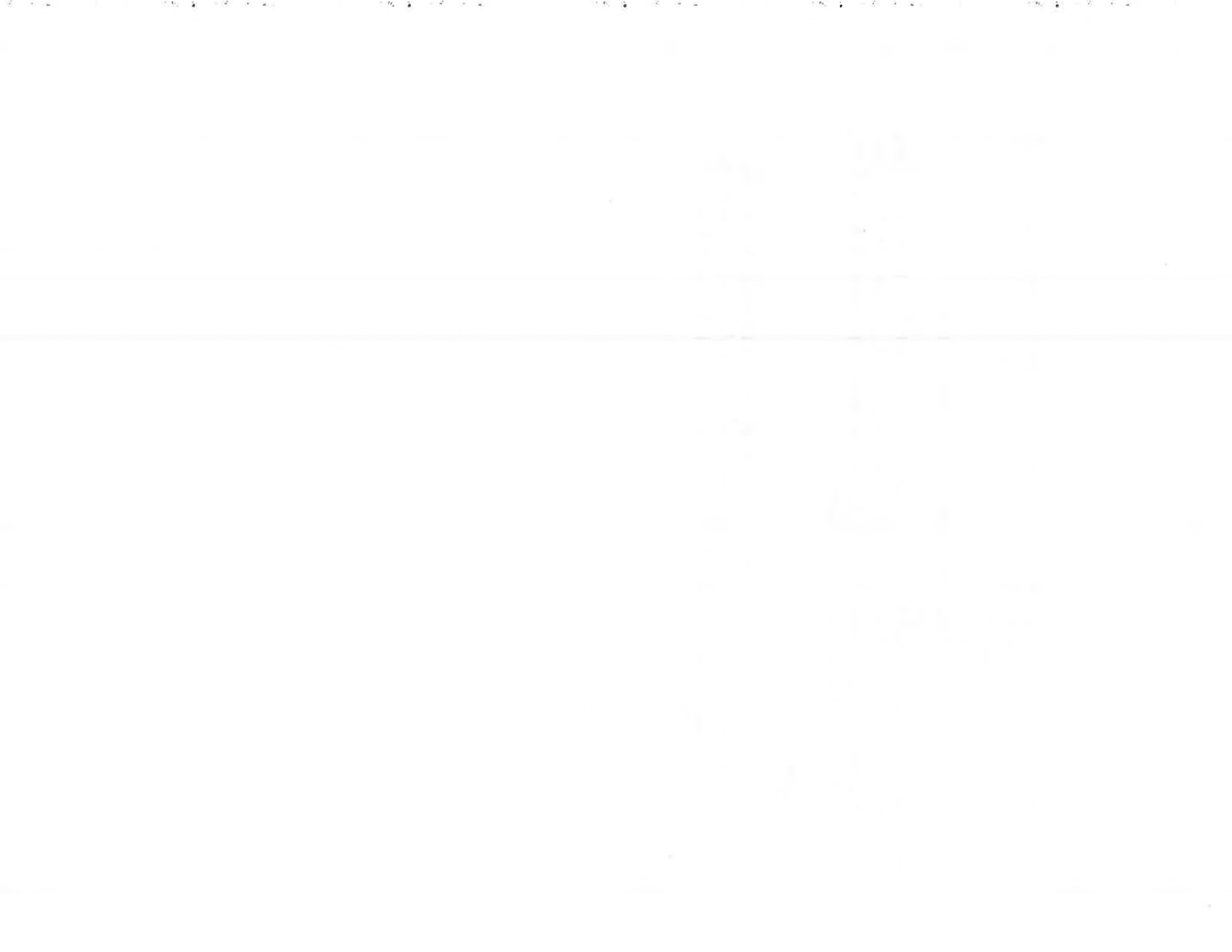
Discussions with the Consultant indicate that the remaining budget, approximately \$340,000, will be enough to complete the remaining phases of the project.

F. Recommendation

The staff recommends that the full Council accept the recommendation of the Municipal Facilities Committee approve the contract with Moffatt & Nichol Engineers for preliminary design, engineering and permitting work for the Expanded Guest Moorage/Bulkhead Replacement Project.

G. Concurrence

Municipal Facilities Committee.
City Attorneys Office



**CONTRACT FOR DESIGN AND ENGINEERING SERVICES
BETWEEN THE CITY OF DES MOINES AND MOFFATT & NICHOL ENGINEERS**

THIS CONTRACT is made and entered into this ____th day of December, 2003, by and between the CITY OF DES MOINES, Washington, hereinafter called the "City", and MOFFATT & NICHOL, ENGINEERS, hereinafter called the "Consultant".

WHEREAS, the City has requested assistance in providing design, engineering and permitting services for the EXPANDED GUEST MOORAGE AND BULKHEAD REPLACEMENT PROJECT, hereinafter called the "Project", including but not limited to charges for, payments received by, and work products prepared by Moffatt & Nichol Engineers, the firm that contracted with the City to serve as "Consultant" on the Project; and

WHEREAS, Consultant has agreed to provide design, engineering and permitting services and is qualified to provide and perform the services described in this Agreement;

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

1. Scope of Service. The Consultant shall provide the following services identified in the Scope of Work and Fee Proposal for Des Moines Marina Expanded Guest Moorage / Bulkhead Replacement – Phase 1 which is attached to this document as "Exhibit A" and shall be considered part of this contract.

Under Tab No. 1 – Scope of Work. All tasks listed under the heading "Phase 1 Concept Refinement" on pages 2 through 6.

Under Tab No. 1 – Scope of Work. The "Numerical Wave Modeling" portion of Option B.2.h - Numerical Modeling of Waves, Water Quality and Shoaling, listed on page 7.

All work is to be done in accordance with City of Des Moines, County and State laws, which are by this reference incorporated herein and made part hereof, and Consultant shall perform any additions, as negotiated, to the work provided under this Contract and every part thereof.

2. Consultant's Obligations. That all labor, materials, tools, software, equipment, utilities, services, and all other things necessary or required in the satisfactory performance of the work shall be furnished by the Consultant and the Contract performed and completed under the supervision of and subject to the approval of the City or its authorized representatives.

3. Ownership and Use of Records and Documents. Consultant shall provide the City with IBM compatible, compact disc copies of all original text documents and reports using Microsoft Word, drawings and design documents using AutoCAD and cost estimates using Microsoft Excel developed under this Agreement, which shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the

Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent, or otherwise.

All data, documents, and files created by Consultant under this Agreement may be stored at the Consultant's office in Seattle, Washington. Consultant shall make such data, documents, and files available for review by the City upon its request at all reasonable times for the purpose of editing, modifying, and updating as necessary until such time as the City is capable of storing such information in the City's offices. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost. Only those documents required under signature and seal of the engineer of record will be available for bid and construction.

Any use or reuse of the documents, data, and files created by Consultant for the City on this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

4. Compensation. In consideration for the complete and faithful performance of the Contract, the Consultant shall be paid as follows: Excepting reimbursables, additional services pre-approved by the City, and/or changes and modifications necessitated or agreed upon as provided in the Contract, the City Council has authorized payment to Consultant of:

Payment shall be made in the total amount of \$312,533 for the tasks listed as "Phase 1, Concept Refinement" in Exhibit A under Tab No. 1 - Scope of Work, (pages 2 through 6). The Consultant shall bill the City monthly using the values for each of the tasks that are listed in the fee summary table found in Exhibit A under Tab No. 2 – Fees, (pg 1), to calculate full or partial payments that are due for each task. Partial payments shall be calculated by multiplying the total value of the task by the completion percentage, as determined by the Consultant, subject to the approval of the City.

Payment shall be made in the total amount of \$32,880 for the task listed as the "Numerical Wave Modeling" portion of Option B.2.h, in Exhibit A under Tab No. 1 – Scope of Work, page 7. The Consultant shall bill the City monthly for this task using the value shown above, (\$32,880). Partial payments for this task shall be calculated by multiplying this amount by the completion percentage as determined by the Consultant, subject to the approval of the City.

Total payments under this contract shall not exceed \$345,413.

The Consultant shall submit invoices in the amounts set forth in the fee summary table found in Exhibit A under Tab No. 2 – Fees, (pg 1), monthly for tasks accomplished, in a form as directed by the City's authorized representative(s). Invoices shall be paid within thirty (30) days of receipt. Invoices left unpaid beyond 30 days of receipt of invoice shall be subject to a monthly interest rate of 1 %. Reimbursables, standard hourly rates, and additional services shall be as outlined in the fee proposal.

5. Term. The term of this Contract shall be one hundred and eighty, (180), days from the date of execution. This Contract may be extended upon written agreement of both parties. Within 10 days of execution of this contract the City and Consultant will jointly establish and abide by a schedule, under which the work and services described in this Contract will be performed and completed. It is the responsibility of both City and Consultant to maintain the schedule, unless changes are agreed upon by both parties. This Contract may be terminated by the City on thirty (30) days notice for the Consultant's failure to perform services outlined in the schedule.

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

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

8. **Assignment.** This Contract may not be assigned or otherwise transferred by either party hereto.

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

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

11. **Indemnification / Hold Harmless.** Consultant shall indemnify and hold the City, officials, employees and volunteers harmless from any and all damages, including attorney fees, caused by the negligent acts, errors or omissions of the Consultant in performance of the professional services of this Agreement. The City shall hold the Consultant harmless from any and all damages caused by the negligence of the City.

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

a) Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on the Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors personal injury and advertising injury.

The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

b) Minimum Amount of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$100,000 per claim and \$1,000,000 policy aggregate limit.

c) Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

d) Acceptability of Insurers

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

e) Verification of Coverage

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

13. *Dispute Resolution Procedures.*

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

b) ***Venue, Applicable Law and Personal Jurisdiction.*** All questions related to this Contract shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Contract, such action shall be instituted in the King County Superior Court. The parties each consent to the personal jurisdiction of such court. Except as otherwise provided by law, it is expressly understood that neither party can institute any legal action against the other based on this Contract until the parties have exhausted the mediation and arbitration procedures required by the previous paragraph.

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

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

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

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

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

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

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

CITY OF DES MOINES

By _____
Its _____

22307 Dock Ave. South

Des Moines, WA 98198

Dated _____

MOFFATT & NICHOL ENGINEERS

By _____
Its _____

710 Second Ave, Suite 720

Seattle, WA 98104

Dated _____

APPROVED AS TO FORM:

City Attorney

**Scope of Work
and
Fee Proposal**

**For
Des Moines Marina
Expanded Guest Moorage / Bulkhead Replacement
Phase I**

September 29, 2003



September 29, 2003

Joe Dusenbury
City of Des Moines

Des Moines, WA

Subject: Des Moines Marina
Proposal for Expanded Guest Moorage / Bulkhead Replacement
M&N File No. 03243

Dear Joe:

Moffatt & Nichol Engineers is pleased to submit this fee proposal to the City for the continued improvement project at the Des Moines Marina. As described in the Comprehensive Marina Master Plan for the City of Des Moines (January 2001), facilities within the marina require replacement or repair. These areas were identified in the Master Plan and an implementation plan was presented which included Near-Term (1 to 5 years) and Long Term Capital Improvements. The City has reviewed the projects and prioritized them.

The areas to be completed as part of the Near Term improvements include the following:

- Expanded Guest Moorage
- Bulkhead Replacement for the marina basin
- Landscape Improvements to Promenade
- Fuel Dock
- Boat Launch
- Parking for the Dryshed and Dryboat Storage Facilities

The attached Scope of Work was developed to assist the City with the development and design of the above-identified projects. Environmental documents required for the projects are not part of this scope.

Subconsultants for the project include:

Shannon & Wilson, Inc.
Makers Architecture and Urban Design
Worthy and Associates, LLC
Anchor Environmental, LLC
Wood/Harbinger, Inc.

As described in the attached Scope of Work (Exhibit 1), the project will be approached in phases. Phase 1 will be Concept Refinement, Phase 2 will be Design Development/ Construction Documents and Phase 3 will be Construction Support. This proposal is to



complete the tasks required for Phase 1 which will refine the concepts for the project elements and provide preliminary designs that can be used for estimating construction costs.

We have structured the cost proposal to include a base proposal with options. The optional tasks are separate from the base scope of work because of their high cost and unknown agency requirements. The optional tasks would serve to supplement the design refinement effort and/or satisfy the permit agencies concerns at a later time. The resource agencies will be contacted during Phase 1 work and based on these discussions we will be able to estimate what is required to obtain the necessary permits from each agency. Proceeding in this manner saves time and money should the resource agencies have other concerns about the project that we have not considered in preparing this scope of work.

We propose to provide the described services on a Time and Materials basis in accordance with the attached spreadsheet (Exhibit 2) and agree not to exceed a budget amount of \$312,533.00 for the base proposal without prior written agreement. The Optional Task Items may be added by addendum either during Phase 1, should we come to know the agencies concerns sooner rather than later, or they can be accomplished during Phase 2 if necessary.

We estimate that a majority of this work will be completed within 12 to 14 weeks from receipt of Notice to Proceed (NTP). The intent of the design team is to begin Phase 2 work by no later than March 2004 based on a NTP of November 1, 2003 for Phase 1 work.

Thank you for the opportunity to offer our services on this very impressive project, and we look forward to assisting you and the City. Should you have any questions or comments on this proposal, please contact Mike Hemphill or me at (206) 622-0222.

Sincerely,

MOFFATT & NICHOL ENGINEERS

Thomas J. McCollough, PE
Vice President

Attachments

DES MOINES MARINA PHASE I SCOPE OF WORK

Expanded Guest Moorage/Bulkhead Replacement

BACKGROUND

As described in the Comprehensive Marina Master Plan for the City of Des Moines (January 2001), facilities within the marina require replacement or repair. Areas were identified in the Master Plan and an implementation plan was presented that included Near-Term (1 to 5 years) and Long Term Capital Improvements. The City has reviewed the projects and prioritized them.

