

AMENDED

AGENDA
REGULAR MEETING DES MOINES CITY COUNCIL
May 10, 2007 - 7:30 p.m.

CALL TO ORDER - Mayor Sheckler

PLEDGE OF ALLEGIANCE

ROLL CALL

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.

BOARD & COMMITTEE REPORTS

PRESIDING OFFICER'S REPORT

COUNCILMEMBER COMMENTS

ADMINISTRATION REPORTS

Presentation: "State of the Port of Seattle"

CONSENT CALENDAR*

1. Motion is to approve the regular minutes of April 5 and 12, 2007.
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 the draft agreement with DataBar, Inc. to provide billing services to the Marina and to authorize the City Manager to sign the agreement substantially in the form as submitted.
4. Motion is to authorize payment of registration and travel expenses of approximately \$498 for Councilmember White's attendance at the Association of Washington Cities Annual Conference in Tacoma, June 12-15, 2007.
5. Motion is to authorize additional expenditures from Fund 404 for the Marina's CCTV Security Camera project in the amount of \$2,500.
- X6. Motion is to award the contract for professional engineering services for the Lower Des Moines Creek Hydraulic Evaluation to Tetra Tech/KCM, Inc. in the amount of \$58,011, plus a

X removed
by Councilmember
Scott

10% contingency and authorize the City Manager to sign the contract substantially in the form as submitted.

1038
7. Draft Resolution No. 07-097 - Title: A Resolution of the City Council of the City of Des Moines, Washington, recognizing millions of public employees at the federal, state, county and city level; and dedicating and declaring the week of May 7 through May 11, 2007, as "National Public Employee Recognition Week" in the City of Des Moines; and recognizing the following City employees that have 20 or more years of service: Jerry Ellingsen 32 years, Denis Staab 32 years, Joe Jewell 26 years, Bonnie Holmboe 27 years, John O'Leary 28 years, Jerry Nettles 28 years, Steve Wieland 25 years, Kevin Tucker 24 years, Dave Bell 24 years, Sonny Williams 24 years, Janet Beeck 23 years, Dave Maresh 23 years, Sue Bowman 22 years, Bradley Rogers 22 years, Frank Olson 21 years, Bob Collins 21 years, Vicki Sheckler 21 years and Ross Stuth 20 years.

MOTION is to approve Draft Resolution No. 07-097.

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

OLD BUSINESS

1039 1. Draft Resolution 07-037 Adopting the Marina Master Plan

SUMMARY: The purpose of this agenda item is to present the final draft of the updated Comprehensive Marina Master Plan to the Council, along with the Municipal Facilities Committee's recommended plan for funding the projects identified in the Master Plan. Staff is requesting Council pass Draft Resolution 07-037, adopting the updated Marina master Plan for the Des Moines Marina.

Staff Presentation: Harbormaster

2. Continued Review: Des Moines Creek Business Park Draft Second Development Agreement

SUMMARY: The purpose of this agenda item is to seek Council's direction on several policy questions that will guide the development and approval of the conceptual Master Plan and Second Development Agreement for the proposed Business Park.

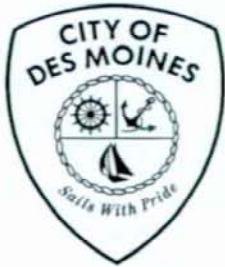
Staff Presentation: Planning, Building & Public Works Director Fredericks

NEW BUSINESS

NEXT MEETING DATE - Regular Meeting May 24, 2007

ADJOURNMENT

[illegible]



COMMENTS FROM THE PUBLIC - 3 Minutes or Less
Sign Up Sheet for 5/3/07

2

PLEASE PRINT

[illegible]

Denis Staab

From: Susanrdo@aol.com
Sent: Thursday, May 10, 2007 4:08 PM
To: _Council
Cc: Roger Baker; Tony Piasecki
Subject: Fwd: 21606 29th Ave. S

I just received a phone call from Mr. Reilly who is quite upset about activity going around his property at the above address. He has owned the property for 18 years and is quite concerned about all the loitering around his property, etc. I told him I would let you all know that I talked to him and he would appreciate some response from us and help with the situation.