The areas to be completed as part of the Near Term improvements include the following:

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The following Scope of Work was developed to assist the City with the development and design of the above identified projects. Environmental documents required for the projects are to be prepared by the City and not part of this scope.

SCOPE OF WORK

Using the Master Plan as a basis for the work, and based on conversations with City Planning Staff (J. Dusenbury), we propose a phased approach in developing a scope and budget for this project:

- | | |
|-----------------|---|
| Phase 1: | Concept Refinement |
| Phase 2: | Design Development/Construction Documents |
| Phase 3: | Construction Support |

At this time we have a detailed scope for Phase 1 only, which is needed to develop the designs to a sufficient level of detail so that we may properly scope and estimate the level of effort required to complete Design (Phase 2) and Provide Construction Support (Phase 3). Work will be summarized in a Preliminary Design Report, which will include alternative layouts for the guest moorage area, impacts to boat traffic/congestion in the entrance area and wave protection for the marina entrance area, utility systems for the Guest Moorage area and Boat Launching facilities, and landscape and hardscape (preliminary design) for the promenade and other public areas.

We have structured the cost proposal to include a base proposal with options. The optional tasks are separate from the base scope because of their high cost and unknown agency requirements. The optional tasks are also flagged (with zero cost) within the main scope of work.

Phase 1 Concept Refinement

A. **Kick-off Meeting:** (Key City, Marina and Consultant Staff): Prepare for and attend meeting with team members to discuss the following:

1. Define/Confirm roles, responsibilities and boundaries
2. Verify Critical Success Factors
3. Confirm project goals and objectives
4. Confirm Key Issues
5. Establish how we will work together & make decisions
6. Exchange information on existing conditions, background, history

B. **Gather Background Information and Supplemental Studies:** Data to be collected will include tides, currents, wind and wave data, as-built drawings for existing marina facilities including utilities (water, electrical, sewer) and any geotechnical data that may be available from the City or previous construction projects at the site. Information will be used to facilitate development of marina base map and design criteria. Supplemental engineering studies will also be conducted in order to obtain additional data for final design and to refine design criteria and alternatives for the marina improvements.

1. Master Plan-Project Overview

- a. Master Plan Opportunities & Constraints: Complete a general review of the engineering constraints affecting marina layouts in Des Moines Marina.
- b. Existing Site Survey: Review reference surveys provided by the City and conduct a site visit to ascertain whether additional information is required.
- c. Existing Bathymetry Survey: Review reference bathymetric surveys provided by the City and ascertain whether additional information is required.
- d. Existing Geotechnical Information: Reference data provided by the City during Dry Stack Boat Storage Project lacks sufficient information to perform engineering design. Additional field exploration program is proposed in order to define the subsurface soils (See Shannon & Wilson Proposal – Attachment A).
- e. Hazardous/Toxic Waste Information: Based on information provided by the City, summarize past and present site uses including activities such as the fuel dock and boat repair.
- f. SEPA and Permit Process Issues (See Shannon & Wilson Proposal – Attachment B).
- g. Resource Agency Requirements: Identify permits, approvals and requirements of local, state and federal regulatory agencies, and coordinate with agencies and the City as necessary to conform to their requirements, rules and regulations. (See Shannon & Wilson Proposal – Attachment B).

- h. Public access requirements (See Makers Proposal – Attachment C).
- i. Wind & Wave climate: We will investigate the wave exposure at the site and perform statistical analysis of available historic storm records to develop a preliminary design basis for the marina entrance and interior basin wave protection. Calculate preliminary design wind and wave conditions for the site using data collected.
- j. Electrical System Upgrade Project status.
- k. Dry Stack Storage Project coordination.
- l. Identify Biological Resources (see Shannon & Wilson Proposal – Attachment B).

2. Expanded Guest Moorage

- a. Particulars of Boats to be accommodated: Based on our review of the Master Plan and information obtained from the City, we will determine the maximum number of boats that can safely be accommodated in the expanded guest moorage area.
- b. Wind and Wave Climate: Collect wind data to perform hindcast calculations of the wave climate offshore from Des Moines Marina. Use the hindcast calculation to determine wave heights, incorporating refraction, diffraction, and shoaling effects, at various locations near the proposed breakwater. This work will be accomplished using methods outlined in the Shore Protection Manual (SPM, 1984).
- c. Maintenance dredging history: Review existing data provided by City for disposal options (see Anchor Environmental proposal – Attachment E).
- d. Sediment test results (Optional – see Shannon & Wilson Proposal – Attachment A – Task 5)
- e. Sediment disposal options (see Anchor Environmental Proposal – Attachment E)
- f. Utility service requirements (See Wood/Harbinger Proposal – Attachment F).
- g. Security Requirements
- h. Numerical Model of Waves, Water Quality and Shoaling (Optional): As an option to the work for this phase, perform numerical modeling to investigate wave transmission into the marina. The purpose of the work is to guide the marina design, particularly with regard to the breakwater, so that wave transmission into the marina is minimized (See M&N Numerical Modeling Proposal – Attachment D). In addition, numerical modeling effort to investigate water quality (circulation modeling) and sedimentation within the Marina may also be included in this optional task. The numerical modeling is not part of the base proposal.

3. Bulkhead Replacement

- a. Condition of Existing Bulkhead: Review existing inspection report, visually verify report findings, document other conditions, and make recommendations for additional inspection if warranted.
 - b. Soils profile: To be provided as part of Task 4 below (See Shannon & Wilson Proposal – Attachment A).
 - c. Utility Service Requirements (See Wood/Harbinger Proposal – Attachment F).
 - d. Promenade and Parks Requirements (See Makers Proposal – Attachment C).
 - e. Parking Requirements
 - f. Landscape Requirements (See Worthy & Associates Proposal – Attachment G).
 - g. Existing Fuel Tank and Piping Location (See Wood/Harbinger Proposal – Attachment F).
 - h. Potable Water System (See Wood/Harbinger Proposal – Attachment F).
4. Geotechnical Field Investigation: Provide appropriate geotechnical recommendations for the project design, subsurface conditions along the existing and proposed bulkhead alignment and the guest moorage area. Perform field exploration program to collect additional subsurface data. The subsurface conditions disclosed by the field explorations will be used to perform geotechnical engineering studies and develop geotechnical recommendations for the bulkhead design, pile installation for new docks, new breakwater stability, settlement, and placement, and other proposed improvements. (See Shannon & Wilson Proposal – Attachment A). (Optional over-water investigations may be added to this task: see Shannon & Wilson Proposal – Attachment A – Task 3).
5. Topographic & Bathymetric survey update (Optional): Based on the results of the field review and review of existing utility plans, a survey and/or underground utility locates of the area may be necessary to document the elevations and alignments of the streets including curb and gutter, sidewalk, street, medians, catch basins, utility vaults, meter boxes, power poles, etc... We will prepare a scope and fee estimate at a future date if required.
6. Bulkhead condition survey update (Optional): Perform a field investigation along entire length of bulkhead to determine the structural condition of the existing timber piling/lagging and note any shoreline anomalies. This effort would be scheduled to take place on a reasonably low tide during daylight hours. We will prepare a scope and fee estimate at a future date if required.
7. Fuel Dock condition survey update (Optional): Perform a field investigation of the fuel dock to determine serviceability and assess the structural condition of the facility for reuse in the reconfigured guest moorage area.

8. Boat Traffic Circulation and Safety Study (Optional): The purpose of this study is to analyze the impacts of the marina entrance reconfiguration on boat traffic circulation and safety. At this time, we propose this work as an optional study for Phase I. If existing channel widths can be maintained, we can assume that impacts to boat traffic circulation is minimal. If a boat traffic study is required to address concerns by local users or others, or if the channel widths are significantly reduced during the design development Phase I to warrant a study for the environmental document, a scope of work is presented in Attachment H for your consideration.
- C. **Develop Preliminary Design:** The Master Plan, prior studies (above), and collected data will be used as the basis for preliminary design. Project elements that are the responsibility of Moffatt & Nichol Engineers include: all waterside facilities including dock system, piling, waterside utilities; perimeter treatment of the marina basin; dry shed and dry stack launch facilities, gangway lighting, gangway design (incl. handicap access), wash down for dry shed patrons, landscaping, and landside restrooms.
1. Master Plan-Project Overview
 - a. Site Circulation (Pedestrian, Automobile, Dry boat storage, Boat Traffic at Entrance)
 - b. Commercial Space (future)
 - c. Park (open) space, to include a conceptual plan for the "Pocket Park" at the base of the existing stairs
 - d. Parking
 - e. Dry storage coordination
 - f. Expanded Guest Moorage coordination
 - g. Bulkhead replacement coordination
 2. Expanded Guest Moorage: We will work with the City to develop marina concepts which achieve the project goals. A maximum of two concept plans will be evaluated and tested to determine value versus cost of implementation. Using this approach at the start of the project facilitates selection of an optimum design and understanding of issues, thereby reducing subsequent preliminary and final design work. Marina concepts will include:
 - a. Basin dredging & disposal
 - b. Breakwater protection
 - c. Dock system layout
 - d. Dock system and guide pile materials
 - e. Dock system utilities
 - f. Fuel Dock reconfiguration (including meeting with the Fire Department)
 - g. Pump-out dock reconfiguration
 - h. Touch-and-go dock reconfiguration
 - i. Dock access brows
 - j. Dock fire protection (dry and wet standpipe systems)
 - k. Dock security

1. Potable Water Reconfiguration

3. Bulkhead Replacement

- a. Bulkhead replacement layout
- b. Bulkhead replacement section
- c. Bulkhead replacement materials
- d. Bulkhead railing
- e. Promenade and landscape coordination
- f. Electrical system upgrade coordination
- g. Utility feeders to docks
- h. Fuel Tank Piping From Parking Lot to Guest Moorage

D. Evaluate Preliminary Design:

- 1. Constructability
 - a. Construction sequence and schedule.
 - b. Construction cost: We will prepare preliminary estimates of major quantities and opinions of construction costs for the marina and waterfront facilities. Construction costs include demolition, dredging, docks and utilities, bulkhead restoration, and upland facilities. We will work with you to evaluate the proposed alternatives and to determine value versus cost of implementation.
 - c. Construction contract(s) scope and form.
 - d. Resolution of SEPA and permit strategy issues.
- 2. Financial Feasibility.
 - a. Estimates of construction costs will be provided to the City for preparation of the revenue projections and project financial proforma (to be prepared by the City).
- 3. City Staff meetings (Progress Meetings).
 - a. Present findings.
- 4. Preliminary Design Report (PDR).
 - a. Summarize Findings.
 - b. Design Criteria.
 - c. Draft report.
 - d. Final report.
- 5. Municipal Facilities Committee Meeting.
 - a. Present findings.
 - b. Additional refinement as needed.
- 6. City Council Meeting.
 - a. Present findings.

E. Project Management: Management of the subconsultants, review of project budgets and schedule.

Phase 1 Options

The optional tasks identified above are repeated here for clarity.

B.2.d Chemical Testing of Sediments: This study is identified as Task 5 in the Shannon & Wilson Geotechnical Proposal – Attachment A.

B.2.h Numerical Model of Waves, Water Quality and Shoaling: Perform numerical modeling to investigate wave transmission into the marina. The purpose of the work is to guide the marina design, particularly with regard to the breakwater, so that wave transmission into the marina is minimized (See M&N Numerical Modeling Proposal – Attachment D). In addition, numerical modeling effort to investigate water quality (circulation modeling) and sedimentation within the Marina may also be included in this optional task.

B.4 Over-Water Field Explorations: This additional geotechnical work is identified as Task 3 in the Shannon & Wilson Geotechnical Proposal – Attachment A.

B.5 Survey: Based on the results of the field review and review of existing utility plans, a survey and/or underground utility locates of the area may be necessary to document the elevations and alignments of the streets including curb and gutter, sidewalk, street, medians, catch basins, utility vaults, meter boxes, power poles, etc... We will prepare a scope and fee estimate at a future date if required.

B.6 Bulkhead condition survey: Perform a field investigation along entire length of bulkhead to determine the structural condition of the existing timber piling/lagging and note any shoreline anomalies. This effort would be scheduled to take place on a reasonably low tide during daylight hours. We will prepare a scope and fee estimate at a future date if required.

B.7 Fuel Dock condition survey: Perform a field investigation of the fuel dock to determine serviceability and assess the structural condition of the facility for reuse in the reconfigured guest moorage area.

B.8 Boat Traffic Study: The purpose of this study is to analyze the impacts of the marina entrance reconfiguration on boat traffic circulation and safety. At this time, we propose this work as an optional study for Phase I. If existing channel widths can be maintained, we can assume that impacts to boat traffic circulation is minimal. If a boat traffic study is required to address concerns by local users or others, or if the channel widths are significantly reduced during the design development Phase I to warrant a study for the environmental document, a scope of work is presented in Attachment H for your consideration.

**Des Moines Marina
Expanded Guest Moorage / Bulkhead Replacement**

EXHIBIT 2
Phase I Fee

SUMMARY															
TASK	DESCRIPTION	Moffatt & Nichol		Anchor Env.		Worthy		Wood Harbinger		Makers		Shannon & Wilson		TOTAL	
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
A	Kick-off Meeting	14	\$1,884	4	\$580	22	\$1,886	7	\$805	8	\$1,000	12	\$1,382	67	\$7,337
B	Gather Background Information	252	\$30,304	2	\$290	18	\$1,116	62	\$6,490	12	\$950	309	\$30,519	655	\$69,669
C	Develop Preliminary Design	527	\$60,796	0	\$0	38	\$3,032	220	\$21,110	108	\$9,630	209	\$21,862	1,102	\$116,420
D	Evaluate Preliminary Design	360	\$42,582	26	\$3,600	43	\$3,299	134	\$13,571	0	\$0	150	\$16,358	713	\$79,410
E	Project Management	68	\$9,524	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	68	\$9,524
LABOR TOTALS		1,221	\$145,090	32	\$4,470	121	\$9,133	423	\$41,976	128	\$11,580	680	\$70,111	2,605	\$282,360
DIRECT EXPENSES			\$900		\$40		\$150		\$400		\$0		\$13,542		\$15,032
MNE MARKUP ON SUBS (10%)			\$15,140												\$15,140
PROJECT TOTAL			\$161,130		\$4,510		\$9,283		\$42,376		\$11,580		\$83,653		\$312,533
OPTIONS															
B.2.h	Numerical Model: Waves, WQ and Shoaling	480	\$65,760											480	\$65,760
B.5	Survey (allowance)		\$25,000											0	\$25,000
B.6	Bulkhead Condition Survey (allowance)		\$10,000											0	\$10,000
B.7	Fuel Dock Condition Survey (allowance)		\$5,000											0	\$5,000
B.8	Boat Traffic Study	88	\$9,900											88	\$9,900
B.4	Over-Water Field Explorations											60	\$4,914	60	\$4,914
	Direct Expenses												\$17,943		\$17,943
	M&N Markup on Subs		\$2,266												
B.2.d	Chemical Testing											18	\$2,263		
	Direct Expenses												\$1,500		\$1,500
	M&N Markup on Subs		\$378												\$378
PROJECT TOTAL WITH ALL OPTIONS			\$279,452		\$4,510		\$9,283		\$42,376		\$11,580		\$110,274		\$452,926

Des Moines Marina
Expanded Guest Moorage / Bulkhead replacement

Exhibit 2
Phase I Fee

MOFFATT & NICHOL (M&N)

TASK NO	DESCRIPTION	Supr Engineer	Senior Engineer	Engineer III	Engineer II	Engineer I	Drafter	Admin. Assistant	Totals	
		\$163.00	\$152.00	\$137.00	\$124.00	\$105.00	\$75.00	\$68.00	Hours	Dollars
A	Kick-off Meeting	4		8				2	14	\$1,884
B	Gather Background Information									
	1. Master Plan-Project Overview									
	a. Master Plan opportunities & constraints	4		8					12	\$1,748
	b. Existing site survey				4			2	6	\$632
	c. Existing bathymetry				4			2	6	\$632
	d. Existing geotechnical information			2		4		2	8	\$830
	e. HTW information			4		4			8	\$968
	f. SEPA and permit process issues			4		4			8	\$968
	g. Resource agency requirements	4				4			8	\$1,072
	h. Public access requirements			2					2	\$274
	i. Wind and wave climate			4		16			20	\$2,228
	j. Electrical system upgrade project status			8	8			4	20	\$2,360
	k. Dry stack storage project coordination			8				4	12	\$1,368
	l. Identify biological resources								0	\$0
	2. Expanded Guest Moorage									
	a. Particulars of boats to be accommodated			4		16			20	\$2,228
	b. Wind and wave climate			8		24			32	\$3,616
	c. Maintenance Dredge History								0	\$0
	d. Sediment Test Results (OPTIONAL - S&W)								0	\$0
	e. Sediment disposal options			4					4	\$548
	f. Utility service requirements	2		8					10	\$1,422
	g. Security requirements	2		2					4	\$600
	h. Numerical Modeling (OPTIONAL)								0	\$0
	3. Bulkhead Replacement									
	a. Condition of existing bulkhead	4	8	4				2	18	\$2,552
	b. Soils profile					2		2	4	\$346
	c. Utility service requirements			4		4		4	12	\$1,240
	d. Promenade and parks requirements			8				2	10	\$1,232
	e. Parking requirements			4	4				8	\$1,044
	f. Landscape requirements				2				2	\$248
	g. Existing fuel tank			4		4		2	10	\$1,104
	h. Potable water system			4					4	\$548
	4. Geotechnical Field Investigation (S&W)				4				4	\$496
	5. Topographic/Bathymetric Survey (OPTIONAL)								0	\$0
	6. Bulkhead Condition Survey (OPTIONAL)								0	\$0
	7. Fuel Dock Condition Survey (OPTIONAL)								0	\$0
	8. Boat Traffic Study (OPTIONAL)								0	\$0
	SUBTOTAL	16	8	94	26	82	0	26	252	\$30,304
C	Develop Preliminary Design									
	1. Master Plan-Project Overview									
	a. Site circulation			8			8	1	17	\$1,764
	b. Commercial space (future)			4					4	\$548
	c. Park (open) space			4		12		1	17	\$1,876
	d. Parking			8	12		12		32	\$3,484
	e. Dry storage coordination			4				1	5	\$616
	f. Bulkhead replacement coordination					4			4	\$420
	g. Identify impacts to site biological resources					4		1	5	\$488
	h. Develop conceptual mitigation strategies			2		8		1	11	\$1,182
	2. Expanded Guest Moorage									
	a. Basin dredging & disposal			2	8		8		18	\$1,866
	b. Breakwater protection	8	32	16			8		64	\$8,960
	c. Dock system layout				40		40		80	\$7,960
	d. Dock system and guide pile materials	4	8	8				4	24	\$3,235
	e. Dock system utilities			8					8	\$1,096
	f. Fuel dock reconfiguration (incl mtg w/FD)	4		8			8		20	\$2,348
	g. Pump-out dock reconfiguration			4			8		12	\$1,148
	h. Touch-and-go dock reconfiguration			4			8		12	\$1,148
	i. Dock access brows	4		8	24		8		44	\$5,324
	j. Dock fire protection			4					4	\$548
	k. Dock security	4		4				4	12	\$1,472
	l. Potable water reconfiguration	4		4				4	12	\$1,472
	3. Bulkhead Replacement									
	a. Bulkhead replacement layout		16	2			16	4	38	\$4,178
	b. Bulkhead replacement section	4	16	2			8	4	34	\$4,230
	c. Bulkhead replacement materials		8	2				4	14	\$1,762
	d. Bulkhead railing			2				4	6	\$546
	e. Promenade and landscape furnishing			2					2	\$274
	f. Electrical system upgrade coordination			2			4		6	\$574
	g. Utility feeders to docks			2					2	\$274
	h. Fuel tank piping (incl. mtg w/FD)			2	8		8	2	20	\$2,002
	SUBTOTAL	32	80	116	92	28	144	35	527	\$60,796

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**Des Moines Marina
Expanded Guest Moorage / Bulkhead Replacement**

EXHIBIT 2
Phase I Fee

MOFFATT & NICHOL (M&N) - OPTIONS

OPTION NO	DESCRIPTION	Supr Engineer	Senior Engineer	Engineer III	Engineer II	Engineer I	Drafter	Admin. Assistant	Totals	
		\$163.00	\$152.00	\$137.00	\$124.00	\$105.00	\$75.00	\$68.00	Hours	Dollars
B.2.h	Numerical Model: Waves, WQ and Shoaling									
	Set Up Grd and Run Wave Model			240					240	\$32,880
	Run Water Quality Model			120					120	\$16,440
	Analyze Sedimentation			120					120	\$16,440
B.5	Survey (allowance)									\$25,000
B.6	Bulkhead Condition Survey (allowance)									\$10,000
B.7	Fuel Dock Condition Survey (allowance)									\$5,000
B.8	Boat Traffic Study	16		16		30	26		88	\$9,900

TOTAL

\$115,660

ANCHOR ENVIRONMENTAL, L.L.C.

TASK NO	DESCRIPTION	Principal Engineer	Consulting Engineer	Staff Engineer	Senior Designer	Designer	Project Assistant	Admin. Assistant	Totals	
		\$165.00	\$145.00	\$60.00	\$85.00	\$75.00	\$60.00	\$60.00	Hours	Dollars
A	Kick-off Meeting		4						4	\$580
B	Gather Background Information									
	1. Master Plan-Project Overview									
	a. Master Plan opportunities & constraints								0	\$0
	b. Existing site survey								0	\$0
	c. Existing bathymetry								0	\$0
	d. Existing geotechnical information								0	\$0
	e. HTW information								0	\$0
	f. SEPA and permit process issues		2						2	\$290
	g. Resource agency requirements								0	\$0
	h. Public access requirements								0	\$0
	i. Wind and wave climate								0	\$0
	j. Electrical system upgrade project status								0	\$0
	k. Dry stack storage project coordination								0	\$0
	l. Identify biological resources								0	\$0
	2. Expanded Guest Moorage									
	a. Particulars of boats to be accommodated								0	\$0
	b. Wind and wave climate								0	\$0
	c. Maintenance Dredge History								0	\$0
	d. Sediment Test Results (OPTIONAL - S&W)								0	\$0
	e. Sediment disposal options								0	\$0
	f. Utility service requirements								0	\$0
	g. Security requirements								0	\$0
	h. Numerical Modeling (OPTIONAL)								0	\$0
	3. Bulkhead Replacement									
	a. Condition of existing bulkhead								0	\$0
	b. Soils profile								0	\$0
	c. Utility service requirements								0	\$0
	d. Promenade and parks requirements								0	\$0
	e. Parking requirements								0	\$0
	f. Landscape requirements								0	\$0
	g. Existing fuel tank								0	\$0
	h. Potable water system								0	\$0
	4. Geotechnical Field Investigation (S&W)								0	\$0
	5. Topographic/Bathymetric Survey (OPTIONAL)								0	\$0
	6. Bulkhead Condition Survey (OPTIONAL)								0	\$0
	7. Fuel Dock Condition Survey (OPTIONAL)								0	\$0
	8. Boat Traffic Study (OPTIONAL)								0	\$0
	SUBTOTAL	0	2	0	0	0	0	0	2	\$290
C	Develop Preliminary Design									
	1. Master Plan-Project Overview									
	a. Site circulation								0	\$0
	b. Commercial space (future)								0	\$0
	c. Park (open) space								0	\$0
	d. Parking								0	\$0
	e. Dry storage coordination								0	\$0
	f. Bulkhead replacement coordination								0	\$0
	g. Identify impacts to site biological resources								0	\$0
	h. Develop conceptual mitigation strategies								0	\$0
	2. Expanded Guest Moorage									
	a. Basin dredging & disposal								0	\$0
	b. Breakwater protection								0	\$0
	c. Dock system layout								0	\$0
	d. Dock system and guide pile materials								0	\$0
	e. Dock system utilities								0	\$0
	f. Fuel dock reconfiguration (incl mtg w/FD)								0	\$0
	g. Pump-out dock reconfiguration								0	\$0
	h. Touch-and-go dock reconfiguration								0	\$0
	i. Dock access brows								0	\$0
	j. Dock fire protection								0	\$0
	k. Dock security								0	\$0
	l. Potable Water Reconfiguration								0	\$0
	3. Bulkhead Replacement									
	a. Bulkhead replacement layout								0	\$0
	b. Bulkhead replacement section								0	\$0
	c. Bulkhead replacement materials								0	\$0
	d. Bulkhead railing								0	\$0
	e. Promenade and landscape furnishing								0	\$0
	f. Electrical system upgrade coordination								0	\$0
	g. Utility feeders to docks								0	\$0
	h. Fuel tank piping (incl. mtg w/FD)								0	\$0
	SUBTOTAL	0	0	0	0	0	0	0	0	\$0



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WORTHY AND ASSOCIATES

TASK NO	DESCRIPTION	Principal	Land Architect	Land Des/Cadd	Cienical	Totals	
		\$105.00	\$85.00	\$63.00	\$42.00	Hours	Dollars
A	Kick-off Meeting	6	6	6	4	22	\$1,686
B	Gather Background Information						
	1. Master Plan-Project Overview						
	a. Master Plan opportunities & constraints					0	\$0
	b. Existing site survey					0	\$0
	c. Existing bathymetry					0	\$0
	d. Existing geotechnical information					0	\$0
	e. HTW information					0	\$0
	f. SEPA and permit process issues					0	\$0
	g. Resource agency requirements					0	\$0
	h. Public access requirements					0	\$0
	i. Wind and wave climate					0	\$0
	j. Electrical system upgrade project status					0	\$0
	k. Dry stack storage project coordination					0	\$0
	l. Identify biological resources					0	\$0
	2. Expanded Guest Moorage						
	a. Particulars of boats to be accommodated					0	\$0
	b. Wind and wave climate					0	\$0
	c. Maintenance Dredge History					0	\$0
	d. Sediment Test Results (OPTIONAL - S&W)					0	\$0
	e. Sediment disposal options					0	\$0
	f. Utility service requirements					0	\$0
	g. Security requirements					0	\$0
	h. Numerical Modeling (OPTIONAL)					0	\$0
	3. Bulkhead Replacement						
	a. Condition of existing bulkhead					0	\$0
	b. Soils profile					0	\$0
	c. Utility service requirements					0	\$0
	d. Promenade and parks requirements	1	1	2	4	8	\$484
	e. Parking requirements					0	\$0
	f. Landscape requirements	1	2	3	4	10	\$632
	g. Existing fuel tank					0	\$0
	h. Potable water system					0	\$0
	4. Geotechnical Field Investigation (S&W)					0	\$0
	5. Topographic/Bathymetric Survey (OPTIONAL)					0	\$0
	6. Bulkhead Condition Survey (OPTIONAL)					0	\$0
	7. Fuel Dock Condition Survey (OPTIONAL)					0	\$0
	8. Boat Traffic Study (OPTIONAL)					0	\$0
	SUBTOTAL	2	3	5	8	18	\$1,116
C	Develop Preliminary Design						
	1. Master Plan-Project Overview						
	a. Site circulation					0	\$0
	b. Commercial space (future)					0	\$0
	c. Park (open) space	6	4	8	1	19	\$1,516
	d. Parking					0	\$0
	e. Dry storage coordination					0	\$0
	f. Bulkhead replacement coordination					0	\$0
	g. Identify impacts to site biological resources					0	\$0
	h. Develop conceptual mitigation strategies					0	\$0
	2. Expanded Guest Moorage						
	a. Basin dredging & disposal					0	\$0
	b. Breakwater protection					0	\$0
	c. Dock system layout					0	\$0
	d. Dock system and guide pile materials					0	\$0
	e. Dock system utilities					0	\$0
	f. Fuel dock reconfiguration (incl mtg w/FD)					0	\$0
	g. Pump-out dock reconfiguration					0	\$0
	h. Touch-and-go dock reconfiguration					0	\$0
	i. Dock access brows					0	\$0
	j. Dock fire protection					0	\$0
	k. Dock security					0	\$0
	l. Potable water reconfiguration					0	\$0
	3. Bulkhead Replacement						
	a. Bulkhead replacement layout					0	\$0
	b. Bulkhead replacement section					0	\$0
	c. Bulkhead replacement materials					0	\$0
	d. Bulkhead railing					0	\$0
	e. Promenade and landscape furnishing	6	4	8	1	19	\$1,516
	f. Electrical system upgrade coordination					0	\$0
	g. Utility feeders to docks					0	\$0
	h. Fuel tank piping (incl. mtg w/FD)					0	\$0
	SUBTOTAL	12	8	16	2	38	\$3,032