Susan

See what's free at AOL.com.

Denis Staab

From: Ray Prentice [Ray.Prentice@AlaskaAir.com]
Sent: Tuesday, May 08, 2007 9:23 PM
To: White Home
Subject: Info on the Mount Rainier Track



MR Track Master
Plan rev 4-24-...



The Jim Kennett
Track renovati...



_MG_0050_13_1.JPG
G (368 KB)

Susan,

It was a pleasure speaking with you tonight about the track project at the Midway/Pacific/Mount Rainier Campus.

Per your request I included several attachments which I think you will find helpful. I also included a great aerial showing what great campus this will be, especially with a track for all to use! I was thrilled to hear that you are supportive of the project and that you see this as a great addition to the community and an opportunity to partner with Highline Schools. As we discussed I believe Ed Pina is supportive of the project in concept however we did not get into specifics on the finances. Patrice is supportive as well.

I would like to request that the City Council consider contributing \$20,000 towards this project via a letter of support with funds being made available the Summer of 2008. Highline Public Schools have already committed \$61,000 providing the King County Youth Sports Grant is secured along with fund raising and community support to total the \$165,000 price tag.

Critical timing:

Our Youth Sports Grant application must be "received" by June 23rd so I would really need a letter of financial support by June 15th.

Please let me know your thoughts on how we can move forward with this great opportunity to do something great for the Des Moines Community.

Ray Prentice
(206) 433-1089 hm
(206) 465-4815 cell

Message has been checked for viruses by AAG MailScan

Denis Staab

From: Bill Reilly [reillypar@hotmail.com]
Sent: Thursday, May 10, 2007 3:22 PM
To: White Home
Subject: 21606 29th Ave. S

Susan, I enjoyed talking with you. Please follow up with the police regarding the activity at the corner of 29th S. and S. 216th. in front of my 4 plex. Thanks, Bill Reilly Citizen of Des Moines

More photos, more messages, more storage—get 2GB with Windows Live Hotmail.
http://imagine-windowslive.com/hotmail/?locale=en-us&ocid=TXT_TAGHM_migration_HM_mini_2G_0507



**Washington State
Department of Transportation**

SR 99 around the clock construction from S 284th to S 276th St.

NOISE WILL AFFECT SR 99 AREA RESIDENTS between May 14th through May 21st

Installation of underground detention tank

During 7 nights in May, the Washington State Department of Transportation will have construction crews installing a storm detention tank in the middle of SR-99 roadway. The nighttime work will begin on May 14th and be completed by May 21st. This work is associated with SR 99 South 284th to South 272nd Street HOV Lane Project.

SR 99 Lane Closures between May 14th through May 21st

Construction work will close the two middle lanes of SR 99 and divert traffic to the new outside lanes for both Northbound and Southbound directions. The closures will affect the areas between S. 284th to S. 276th St., starting on May 14th and finishing on May 21st. Notification and road construction signs will be placed prior to, and throughout the lane closures with the assistance traffic control flaggers, and traffic control devices. Local residents within the road closure will be allowed access to and from their homes during the road closure.

Nighttime Work

Nighttime work is necessary along with day time work to expedite and complete the detention tank installation, while ensuring a safer construction environment to the public, and lessen traffic congestions.

EXPECT DELAYS ALONG LOCAL ROADS

Residents in the neighborhood along the construction site may experience delays.

NOISE

This work is unavoidably noisy. Construction crews will take several steps to minimize noise. Back-up warning beepers that automatically adjust to the lowest possible noise level to reduce noise are examples of our efforts to reduce noise.

IMPROVING SAFETY

When our work is complete, drivers will have a smoother and longer lasting driving surface.