WORTHY AND ASSOCIATES

TASK NO	DESCRIPTION	Principal	Land Architect	Land Des/Cadd	Clerical	Totals	
		\$105.00	\$85.00	\$63.00	\$42.00	Hours	Dollars
D	Evaluate Preliminary Design						
	1. Constructability						
	a. Construction sequence and schedule	2			1	3	\$252
	b. Construction cost		2			2	\$170
	c. Construction contract(s) scope and form	2			1	3	\$252
	d. SEPA and permit strategy					0	\$0
	2. Financial Feasibility						
	a. Revenue projections & Financial Performance (M&N assist City)					0	\$0
	3. City Staff meetings (Progress Meetings)						\$0
	a. Present findings	3		2	2	7	\$525
	4. Preliminary Design Report (PDR)						
	a. Summarize findings					0	\$0
	b. Design criteria					0	\$0
	c. Draft report	6		4	3	13	\$1,098
	d. Final report	2			1	3	\$252
	5. Municipal Facilities Committee Meeting						
	a. Present findings	2		2	2	6	\$420
	b. Additional refinement as needed					0	\$0
	6. City Council Meeting						\$0
	a. Present findings	2		2	2	6	\$420
	SUBTOTAL	19	2	10	12	43	\$3,299
E	Project Management						
	TOTAL HOURS	39	19	37	26	121	
	TOTAL LABOR	\$4,095	\$1,615	\$2,331	\$1,092		\$9,133
	Direct Expenses						
	Mileage						\$72
	Reproduction / Plotting / Printing						\$44
	Postage / Courier						\$34
	Travel (airfare, lodging, meals)						
	Telephone / Fax						
	Photographic Processing						
	Miscellaneous / Other						
	TOTAL EXPENSES						\$150
	PROJECT TOTAL						\$9,283

WOOD/HARBINGER

TASK NO	DESCRIPTION	Principal	Project Manager	Sr Mech Engineer	Fire Prot Engineer	Sr Elec Engineer	Electrical Engineer	Cadd Drafter	Typing/ Clerical	Totals	
		\$145.00	\$115.00	\$115.00	\$84.00	\$105.00	\$94.00	\$61.00	\$47.00	Hours	Dollars
A	Kick-off Meeting		7							7	\$805
B	Gather Background Information										
	1. Master Plan-Project Overview										
	a. Master Plan opportunities & constraints									0	\$0
	b. Existing site survey			16	8		8		1	33	\$3,311
	c. Existing bathymetry									0	\$0
	d. Existing geotechnical information									0	\$0
	e. HTW information									0	\$0
	f. SEPA and permit process issues									0	\$0
	g. Resource agency requirements									0	\$0
	h. Public access requirements									0	\$0
	i. Wind and wave climate									0	\$0
	j. Electrical system upgrade project status	2	1	8	4				1	16	\$1,708
	k. Dry stack storage project coordination									0	\$0
	l. Identify biological resources									0	\$0
	2. Expanded Guest Moorage										
	a. Particulars of boats to be accommodated									0	\$0
	b. Wind and wave climate									0	\$0
	c. Maintenance Dredge History									0	\$0
	d. Sediment Test Results (OPTIONAL - S&W)									0	\$0
	e. Sediment disposal options									0	\$0
	f. Utility service requirements	2	1	6			4			13	\$1,471
	g. Security requirements									0	\$0
	h. Numerical Modeling (OPTIONAL)									0	\$0
	3. Bulkhead Replacement										
	a. Condition of existing bulkhead									0	\$0
	b. Soils profile									0	\$0
	c. Utility service requirements									0	\$0
	d. Promenade and parks requirements									0	\$0
	e. Parking requirements									0	\$0
	f. Landscape requirements									0	\$0
	g. Existing fuel tank									0	\$0
	h. Potable water system									0	\$0
	4. Geotechnical Field Investigation (S&W)									0	\$0
	5. Topographic/Bathymetric Survey (OPTIONAL)									0	\$0
	6. Bulkhead Condition Survey (OPTIONAL)									0	\$0
	7. Fuel Dock Condition Survey (OPTIONAL)									0	\$0
	8. Boat Traffic Study (OPTIONAL)									0	\$0
	SUBTOTAL	4	2	30	12	0	12	0	2	62	\$6,490
C	Develop Preliminary Design										
	1. Master Plan-Project Overview										
	a. Site circulation									0	\$0
	b. Commercial space (future)									0	\$0
	c. Park (open) space									0	\$0
	d. Parking									0	\$0
	e. Dry storage coordination									0	\$0
	f. Bulkhead replacement coordination	2	8	8	6					24	\$2,634
	g. Identify impacts to site biological resources									0	\$0
	h. Develop conceptual mitigation strategies									0	\$0
	2. Expanded Guest Moorage										
	a. Basin dredging & disposal									0	\$0
	b. Breakwater protection									0	\$0
	c. Dock system layout									0	\$0
	d. Dock system and guide pile materials									0	\$0
	e. Dock system utilities	1	2	22			8	16		49	\$4,633
	f. Fuel dock reconfiguration (incl mtg w/FD)	1	2	46			10	28		87	\$8,313
	g. Pump-out dock reconfiguration		2	10				8		20	\$1,868
	h. Touch-and-go dock reconfiguration									0	\$0
	i. Dock access brows									0	\$0
	j. Dock fire protection		2		14					16	\$1,406
	k. Dock security									0	\$0
	l. Potable water reconfiguration									0	\$0
	3. Bulkhead Replacement										
	a. Bulkhead replacement layout									0	\$0
	b. Bulkhead replacement section									0	\$0
	c. Bulkhead replacement materials									0	\$0
	d. Bulkhead railing									0	\$0
	e. Promenade and landscape furnishing									0	\$0
	f. Electrical system upgrade coordination						15			16	\$1,504
	g. Utility feeders to docks						8			8	\$752
	h. Fuel tank piping (incl. mtg w/FD)									0	\$0
	SUBTOTAL	4	16	86	20	0	42	52	0	220	\$21,110

[illegible]

Des Moines Marina
Expanded Guest Moorage / Bulkhead replacement

Exhibit 2
Phase I Fee

MAKERS

TASK NO	DESCRIPTION	Hangmire	Lakey	Designer/ Planner	Graphic Support	Totals	
		\$140.00	\$125.00	\$70.00	\$50.00	Hours	Dollars
A	Kick-off Meeting		8			8	\$1,000
B	Gather Background Information						
	1. Master Plan-Project Overview						
	a. Master Plan opportunities & constraints		2	10		12	\$950
	b. Existing site survey					0	\$0
	c. Existing bathymetry					0	\$0
	d. Existing geotechnical information					0	\$0
	e. HTW information					0	\$0
	f. SEPA and permit process issues					0	\$0
	g. Resource agency requirements					0	\$0
	h. Public access requirements					0	\$0
	i. Wind and wave climate					0	\$0
	j. Electrical system upgrade project status					0	\$0
	k. Dry stack storage project coordination					0	\$0
	l. Identify biological resources					0	\$0
	2. Expanded Guest Moorage						
	a. Particulars of boats to be accommodated					0	\$0
	b. Wind and wave climate					0	\$0
	c. Maintenance Dredge History					0	\$0
	d. Sediment Test Results (OPTIONAL - S&W)					0	\$0
	e. Sediment disposal options					0	\$0
	f. Utility service requirements					0	\$0
	g. Security requirements					0	\$0
	h. Numerical Modeling (OPTIONAL)					0	\$0
	3. Bulkhead Replacement						
	a. Condition of existing bulkhead					0	\$0
	b. Soils profile					0	\$0
	c. Utility service requirements					0	\$0
	d. Promenade and parks requirements					0	\$0
	e. Parking requirements					0	\$0
	f. Landscape requirements					0	\$0
	g. Existing fuel tank					0	\$0
	h. Potable water system					0	\$0
	4. Geotechnical Field Investigation (S&W)					0	\$0
	5. Topographic/Bathymetric Survey (OPTIONAL)					0	\$0
	6. Bulkhead Condition Survey (OPTIONAL)					0	\$0
	7. Fuel Dock Condition Survey (OPTIONAL)					0	\$0
	8. Boat Traffic Study (OPTIONAL)					0	\$0
	SUBTOTAL	0	2	10	0	12	\$950
C	Develop Preliminary Design						
	1. Master Plan-Project Overview						
	a. Site circulation					0	\$0
	b. Commercial space (future)					0	\$0
	c. Park (open) space	6	20		12	38	\$4,060
	d. Parking					0	\$0
	e. Dry storage coordination					0	\$0
	f. Bulkhead replacement coordination					0	\$0
	g. Identify impacts to site biological resources					0	\$0
	h. Develop conceptual mitigation strategies					0	\$0
	2. Expanded Guest Moorage						
	a. Basin dredging & disposal					0	\$0
	b. Breakwater protection					0	\$0
	c. Dock system layout					0	\$0
	d. Dock system and guide pile materials					0	\$0
	e. Dock system utilities					0	\$0
	f. Fuel dock reconfiguration (incl mtg w/FD)					0	\$0
	g. Pump-out dock reconfiguration					0	\$0
	h. Touch-and-go dock reconfiguration					0	\$0
	i. Dock access brows					0	\$0
	j. Dock fire protection					0	\$0
	k. Dock security					0	\$0
	l. Potable water reconfiguration					0	\$0
	3. Bulkhead Replacement						
	a. Bulkhead replacement layout					0	\$0
	b. Bulkhead replacement section					0	\$0
	c. Bulkhead replacement materials					0	\$0
	d. Bulkhead railing		14	8	32	54	\$4,230
	e. Promenade and landscape furnishing		4	12		16	\$1,340
	f. Electrical system upgrade coordination					0	\$0
	g. Utility feeders to docks					0	\$0
	h. Fuel tank piping (incl mtg w/FD)					0	\$0
	SUBTOTAL	6	38	20	44	108	\$9,630

TASK NO	DESCRIPTION	Hansmire	Lakey	Designer/ Planner	Graphic Support	Totals	
		\$140.00	\$125.00	\$70.00	\$60.00	Hours	Dollars
D	Evaluate Preliminary Design						
	1. Constructability						
	a. Construction sequence and schedule					0	\$0
	b. Construction cost					0	\$0
	c. Construction contract(s) scope and form					0	\$0
	d. SEPA and permit strategy					0	\$0
	2. Financial Feasibility						
	a. Revenue projections & Financial Performance (M&N assist City)					0	\$0
	3. City Staff meetings (Progress Meetings)						
	a. Present findings					0	\$0
	4. Preliminary Design Report (PDR)						
	a. Summarize findings					0	\$0
	b. Design criteria					0	\$0
	c. Draft report					0	\$0
	d. Final report					0	\$0
	5. Municipal Facilities Committee Meeting						
	a. Present findings					0	\$0
	b. Additional refinement as needed.					0	\$0
	6. City Council Meeting						
	a. Present findings					0	\$0
	SUBTOTAL	0	0	0	0	0	\$0
E	Project Management						
	TOTAL HOURS	6	48	30	44	128	
	TOTAL LABOR	\$640	\$6,000	\$2,100	\$2,640		\$11,580
	Direct Expenses						
	Mileage						
	Reproduction / Plotting / Printing						
	Postage / Courier						
	Travel (airfare, lodging, meals)						
	Telephone / Fax						
	Photographic Processing						
	Miscellaneous / Other						
							\$0
	TOTAL EXPENSES						\$0
	PROJECT TOTAL						\$11,580

SHANNON & WILSON

TASK NO	DESCRIPTION	Project Principal	Sr. Geol / Biologist	Engr / Permit Sp	Staff Engr	Lab Tech	Drafter	Word Process	Clerical	Totals	
		\$207.80	\$136.30	\$194.60	\$74.80	\$66.70	\$62.40	\$72.70	\$62.10	Hours	Dollars
A	Kick-off Meeting		4	8						12	\$1,382
B	Gather Background Information										
	1. Master Plan-Project Overview										
	a. Master Plan opportunities & constraints									0	\$0
	b. Existing site survey									0	\$0
	c. Existing bathymetry									0	\$0
	d. Existing geotechnical information									0	\$0
	e. HTW information									0	\$0
	f. SEPA and permit process issues	2	12	40				1	3	58	\$6,494
	g. Resource agency requirements	2	10	34				1	2	49	\$5,532
	h. Public access requirements									0	\$0
	i. Wind and wave climate									0	\$0
	j. Electrical system upgrade project status									0	\$0
	k. Dry stack storage project coordination									0	\$0
	l. Identify biological resources	1	12	28			3	1	2	47	\$5,156
	2. Expanded Guest Moorage										
	a. Particulars of boats to be accommodated									0	\$0
	b. Wind and wave climate									0	\$0
	c. Maintenance Dredge History									0	\$0
	d. Sediment Test Results (OPTIONAL - S&W)									0	\$0
	e. Sediment disposal options									0	\$0
	f. Utility service requirements									0	\$0
	g. Security requirements									0	\$0
	h. Numerical Modeling (OPTIONAL)									0	\$0
	3. Bulkhead Replacement										
	a. Condition of existing bulkhead									0	\$0
	b. Soils profile									0	\$0
	c. Utility service requirements									0	\$0
	d. Promenade and parks requirements									0	\$0
	e. Parking requirements									0	\$0
	f. Landscape requirements									0	\$0
	g. Existing fuel tank									0	\$0
	h. Potable water system									0	\$0
	4. Geotechnical Field Investigation (S&W)	5	12	27	52	36	8	11	4	155	\$13,337
	5. Topographic/Bathymetric Survey (OPTIONAL)									0	\$0
	6. Bulkhead Condition Survey (OPTIONAL)									0	\$0
	7. Fuel Dock Condition Survey (OPTIONAL)									0	\$0
	8. Boat Traffic Study (OPTIONAL)									0	\$0
	SUBTOTAL	10	46	129	52	36	11	14	11	309	\$30,519
C	Develop Preliminary Design										
	1. Master Plan-Project Overview										
	a. Site circulation									0	\$0
	b. Commercial space (future)									0	\$0
	c. Park (open) space									0	\$0
	d. Parking									0	\$0
	e. Dry storage coordination									0	\$0
	f. Bulkhead replacement coordination									0	\$0
	g. Identify impacts to site biological resources	1	12	64			2	1	2	82	\$8,890
	h. Develop conceptual mitigation strategies	2	12	32			3	1	2	52	\$5,783
	2. Expanded Guest Moorage										
	a. Basin dredging & disposal									0	\$0
	b. Breakwater protection									0	\$0
	c. Dock system layout									0	\$0
	d. Dock system and guide pile materials									0	\$0
	e. Dock system utilities									0	\$0
	f. Fuel dock reconfiguration (incl mtg w/FD)									0	\$0
	g. Pump-out dock reconfiguration									0	\$0
	h. Touch-and-go dock reconfiguration									0	\$0
	i. Dock access brows									0	\$0
	j. Dock fire protection									0	\$0
	k. Dock security									0	\$0
	l. Potable water reconfiguration									0	\$0
	3. Bulkhead Replacement										
	a. Bulkhead replacement layout	4		6	8		3			21	\$2,244
	b. Bulkhead replacement section	4		6	8		3			21	\$2,244
	c. Bulkhead replacement materials	1		6	18		1	4	3	33	\$2,721
	d. Bulkhead railing									0	\$0
	e. Promenade and landscape furnishing									0	\$0
	f. Electrical system upgrade coordination									0	\$0
	g. Utility feeders to docks									0	\$0
	h. Fuel tank piping (incl. mtg w/FD)									0	\$0
	SUBTOTAL	12	24	114	34	0	12	6	7	209	\$21,852

Exhibit 2
Phase I Fee

TASK NO	DESCRIPTION	Project	Sr. Geol /	Engr /	Permit Sp	Staff Engr	Lab Tech	Drafter	Word Process	Clerical	Totals	
		Principal	Biologist									Hours
D	Evaluate Preliminary Design	\$207.80	\$136.30	\$104.60	\$74.80	\$66.70	\$62.40	\$72.70	\$62.10			
	1. Constructability											
	a. Construction sequence and schedule			4	2		2				8	\$693
	b. Construction cost			4							4	\$418
	c. Construction contract(s) scope and form										0	\$0
	d. SEPA and permit strategy										0	\$0
	2. Financial Feasibility											
	a. Revenue projections & Financial Performance (MAN assist City)										0	\$0
	3. City Staff meetings (Progress Meetings)											
	a. Present findings										0	\$0
	4. Preliminary Design Report (PDR)											
	a. Summarize findings	3	3	13			10	4	4	37	\$3,555	
	b. Design criteria	8	2	19			9	6	3	47	\$5,107	
	c. Draft report	11		17			1	1	1	31	\$4,261	
	d. Final report	3		10			5	3	2	23	\$2,324	
	5. Municipal Facilities Committee Meeting											
	a. Present findings										0	\$0
	b. Additional refinement as needed										0	\$0
	6. City Council Meeting											
	a. Present findings										0	\$0
	SUBTOTAL	25	5	67	2	0	27	14	10	150	\$16,355	
E	Project Management											
	TOTAL HOURS	47	79	318	88	36	50	34	28	680		
	TOTAL LABOR	\$9,767	\$10,768	\$33,263	\$6,582	\$2,401	\$3,120	\$2,472	\$1,739		\$70,111	
		Direct Expenses Mileage \$100 Reproduction / Plotting / Printing \$800 Postage / Courier \$200 Travel (airfare, lodging, meals) \$100 Telephone / Fax \$100 Photographic Processing \$0 Dive Equipment Rental \$0 SubContractor (Bulkhead) \$9,214 SubContractor (Over-Land) \$3,028										
	TOTAL EXPENSES	\$13,542										
	PROJECT TOTAL	\$83,653										

**Des Moines Marina
Expanded Guest Moorage / Bulkhead Replacement**

EXHIBIT 2
Phase I Fees

SHANNON & WILSON

OPTION NO	DESCRIPTION	Project Principal	Sr. Geol / Biologist	Engr / Permit Sp	Staff Engr	Lab Tech	Drafter	Word Process	Clerical	Totals	
		\$207.80	\$136.30	\$104.60	\$74.80	\$66.70	\$62.40	\$72.70	\$62.10	Hours	Dollars
4	Over-Water Field Explorations	1	2	11	24	15		5	2	60	\$4,914
							Direct Expenses				\$17,943
5	Chemical Testing		12	6						18	\$2,263
							Direct Expenses				\$1,500



SEATTLE
RICHLAND
PORTLAND
FAIRBANKS
ANCHORAGE
DENVER
SAINT LOUIS

September 26, 2003

Moffat & Nichol Engineers
710 Second Avenue, Suite 720
Seattle, Washington 98104

Attn: Mr. Michael Hemphill, P.E.

**RE: PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES,
DES MOINES MARINA BULKHEAD REPLACEMENT AND GUEST
MOORAGE EXPANSION PROJECT, DES MOINES, WASHINGTON**

Shannon & Wilson, Inc. has collected and performed a preliminary review of existing geotechnical and environmental information for the Des Moines Marina dry stack storage facility project and provided our findings verbally. We understand that additional projects are being planned concurrently with the dry stack storage facility including a bulkhead replacement/relocation and guest moorage expansion projects. We also understand that additional geotechnical and environmental information for the marina is still being collected.

We have prepared this scope and fee estimate for the bulkhead replacement and guest moorage expansion projects. This proposal is based on our review of the available information, a meeting with you on September 8, 2003, review of the "as-built" plans (including subsurface exploration data) prepared by Reid Middleton and Associates dated September 1968, and a brief site visit on September 9, 2003.

In order to provide appropriate geotechnical recommendations for the project design, subsurface conditions along the existing and proposed bulkhead alignment and the guest moorage area should be adequately defined. A new breakwater is planned near the marina entrance that will be pile supported. Based on our review of existing available geological and geotechnical data in the project vicinity, this proposal presents our field exploration program to collect additional subsurface data. The subsurface conditions disclosed by the field explorations would be used to perform geotechnical engineering studies and develop geotechnical recommendations for the bulkhead design, pile installation for new docks, new breakwater pile design, settlement and placement, and other proposed improvements.

Moffat & Nichol Engineers
Attn: Mr. Michael Hemphill, P.E.
September 26, 2003
Page 2

SHANNON & WILSON, INC.

We have also included field explorations for the proposed dry stack boat storage facility (Task 2 below). This exploration will be used for design of the new dry stack boat storage facility that is being prepared as a separate project.

We understand that costs for the proposed over-water borings (Task 3 below) may be prohibitive for this phase of the project design. Therefore, we are presenting this task as an option. However, given the lack of quality subsurface data, likelihood of glacially consolidated soil below the mudline, and planned piles for the guest moorage and new breakwater, we strongly recommend this optional task be included in the project design. Subsurface information gathered from the over-water borings would substantially reduce the level of uncertainty for pile driving, design, and construction costs for over-water work.

We also understand that chemical testing is being considered to characterize the existing fill that will be removed for the guest moorage expansion and bulkhead replacement areas. The objective of the Environmental Screening Option is to identify potential environmental contaminants that may affect the project. As part of this option, we propose to collect three samples from the on-land geotechnical borings. We have identified two potential areas of concern:

1. The project area east of the existing bulkhead where most of the upland soil will be excavated. This material is comprised of fill from unknown sources and could contain contaminants that were placed as part of the fill;
2. The area adjacent to and downgradient of the paint shop. Paints and solvents could have spilled into site soils adjacent to the shop. If there has been a release, soils downgradient (close to the bulkhead) could be contaminated. Not only would contaminated soil require special disposal but a cleanup action could be required and, health and safety monitoring for site workers performing the excavation would be necessary.

Our proposed scope to support the design of the project is presented below.

TASK 1 – ON-LAND FIELD EXPLORATIONS (BULKHEAD)

1. Coordinate the field activities with the project team and obtain utility clearances. We will use a vacuum truck in the upper 5 to 10 feet of the boring to probe for unmarked utilities and anchor cables for the existing bulkhead.

Moffat & Nichol Engineers
Attn: Mr. Michael Hemphill, P.E.
September 26, 2003
Page 3

SHANNON & WILSON, INC.

2. Drill five geotechnical borings using a mud rotary drilling technique along the proposed bulkhead wall alignment. The five borings will be drilled to depths ranging between 30 and 40 feet below ground surface (bgs). The borings will be located at approximately 600-foot intervals along the proposed bulkhead alignment.
3. Mud rotary technique is proposed to complete the borings to control the potential disturbance and heave of the saturated sands underlying the project alignment.
4. Collect Standard Penetration Test (SPT) samples from the geotechnical borings every 2.5 feet in the upper 20 feet (below the vacuum-excavated depth), and every 5 feet below that.
5. Install two 2-inch polyvinyl chloride (PVC) wells in two of the borings and provide flush covers. The PVC wells will be used to monitor groundwater fluctuations in response to tidal and seasonal variations. This information will be used to estimate liquefaction potential of the fill and to plan possible dewatering of the excavation area during construction.
6. Place cuttings, mud, and water from all borings in drums and label them. This proposal includes costs for disposing the drums and vacuum truck waste assuming the material is non-contaminated.

TASK 2 – ON-LAND FIELD EXPLORATIONS (DRY STACK BOAT STORAGE)

1. Coordinate the field activities with the project team and obtain utility clearances. We will use a vacuum truck in the upper 5 to 10 feet of each boring to probe for unmarked utilities.
2. Drill geotechnical borings using a mud rotary drilling technique at the proposed dry stack boat storage facility. The borings will be drilled to a total combined depth of 70 feet. The borings will be located at accessible areas within the dry stack boat storage project footprint.
3. Mud rotary technique is proposed to complete the borings to control the potential disturbance and heave of the saturated sands underlying the project alignment.
4. Collect SPT samples from the geotechnical borings every 2.5 feet in the upper 20 feet (below the vacuum-excavated depth), and every 5 feet below that.
5. Place cuttings, mud, and water from all borings in drums and label them. This proposal includes costs for disposing the drums and vacuum truck waste assuming the material is non-contaminated.

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SHANNON & WILSON, INC.

OPTIONAL TASK 3 – OVER-WATER FIELD EXPLORATIONS

1. Drill four geotechnical borings using mud rotary drilling technique to an average depth of 25 feet below mudline. One boring would be drilled near the offshore end of the proposed new breakwater alignment. The remaining three borings would be drilled at accessible locations in the guest moorage area. A barge would be used to drill the over-water borings. Collect SPT samples from the four geotechnical borings every 2.5 feet in the upper 20 feet and every 5 feet below that.
2. Place cuttings and mud from the borings in drums and label them. This proposal includes costs for disposing the drums assuming the material is non-contaminated.

TASK 4 – FIELD MONITORING, ENGINEERING ANALYSES, AND REPORT

1. Monitor drilling of and collect samples from on-land geotechnical borings to be drilled under Tasks 1 and 2.
2. Monitor drilling of and collect samples from over-water geotechnical borings to be drilled under Task 3 (optional).
3. Conduct laboratory testing on selected samples retrieved from the field explorations to determine basic index and engineering properties of the subsurface soils. The laboratory testing will be conducted in general accordance with appropriate American Society for Testing and Materials (ASTM) standards. Tests may include determination of natural moisture content, grain size distribution, and plasticity characteristics (Atterberg Limits). The laboratory tests will be conducted at Shannon & Wilson, Inc. laboratory in Seattle, Washington.
4. Develop logs for new geotechnical borings (seven on-land and optional four over water) drilled at the site.
5. Prepare subsurface profile along the bulkhead alignment. The profile would be based on results of existing and new field explorations completed at the project site.
6. Perform engineering analysis and evaluation of data derived from existing and new subsurface exploration and laboratory testing programs for the new bulkhead wall and guest moorage area with respect to the items listed below:
 - a. Seismic design considerations related to the proposed bulkhead replacement structure, including rock/hard soil ground motion and potential seismic hazards.
 - b. Liquefaction susceptibility and mitigation measures.

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- c. Feasible pile types, allowable axial capacities and settlement estimates for proposed driven pile foundations for the guest moorage docks.
 - d. LPILE parameters for determining the lateral resistance of the selected deep foundations.
 - e. Stability of the underwater slope below the proposed bulkhead.
 - f. Lateral earth pressures for bulkhead design and new deadman anchor design.
 - g. Stability and settlement of the new breakwater.
 - h. Construction and erosion control considerations.
7. Prepare a draft report summarizing the results of our geotechnical engineering study, including descriptions of surface and subsurface conditions, a site plan showing boring locations and other pertinent features, summary boring logs and cross sections, and laboratory test results.
 8. Finalize the geotechnical report after receiving review comments from Moffat & Nichol Engineers, City of Des Moines, and other concerned agencies.
 9. Provide project management for the geotechnical tasks and participate in three meetings with Moffat & Nichol Engineers and City of Des Moines.

OPTIONAL TASK 5 – CHEMICAL TESTING OF SELECTED SAMPLES

1. A photoionization detector (PID) would be used to field screen soil samples above the water table for potential volatile organic compounds (VOCs), such as compounds found in petroleum and solvents. Two samples would be collected from the eastern portion of the project where most of the material would be removed. One sample would be collected from each of the borings located on the eastern edge of the project. The sample with the highest PID reading in each boring would be submitted for analysis or if PID results from a boring were similar the sample at the water table would be submitted for chemical analysis. These samples would be analyzed for petroleum hydrocarbons, including gasoline, diesel and oil range hydrocarbons and Resource Conservation and Recovery Act (RCRA) metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium and, silver). Elevated concentrations of these metals could affect disposal of the material.
2. A sample would also be submitted from the boring located nearest the paint shop. The sample with the highest PID reading or the sample collected at the water table would be analyzed for solvents and petroleum hydrocarbons.

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3. Results and recommendations would be presented in a separate section of the report and analytical results would be presented in an appendix.

The overall estimated cost for Tasks 1, 2, and 4 proposed in the scope described above is \$50,166. We estimate about \$26,621 for optional Tasks 3 and 5, with approximately \$23,621 for Task 3 and \$3,000 for Task 5. The total for all tasks is \$76,787. A more detailed breakdown of estimated costs for each of the three tasks and optional Tasks 3 and 5 is presented in Table 1. We agree not to exceed these estimated costs without your prior authorization.

SCHEDULE

Upon your authorization, Shannon & Wilson, Inc. is prepared to begin field work as soon as a drilling contractor can be mobilized. We anticipate that the seven on land borings can be completed in about 4 days. The optional over-water borings will likely be completed in 2 days depending on weather conditions and permitting. Preliminary engineering recommendations would be provided to you and the design team as they are developed following the completion of the drilling. Our draft geotechnical report would be completed within 6 to 8 weeks following subsurface explorations. Our aim is to provide you and the marina with the necessary information to complete the project on schedule. If this proposal schedule needs to be expedited, please let us know and we will do our best to meet your time requirements. Our final geotechnical report would be submitted within two weeks after we receive comments from you and the marina representatives.

ASSUMPTIONS

1. Street use permits and/or access requirements to drill the on-land borings at the marina facility will be provided by others.
2. Permits to drill the optional over-water borings will be provided as described in our separate permitting proposal.
3. We will call the "utility locate" number and coordinate with the marina representatives to locate underground utilities in the exploration areas.

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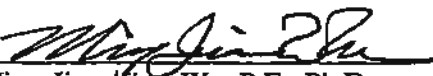
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4. Potential contamination of subsurface soil and groundwater at all boring locations is assumed to be below clean-up thresholds. We will notify you immediately should suspected environmental contamination be encountered during the field exploration.
5. This proposal provides cost rates for disposing clean cuttings and water. Costs of disposing contaminated material will depend on results of environmental testing, if required. Costs of disposing contaminated material are additional and not included in this proposal.
6. After completion of drilling and sampling, boreholes that would not include a monitoring well will be sealed with bentonite grout and/or chips. Boreholes drilled in paved areas will be patched with "Easystreet" coldmix asphalt patch.
7. The borings will be located in the field using taping and pacing techniques. The boring locations will be considered approximate.

Thank you for your continued confidence in Shannon & Wilson, Inc. If you have any questions or comments on this proposal, please contact Travis Deane or me at (206) 632-8020.

Sincerely,

SHANNON & WILSON, INC.


Ming-Jiun (Jim) Wu, P.E., Ph.D.
Senior Vice President

RTD:JW/ntd

Enclosures: Table 1A – Fee Determination for Shannon & Wilson
Table 1B – Fee Determination for Shannon & Wilson Hours (2 pages)
Table 1C – Fee Determination for Shannon & Wilson Subcontractors

TABLE 1a
Des Moines Marina Improvements
FEE DETERMINATION FOR SHANNON & WILSON

Optional Tasks 3 & 5

Classification	Tasks 1,2,4	Hourly	Estimated	Tasks 3,5	Estimated
	Hours	Rate	Cost	Hours	Cost
Project Principal	39	\$64.33	\$2,509	1	\$64.33
Senior Engineer/ Geologist	17	\$42.20	\$717	14	\$590.80
Project Engineer	116	\$32.37	\$3,755	17	\$550.29
Engineer	88	\$23.17	\$2,039	24	\$556.08
Laboratory Technician	36	\$20.66	\$744	15	\$309.90
Drafter	42	\$19.33	\$812	0	\$0.00
Word Processing	29	\$22.50	\$653	5	\$112.50
Clerical	17	\$19.24	\$327	2	\$38.48
Total Hours	384			78	
Total Direct Salary Cost (DSC)			\$11,555		\$2,222
Overhead Cost (OH 193.000%)			\$22,302		\$4,289
Subtotal (DSC+OH)			\$33,857		\$6,512
Fixed Fee (FF 30.00% of DSC)			\$3,467		\$667
Total (DSC+OH+FF)			\$37,324		\$7,178
REIMBURSABLES					
Task 4 - Analyses and Report					
Draft Report	\$20/Copy	5 Copies	\$100		
Final Report	\$20/Copy	10 Copies	\$200		
Telephone/ Travel/ Mail	\$300		\$300	\$ 100	\$ 100
Total Reimbursable Costs:			\$600		\$100
SUBCONTRACTORS					
Task 1 - On-Land Field Explorations (Bulkhead)			\$9,214		
Task 2 - On-Land Field Explorations Borings (Dry Stack)			\$3,028		
Optional Task 3 - Over-Water Field Explorations					\$17,843
Optional Task 5 - Chemical Testing					\$1,500
Total Subcontractor Costs:			\$12,242		\$19,343
Total Shannon & Wilson Estimated Fee	Tasks 1,2,4:		\$50,186	Optional Tasks 3, 5:	\$26,621
				All Tasks:	\$76,787

TABLE 1b
Des Moines Marina Improvements
FEE DETERMINATION FOR SHANNON & WILSON
HOURS

TASK	Project Principal	Senior Engineer/Geologist	Project Engineer	Engineer	Laboratory Technician	Drafter	Word Processing	Clerical	TOTAL
PERMITTING SUPPORT SERVICES									
Support in preparation of Work Plan, Health & Safety Plan, and Sample Analysis Plan	2	4	2	3		2	2		15
PROJECT MANAGEMENT									
Management/Administration	4	2	6			2	2	2	18
FIELD INVESTIGATION									
<i>Drilling Geotechnical Borings (8 Borings, depth between 30-40 ft below ground surface)</i>									
Pre-drilling Coordination Meeting			3	1					4
Identify Boring Locations	1		3						4
Utility Check			1	1					2
Health & Safety Review/Documentation	1		4					1	6
Log Borings, Classify Soils, and Collect Samples	1	3	6	40				1	50
LABORATORY TESTING									
Review Samples			1						1
Develop Test Program & Review Results		1	2						3
Push Tubes									0
Water Content			1		16				17
Gradation			1		12				13
Atterberg Limits			1		8				9
Compressibility									0
Shear Tests									0
Triaxial (CU)									0
ENGINEERING ANALYSES AND REPORT									
Develop Boring Logs			1	2			9	1	13
Prepare Cross-sections		2	2	5		6		1	16
Develop General Recommendations for Deep Foundations									
Axial Capacity (Static and Seismic)	2		2	4			1		9
LPILE Parameters Lateral Analyses (Static & Seismic)	1		2	4			1		8
Settlement	1		1	3			1		6
Identify Potential Impacts on Adjacent Existing Facilities	1		2						3
Develop Bulkhead Wall Design Recommendations	1		3	8		3		1	16
Evaluate Settlement	1		2	4		1		1	9
Evaluate Liquefaction Susceptibility and Mitigation Measures	1		2	5		2		1	11
Provide Erosion Control & Construction Recommendations			8	2		2			12
Pile Design	1		4	8		1	1		13
Prepare Geotechnical Report									
Description of Area Geology and Subsurface Conditions		3	4			1	1	1	10
Discussion of Available Boring Logs and Laboratory Tests			2			1	1	1	5
Discussion of Additional Borings and Laboratory Testing			2			4	1	1	8
Results of Geotechnical Engineering Analysis	1		5			4	1	1	12
Discussion of Geotechnical Recommendations	1		5			4	2	1	13

TABLE 1b
Des Moines Marina Improvements
FEE DETERMINATION FOR SHANNON & WILSON
HOURS

TASK	Project Principal	Senior Engineer/Geologist	Project Engineer	Engineer	Laboratory Technician	Drafter	Word Processing	Clerical	TOTAL
Identification of Geologic and Seismic Hazards	1		2			1	1	1	6
Recommended Mitigation for Geologic/Seismic Hazards	1		4			3	2	1	11
Recommended Geotechnical Program for Final Design	1		4			1	1		7
Submit Draft Report for Review and Comment	2		5						7
Meeting (3 Total)	9		12						21
Incorporate Comments and Submit Final Report	3		8			4	2	1	18
Perform QA/QC of Geotechnical Report	2	2	4						8
Column Totals	39	17	116	88	36	42	29	17	384

Optional Task 3 Costs

OPTIONAL: Drilling Over-water Borings (Four Borings, average depth 25 ft below mudline)									
Identify Boring Locations			2						2
Utility Check									0
Health & Safety Review/Documentation			1	1					2
Log Borings, Classify Soils, and Collect Samples	1	1	2	22				1	27
LABORATORY TESTING									
Review Samples			1						1
Develop Test Program & Review Results		1	1						2
Push Tubes									0
Water Content			1		8				9
Gradation			1		4				5
Atterberg Limits			1		3				4
Compressibility									0
Shear Tests									0
Triaxial (CU)									0
ENGINEERING ANALYSES AND REPORT									
Develop Boring Logs			1	1			5	1	8
ENVIRONMENTAL REVIEW		12	8						
Column Totals	1	14	17	24	15	0	5	2	60

TABLE 1c

Des Moines Marina Improvements
FEE DETERMINATION FOR SHANNON & WILSON
SUBCONTRACTORS

	Rate	Quantity	Subtotal	Subtotal
Task 1 - On-Land Field Explorations (Bulkhead)				
<i>(Five borings to depths between 30 and 40 feet below ground surface; vacuum truck upper 5-10 feet of each boring; 2" piezometer wells in three borings; sampling at 2.5-ft interval to depth of 20 ft and at 5-ft interval thereafter)</i>				
Mob & Demob - Truck Rig	\$325.00 /trip	1 trip	\$325	
DOE Notice of Intent - Well Log	\$65.00 /card	2 cards	\$130	
DOE Notice of Intent - Boring Log	\$10.00 /card	3 cards	\$30	
Vac-truck clearing services	\$190.00 /hour	8 hours	\$1,520	
12-inch asphalt core	\$125.00 /each	5 cores	\$525	
Bentonite Chips (pothole backfill)	\$9.00 /bag	50 bags	\$450	
Waste disposal	\$80.00 /ton	2 tons	\$160	
Mud Rotary Drilling (6" O.D.)	\$16.00 /ft	180 ft	\$3,040	
Extra SPT Samples	\$17.00 /sample	25 samples	\$425	
2-inch piezometer materials/installation	\$12.00 /ft	70 ft	\$840	
8-inch flush cover	\$70.00 /cover	2 covers	\$140	
Drilling/boring backfill material	\$2.00 /ft	122 ft	\$244	
Drums	\$20.00 /drum	2 drums	\$40	
Drum Disposal (no Contamination)	\$250.00 /ton	2 tons	\$500	
Subtotal			\$6,469	
Washington State Sales Tax	8.8%		\$745	
On-Land (Bulkhead) Borings Drilling Subtotal				\$9,214
Task 2 - On-Land Field Explorations (Dry Stack Storage)				
<i>(Two borings to depths of about 35 feet below ground surface; vacuum truck upper 5-10 feet of each boring; sampling at 2.5-ft interval to depth of 20 ft and at 5-ft interval thereafter)</i>				
Mob & Demob - Truck Rig (done with Task 1)	\$325.00 /trip	0 trip	\$0	
DOE Notice of Intent - Well Log	\$65.00 /card	0 cards	\$0	
DOE Notice of Intent - Boring Log	\$10.00 /card	2 cards	\$20	
Vac-truck clearing services	\$190.00 /hour	3 hours	\$570	
12-inch asphalt core	\$125.00 /each	2 cores	\$250	
Bentonite Chips (pothole backfill)	\$9.00 /bag	20 bags	\$180	
Waste disposal	\$80.00 /ton	1 tons	\$80	
Mud Rotary Drilling (6" O.D.)	\$16.00 /ft	70 ft	\$1,120	
Extra SPT Samples	\$17.00 /sample	9 samples	\$153	
2-inch piezometer materials/installation	\$12.00 /ft	0 ft	\$0	
8-inch flush cover	\$70.00 /cover	0 covers	\$0	
Drilling/boring backfill material	\$2.00 /ft	70 ft	\$140	
Drums	\$20.00 /drum	1 drums	\$20	
Drum Disposal (no Contamination)	\$250.00 /ton	1 tons	\$250	
Subtotal			\$2,783	
Washington State Sales Tax	8.8%		\$245	
On-Land (Dry Stack Storage) Borings Drilling Subtotal				\$3,028
Task 3 - Over-Water Borings (Optional)				
<i>(Four borings to average depth of 25 feet below mudline; sampling at 2.5-ft interval to 20 ft below mudline and at 5-ft interval thereafter)</i>				
DOE Notice of Intent - Boring Log	\$10.00 /card	4 cards	\$40	
Barge Mob & Demob	\$5,000.00 /trip	1 trip	\$5,000	
Barge and Crew, 10-hr day	\$2,200.00 /day	2 days	\$4,400	
Oil Boom	\$290.00 /day	2 days	\$580	
Additional Time for Standby	\$265.00 /hr	0 hrs	\$0	
Over-water Drilling	\$2,650.00 /day	2 days	\$5,300	
Barge and Crew standby - weather	\$1,800.00 /day	0 days	\$0	
Over-water Drilling standby - weather	\$1,800.00 /day	0 days	\$0	
Drilling/Boring backfill materials	\$4.00 /feet	120 feet	\$480	
Drum Disposal (no Contamination)	\$300.00 /drum	2 drums	\$600	
Subtotal			\$16,400	
Washington State Sales Tax	8.8%		\$1,443	
Over-water Drilling Subtotal				\$17,843 (optional)
Task 5 - Environmental Screening (Optional)				
Chemical Testing				\$1,500 (optional)

Kick-off Meeting

A permitting specialist from Shannon & Wilson will be present at the kick-off meeting to provide input to the permitting process and biological issues relevant to the guest moorage expansion and the sites overall redevelopment.

Gather Background Information

To avoid costly redesign later in the project, regulatory limitations must be determined and/or negotiated before design of the conceptual plan is initiated. In addition to the City, six agencies will require permits, approvals, or leases prior to construction. These agencies are:

- 1) The Washington Department of Ecology (Ecology),
- 2) The Washington Department of Fish and Wildlife (WDFW),
- 3) The Washington Department of Natural Resources (WDNR),
- 4) The United States Army Corps of Engineers (the Corps),
- 5) The United States Fish and Wildlife Service (USFWS), and
- 6) The National Marine Fisheries Service (NMFS).

Research SEPA and Permit Process Issues (City)

This task includes the following subtasks:

- 1) A phone conference with the City to determine which issues need to be clarified and resolved to move the Master Plan forward through the SEPA process. No time has been included in this subtask for follow-up research and additional phone calls to the City. If additional research or discussions are required for this task, a scope addendum and cost estimate can be provided. The overall goal of this subtask is to determine the level of progress that has already been accomplished by the City conforming the Master Plan to the requirements of the State Environmental Policy Act (SEPA).
- 2) A meeting with the City to determine:
 - a) the appropriate SEPA process for the Master Plan: either an Environmental Impact Statement (EIS) or a Mitigated Determination of Non-Significance (MDNS), and

- b) limitations to the project design associated with the City's Shoreline Management Plan (SMP).
- 3) Research of the City's SMP Code to determine requirements for project compliance. The deliverable for this task will be a letter outlining the city's SMP rules and exemptions with explanations of how the code affects the project's design. This task will likely occur prior to the phone conference with the City (subtask #1 above).

Resource Agency Requirements (State and Federal):

Once a preferred conceptual plan and SEPA process for the marina project has been agreed upon with the City and the SEPA/ Shorelines tasks have been identified, discussions and/or meetings will be required with State and Federal agencies to determine permitting requirements under State and Federal law. One site visit with regulators from the Corps and WDFW is included in this subtask.

The deliverable for this task is a letter outlining the regulatory limitations and necessary permitting tasks associated with the preferred conceptual plan (Permit Compliance Report).

Identify Biological Resources on/near the site

Part of the city's SEPA determination will depend on the potential biological resource impacts associated with the project's construction and operation. This information is also relevant to compliance with the City's SMP.

A site reconnaissance task has been included in this proposal to address these issues. It includes both research of existing information/local knowledge and on-site observation, the latter of which involves both terrestrial and aquatic surveys. Wetlands, streams, and marine aquatic habitat will need to be identified, at least on a reconnaissance level, to determine the location of habitat types in the project area. The deliverable for this task is a letter report summarizing the findings of the research and site review (Habitat Assessment), as well as a figure showing approximate locations of critical areas important to the permitting process.

Develop Preliminary Design

Master Plan Project Overview

Identify Potential Impacts to Site Biological Resources and Develop Conceptual Mitigation Strategies

This task will involve discussions between the engineering group and the biological group to determine the type of impacts to the various habitats identified on and near the site that may occur as a result of the proposed actions and the proposed operations. The deliverable for this task will be a letter summarizing the potential impacts to biological resources and ways to avoid and minimize these potential impacts.

Bulkhead Replacement

Identify Mitigation Opportunities for Bulkhead Reconfiguration and Dredging

Determining the optimal configuration and mitigation strategy for the bulkhead and dredging components of the project will likely require a series of conferences between engineers, permitting specialists, regulators, and the marina staff as the method of both bulkhead replacement and dredging will affect use of the marina, design of the promenade, and amount of moorage area. The deliverable for this task will be a report summarizing the preferred alternative for bulkhead replacement, dredging and mitigation.

Evaluate Preliminary Design

Constructability

Resolution of SEPA and Permit Issues (S&W)

Once the preferred conceptual plan for the guest moorage expansion, the bulkhead replacement, the dredging process, and the mitigation for the entire project have been determined, the Permit Compliance Report (PCR) will be updated. The revised PCR will outline the remaining permit compliance requirements necessary to allow construction to begin. The revised PCR will be included in the Preliminary Design Report discussed below.

Preliminary Design Report (PDR) (S&W)

See Shannon & Wilson Scope of Work (Attachment A).

Limitations to environmental tasks:

We propose to complete permitting tasks discussed above under the following assumptions:

- 1) The City will provide us with a the latest version of their SMP for our review,
- 2) Habitat Assessment on the site will assess habitat availability and observed presence of the following animal/plant types and species: surf smelt, sand lance, herring, eel grass, macrophytic algae (e.g. laminaria), dungeness crab, , salmon, trout, bottom fish (cabezon, rockfish, ling cod, kelp greenling, sole, flounder) squid, shrimp, prawns, sea cucumber, and sea urchin.
- 3) The Habitat Assessment will require no more than 1 8-hour day using 2 divers/biologists.
- 4) Adequate marking and/or notification to mariners will be provided by the marina to allow diving to be conducted safely inside the breakwater.
- 5) The results of the research and dive surveys will be sufficiently detailed to allow the scoping of more quantitative surveys as needed, but will not be sufficient in and of themselves to constitute quantitative data.
- 6) The Habitat Assessment will assess habitat in the following areas: the eastern slope that bounds the marina property within 500 feet of N-Dock, the mouth of Des Moines creek from the northwestern corner of the parking lot to 500 feet up the Des Moines Creek riparian corridor, along the outer surface of the existing bulkhead from N-dock to the mouth of Des Moines Creek, along the inner surface of the breakwater within 200 feet of the northern tip. A transect survey will also be completed of the marina bottom as far south as N-Dock, as far north as the parking lot, and as far west as the breakwater, and includes a maximum of 1,500 lineal feet swimming distance. Due to the timing of the dive and the limited distance included for the transect portion of the dive, definitive presence/absence information on macroalgae (e.g. laminaria and eelgrass) may not be obtainable as part of this habitat assessment. A more thorough eelgrass survey and geoduck survey will likely be required in the spring or summer under a separate scope and cost estimate. If more tasks are identified that are listed above, we can prepare a Scope addendum and adjust our cost estimate accordingly.

make (māk) vb 1 to bring into being by shaping or altering 2 to form in the mind, a judgment or plan 3 to put together by combining parts 4 to build, construct, formulate, devise, create 5 to prepare for use; arrange 6 to cause to happen

September 15, 2003

Michael P. Hemphill, P.E.
Moffatt & Nichol Engineers
710 Second Avenue, Suite 720
Seattle, WA 98104

Re: Des Moines Guest Moorage

Dear Mike:

This letter outlines our support to Moffatt & Nichol on the Des Moines Guest Moorage Project. The following are tasks descriptions (corresponding to the August 7th draft scope of work) for the work Makers anticipates performing:

- (A.6.) Exchange any background, existing conditions, and history information relevant to the project with the project team that was ascertained during the development of the 2001 Master Plan. A brief memo will be prepared for distribution among the team members. Attendance at the Kick-off meeting.
- (B.1.a) Summarize and validate the opportunities and constraints previously identified in the Master Plan. A technical memo which may include a map will be prepared and submitted to Moffat & Nichols for distribution.
- (B.1.h.) Review relevant criteria such as the City's Shoreline's Program and update and refine the public access plan identified in the 2001 master plan. Provide public access requirements in a background information memo.
- (B.3.d.) Identify the design criteria for railing/bulkhead edge design, lighting, seating, and other identified elements. Provide information in a memo.
- (B.3.e.) Confirm/validate the parking lot design criteria with City staff. Identify the number of spaces, size distributions, access and relevant fire safety requirements, and lighting. Provide information in a information memo.
- (C.1.) Review the preliminary design to ensure it is responsive to the goals and objectives of the Master Plan.

1425 Fourth Avenue, Suite 901
Seattle, Washington 98101

phone/ 206.652.5080
fax/ 206.652.5079
makers@makersarch.com

- (C.3.d.) Collaborate with Moffatt & Nichols as well as Worthy and associates to prepare a design for the handrail at the bulkhead. Effort will include one work session with the project team.
- (C.3.e.) Identify appropriate landscape furnishings—trash receptacles, lighting, seating, etc. Collaborate with Worthy and associate on the placing of elements, coordinate with the landscape plan. A memo will be provided to Moffatt & Nichols for incorporation into the PDR.
- (E.) Collaborate with Worthy and Associates on a conceptual plan for the “pocket park” at the base of the existing stairs. Select hard surface materials, lighting, and seating elements. Design Development/Construction Documents will be under a follow-on phase.

All deliverables will be made electronically to Moffatt & Nichols for distribution, reproduction, and printing.

We are proposing a budget of \$11,300 for our Phase I efforts outlined above. See the next page for a breakdown of our hours.

Sincerely,

Stefani Lakey
Partner

0336desmitr_draftscopefee.doc

Des Moines Marina Guest Morrge/Bulkhead Replacement

MAKERS Phase 1 Scope of Work

Draft for Review (9/15/03)

PROJECT HOURS:

	MAKERS				Total
	Hans	Lahey	Designer/Planner	Graphic	
A. Kick-off Meeting					
6. Exchange information		8			8
B. Gather Background Information					0
1. Master Plan-Project Overview					0
a. Master Plan Opportunities & Constraints		2	10		12
h. Public Access Requirements					0
3. Bulkhead Replacement					0
d. Bulkhead Railing		14	8	32	54
e. Promenade and Parks Requirements		4	12		16
C. Develop Preliminary Design	4	16			20
1. Master Plan-Project Overview					0
E. Pocket Park	2	4		12	18
TOTAL HOURS FOR PHASE I	4	48	30	44	128

PROJECT BUDGET SUMMARY:

	HOURS	RATE	AMOUNT
MAKERS			
Gerald Hansmire	4	\$140 /hour	\$560
Stefani Lahey	48	\$125 /hour	\$6,000
Designer/Planner	30	\$70 /hour	\$2,100
Graphic Support	44	\$60 /hour	\$2,640
Expenses			\$0
Subtotal			\$11,300
TOTAL BUDGET FOR PHASE I			\$11,300

NUMERICAL MODELING FOR DES MOINES MARINA (OPTIONAL)

The proposed work will perform numerical modeling to investigate wave transmission, sedimentation, and water quality (circulation modeling) within the Marina. The purpose of the work is to guide the Marina design, particularly with regard to the breakwater and the dredge plans, so that wave transmission into the Marina and future dredging requirements are minimized without degrading water quality. The circulation modeling will likely be required as an input to the environmental review process.

WAVES

The proposed work will use the two-dimensional MIKE-21 suite of models, which includes modules for wave generation and transmission, hydrodynamics, sediment transport and advection-diffusion (circulation modeling).

Task 1: Set Up Models

Set up the model grids for the present and proposed Marina and guest moorage layouts and bathymetry.

Task 2: Calibrate Hydrodynamics and Waves

Calibrate the hydrodynamics and wave transmission to present conditions. The level to which model calibration can be performed will depend on the availability of wave height measurements within the Marina.

Task 3: Model Wave Transmission

Wave transmission and wave heights and periods within the Marina, focusing on the Marina entrance, will be modeled for the present conditions and for the proposed layout. The six-month (normal winter storm), ten-year, and hundred-year events will be modeled. If necessary, the proposed breakwater and Marina layout will be modified to mitigate undesirable wave conditions predicted by the model.

MODEL WATER QUALITY

Circulation within the Marina will be modeled for the present conditions and for the proposed layout. The proposed modeling will provide a comparison between residence times for the present and proposed conditions; the intent is to demonstrate that the proposed development will not adversely impact water quality within the Marina. Since the intent is to compare circulation under the present and proposed conditions, rather than to predict absolute water quality conditions, no calibration task is proposed for circulation modeling. Moffatt & Nichol will use calibration parameters based on experience at other marinas of similar size.

ANALYZE SEDIMENTATION

Sedimentation within the Marina will be modeled analytically. The analysis will use available data regarding sediment loads in Des Moines Creek, an analysis of past dredging records, and changes in wave transmission and currents within the Marina under proposed conditions. This task assumes that the Marina will make past dredging records available, so that historical sedimentation rates can be estimated.

Project Title: Des Moines Marina Redevelopment
Project Location: Des Moines, Washington
Date of Scope: September 4, 2003

SCOPE OF SERVICES

Anchor Environmental, L.L.C. (Anchor) has prepared this scope of services to assist Moffatt & Nichol Engineers (M&N) in permitting and designing redevelopment of the Des Moines Marina. It is our understanding that M&N will undertake this work in several phases of work. This scope of services addresses preliminary work to be performed in "Phase 1 Concept Refinement". Additional work that may be required in subsequent phases, including sediment characterization and design, are dependent upon the marina layout that is approved by Des Moines Marina. Specific information that is based on the approved layout is necessary to develop scope and budget for required investigations. For Anchor's role, some of these specific criteria include dredge volume and delineation of proposed dredge area(s).

TASK 1: TEAM MEETINGS

Key Anchor staff will attend up to two (2) team meetings to help define the marina layout, and to help develop project strategy and schedules. To prepare for these meetings, relevant documents will be reviewed, including the Marina Master Plan. Specific issues that may be addressed in developing a project strategy include permitting/regulatory approval process, timing of site investigations (e.g., avoiding expiration of suitability determination – recency per DMMP), project definition for Corps of Engineers' 404(b)1 evaluation.

TASK 2: DESIGN CRITERIA REPORT

The design criteria report will summarize the agreed upon marina concept, and identify subsequent steps to obtain permits and approvals, and complete design. Anchor will assist M&N in preparing sections of the report related to the need for sediment characterization, and issues concerning dredging, handling and disposal of dredged sediment (including contaminated sediments if present).

SCHEDULE

M&N and Des Moines Marina will determine the Phase 1 schedule. It is assumed for budgeting purposes that Phase 1 will be completed by Jan 1, 2004 and that 2003 rates will be used.

BUDGET

Anchor's budget for Phase 1 work will be performed as a level of effort on a time and materials basis, not to exceed \$4,510 without prior written authorization from M&N.

Task 1 - \$2,190

Task 2 - \$2,320

Total \$4,510

Des Moines Marina
Expanded Guest Moorage/Bulkhead Replacement

General Scope of Work (All 3 disciplines):

- Kick-off meeting attendance
- Cost estimate of construction with sequence and schedule
- Develop design criteria and summarize findings
- Preliminary design report draft and final.
- Coordination with all disciplines.
- Wood-Harbinger Project Manager will present findings at the following meetings: (3) City Staff meetings - Progress meetings

The following is excluded from the scope:

- Additional site visits beyond items specified.
- Additional meeting attendance beyond items specified.
- Phase 2 – Design Development/Construction Document/Permit Support Design
- Phase 3 – Bid, Award and Construction Administration Services

Mechanical Scope of Work:

Provide Phase 1 mechanical design services for the fuel dock system upgrade and expansion and for the potable water system expansion on the Guest Moorage Docks. This includes the following:

- Existing site investigation to verify as-built conditions on dock and upland (2 trips assumed)
- Research applicable codes and consult with Fire Department for additional requirements
- Preliminary design of fuel dock system expansion and upgrade including piping connections to existing upland fuel supply system. This includes one diesel and gasoline supply line.
- Preliminary design of potable water system expansion, including piping connections to upland potable water supply.
- Preliminary system layout, details, line sizing and equipment catalog cuts sufficient for concept refinement and cost estimating.
- Coordination with all disciplines for pipe routing and connections.

The following is excluded from the mechanical scope:

- Seismic calculations
- Relocation of buried water main and temporary service
- Replacement of fuel float, fuel dispensing system, pumps, storage tanks and controls
- Mechanical findings will be presented by project manager at the following meetings: City Staff meetings (Progress meetings), Municipal Facilities Committee Meeting, City Council Meeting

Electrical Scope of Work:

Provide electrical pre-design services on the Guest Moorage Dock. This includes the following:

- Existing site surveys (1)
- Research local codes and consult with Electrical Inspector for additional requirements.
- Preliminary design of electrical system, including switchboard, transformer and shorebox locations.
- Preliminary design of extending controls and connections for the existing dock fuel system.
- Coordination with all disciplines for conduit & ductbank routing along bulkhead.
- Meetings with Team/Owner (2)

The following is excluded from the Electrical scope:

- Detailed drawing design including layout, conduit and wire sizes, lengths, support details.

Fire Protection Scope of Work:

Provide Phase 1 fire protection design services for replacement of the dry standpipe and wet pipe hose rack systems on the Guest Moorage Dock. This includes the following:

- Existing site survey (1 trip assumed)
- Research local codes and consult with Fire Department for additional requirements.
- Concept design of dry standpipe system, including piping, hose connection and fire department connection locations.
- Concept design of wet pipe hose rack assembly at fueling dock, including connection to water supply.
- Coordination with all disciplines for hose station placement, pipe routing and connections.
- Meetings with Owner (1 meeting assumed)

The following is excluded from the fire protection scope:

- Detailed shop drawing design including layout, pipe sizes, lengths, support details.
- Hydraulic calculations
- Seismic calculations
- Fire Protection findings will be presented by project manager at the following meetings:
City Staff meetings (Progress meetings), Municipal Facilities Committee Meeting, City Council Meeting

September 5th, 2003

Mike Hemphill
Moffatt & Nichol Engineers
710 Second Avenue Suite 720
Seattle, WA 98104

**Regarding: Des Moines Marina
Guest Moorage
Scope of Services
W & A 03-06**

Dear Mike:

Per our meeting and discussions with you and others from Moffatt & Nichol, MAKERS, the Port and City of Des Moines, I have prepared a draft fee proposal for your and the Port's review. Since you have your own standard contract language, this scope and fee proposal could form an exhibit of attachment.

The site planning goals are contained in the design report prepared by MAKERS, titled "Marina Master Plan" reviewed by the Port Director and Commissioners, dated June 2001.

Project Scope Areas:

Selected by the Port for further study and design are the following project areas identified in the design report:

New Dry Boat Stack Storage Area:

1. Provide appropriate plantings to mitigate views of the facility.
2. Design automatic irrigation systems.

North Marina Guest Dock and Public Pier Parking and Entry Areas:

1. Design landscape and seating areas.
2. Extend plantings and automatic irrigation system.

South and Mid Marina:

1. Replace undesirable trees, shrubs, and groundcover in parking areas.
2. Add new permanent and color plantings to promenade and around new restroom.
3. Restore City Park at South 227th

Port Entry Sign Area:

1. Remove undesirable plantings and replace with new enhanced permanent landscape and seasonal color plantings.
2. Restore irrigation system.

Consultant Scope of Services:

Worthy and Associates, LLC Landscape Architects will perform the following services:

Phase 1

- A. Concept Refinement, Develop Preliminary Design, and Evaluate Preliminary Design** for all listed areas identified. Develop landscape base plan in AutoCAD v.2000 from Owner furnished record drawing. Record information of existing trees and shrub masses +/- 2 feet for landscape areas to be redone.

Submissions: Submit six (6) sets of plans and a brief written report with summary specification, catalog cuts, and photos, design data and preliminary opinion of probable construction cost information. All material will be provided to Moffatt & Nichol electronically for their use.

Project Meetings: Worthy and Associates will attend a minimum of (2) meetings with an additional (2) meetings being optional. Time allocated to optional meetings as outlined in the Project Task Breakdown will not be billed unless attended.

Project Task Breakdown: See Exhibit "B" for detailed task / time allotment.

Phase 2 and 3 to be negotiated at a later date.

Phase 2

- B. Design Development.** Construction documents including plans, details, specifications and opinion of probable construction cost data. Recommend items as additive bid alternates to suggest methods to allow bidding/value options. Submit six (6) sets for Owner review and comment at each phase. Revise per Owner's review comments.
- C. Construction Documents.** Following Owner approval, submit final P.S.&E. original reproducible drawings and specifications. Owner will prepare bid forms, advertisement to bid, print and distribute bid sets and will open bids.

Phase 3

- D. Bid Award.** Provide on call support to assist the Owner during bidding and construction phases. Work performed will be on a not to exceed amount as shown below. The Owner will provide Construction Administration and accounting services. Worthy and Associates, LLC to assist with periodic visits, answer questions, and support Owner.
- E. Construction Support.** Conduct construction observation and warranty reviews, including the pre-construction meeting through the punch list for substantial completion. Prepare site observation reports following each visit. Review and respond to Owner and Contractor submittals and questions. Review and respond to Contractor pay requests. Prepare memo for Owner processing. Review and respond to field modifications initiated by Owner. Assist in production of Record Drawings for "As-Built" information provided by the Contractor.

Compensation:

The total fee under this Agreement shall not exceed \$11,963.00 for Phase 1. Consultant shall submit a monthly statement pursuant to the fee structure detailed in Exhibit A, incorporated herein by this reference. The Owner, upon receipt of the completed statement, shall promptly process said claim for payment.

- | | |
|--|-------------------|
| 1. Phase 1 | \$9,283.00 |
| 2. Phase 2 and 3 to be negotiated at a later date. | |
| Time and materials for Phase 1 not to exceed: | \$9,283.00 |

Term:

The agreement shall become effective upon signature by the Owner and Consultant. Work performed pursuant to the Scope of Work shall commence following a notice to proceed and be completed by 2005.

With your approval this proposal can serve as an exhibit sheet to attach to the Port's standard contract form.

Sincerely,

Stephen G. Worthy, ASLA, Manager
WORTHY AND ASSOCIATES, LLC

Attachments: Exhibit A- Rate schedule
Exhibit B- Project Task Breakdown

TASK B.8 DES MOINES MARINA – MARINA ENTRANCE RECONFIGURATION STUDY (OPTIONAL)

The purpose of this study is to analyze the impacts of the marina entrance reconfiguration on boat traffic circulation and safety. The following summarizes our proposed scope and fee:

SCOPE OF SERVICES

1 – Describe Existing Traffic Conditions

The first step in a boat traffic assessment is to describe the existing harbor traffic conditions and flow patterns to gain an understanding of how the harbor works. This task includes preparation of a scaled drawing of the harbor including boat slips, launch ramps, dry stack storage, and any other sources of boat traffic. All channels, turning basins, and other navigable waterways are clearly identified and dimensioned.

2 – Describe Proposed Marina Improvements

A number of marina improvements are envisioned as part of the Marina Master Plan. These include reconfiguration of the marina entrance, reconfiguration of moorage areas and relocation of the public launch ramp. Each of these modifications can have an impact on boat traffic conditions. The purpose of this task is to quantify these changes on the scale harbor drawing such that impacts can be properly assessed.

3 – Conduct User Interviews

Boat traffic congestion can be a subjective topic. The degree of channel congestion and its impact on the marina depends on the vessel operator skill and tolerance, vessel type, frequency (if any) of congested conditions and impacts on the vessel operator's use of the waterway. Critical to any harbor traffic study are user interviews and observations. Interviews with key user groups, marina managers and harbor patrol personnel provide the design team with a better understanding of how the harbor works. This information is vital to assist in calibration of our boat traffic modeling. The main focus of the interviews is to obtain perceptions from marina users and regulators of current levels of boat traffic congestion, and concerns and suggestions regarding the proposed harbor improvements.

4 – Simulate Existing Boat Traffic Conditions

Based on input from the first three tasks, existing boat traffic conditions will be simulated in order to help calibrate our boat traffic model to represent existing conditions. Boat traffic patterns will be based on detailed boat counts measured at the marina over the past July 4 weekend and supplemented with boat usage patterns measured at other recreational harbors. The need for any additional traffic counts will also be identified. Given this

point in the boating season, it is expected that there will be limited opportunity to observe any peak summer usage levels in 2003.

A boat traffic simulation model called SAMBT (Simulation and Animation Model of Boat Traffic) was developed by Moffatt & Nichol to simulate recreational boat traffic and will be applied for this project. The model combines statistical simulation with analytical methods used in highway vehicle capacity studies to apply a "level-of-service" approach to boat traffic assessment. The results of this task will be a description of boat traffic conditions at key locations within the harbor that would be impacted by the proposed harbor improvements.

5 – Simulate Proposed Marina Modifications

This task will adjust channel dimensions and boat traffic generation (boat counts and boat characteristics, e.g. length, speed) to represent the relative impacts of the proposed improvements on existing conditions. We will work closely with (Client) staff to identify criteria for impact acceptability. Options may include commitment not to increase congestion beyond existing levels, or setting a worst-case level-of-service for peak traffic conditions. We will also work closely with you to incorporate any modifications necessary to achieve desired traffic conditions.

6 – Prepare Summary Report

We will prepare a report summarizing all input, analyses and findings of the boat traffic study.