CONTACT INFORMATION

We thank you in advance for your patience.
To learn more about this project, please contact:

Jose Prieto

Phone: (206) 786-2490

E-mail: PrietoJ@wsdot.wa.gov

To learn more about the widening project, visit our website at:

http://www.wsdot.wa.gov/Projects/SR99/S284th_S272nd_HOV/

May 7, 2007

www.wsdot.wa.gov

Memo

To: City Council
Through: City Manager *Toy*
From: Development Services Manager *KM*
Date: May 9, 2007
Re: Zenith Viewpointe

Attached to this memorandum is a copy of a letter that was sent by city staff on April 25, 2007 to Mr. Robert Benson and Ms. Alice McCabe. Mr. Benson and Ms. McCabe own property located immediately south of and abutting the South 239th Street right-of-way in the Zenith neighborhood area. The purpose of the letter was to inform these property owners that the city had approved engineering plans to construct South 239th Street and associated improvements as required by city codes for the Zenith Viewpointe mixed use project.

City staff wanted to make the property owners aware that the engineering plans that were approved on April 24, 2007 revealed that their fence encroached into the public right-of-way and that it conflicted with the planned street improvements. In addition to the notice letter, city staff also met with both property owners the day that they received the letter to assist them in understanding the plans for the street and how the fence affects those plans. Mr. Benson and Ms. McCabe asked if a survey was completed and city staff stated that the plans were based on a survey that the applicant completed. They both also requested copies of the survey as well as the civil plans, and building plans that were under review. The city accommodated those requests.

During the "Comments from the Public" portion of the agenda at Council's regular meeting on April 26, 2007, Council received comments from these property owners. Remarks were made that city was allowing a developer to take their property away from them and that the fence had been established for approximately 30 years entitling them to ownership. Furthermore, Mr. Benson and Ms. McCabe did not

believe that the city approved plans were based on an accurate survey because it was done by the developer and because of that it was biased. Additional concern was expressed if access would be maintained to their properties from the new road. After receiving these comments, Council directed staff to research the issues that were raised and respond.

Staff has reviewed this matter in detail and provides the following information. The remarks and suggestion that the existence of a 30 year fence makes uncertain or entitles the neighboring property owners to ownership of the land within the fenced area is not able to be supported by law or fact. Encroachments into public right-of-way cannot assume ownership under adverse possession. Also, vacation by operation of law under the laws of 1889-1890 are not applicable in this situation for a variety of reasons. This portion of the South 239th Street right-of-way, which was originally created by a land subdivision under The Maples Plat in 1889, has not been vacated under a legislative or judicial authority and would fail to be vacated due to the fact that the right-of-way has been historically maintained and used for public purposes. Even if a vacation by operation of law case were pursued and, for the sake of argument, successfully achieved, the ownership of this portion of the South 239th Street right-of-way would revert to the property owner to the north (the Zenith Viewpointe property) because the southern portion of the original 60 foot right-of-way under The Maples Plat was subsequently vacated, replatted and incorporated into the properties on the south side of South 239th Street under the The Nimock's Replat of a Portion of The Maples. That is why the current South 239th Street right-of-way is unusually narrow.

Regarding the issues relating to survey accuracy and maintaining existing access to neighboring properties, staff has confirmed that the survey was completed in 2001 by a licensed surveyor in the State of Washington. There is no apparent reason to believe that this survey is not accurate or that there is a bias. As a courtesy to the neighbors (but at an expense and delay to the applicant), staff has suspended the issuance of approved permits to the applicant until May 11, 2007 to allow the neighboring property owners the ability to have their own survey done. That survey is due to be field staked on May 10, 2007.

Access from South 239th Street to both Mr. Benson and Ms. McCabe's properties will be maintained to their current use. Our engineering division directed the design of the street and improvements to match with Ms. McCabe's secondary drive access to her property and Mr. Benson will continue to have pedestrian access to the street to match this current condition.

In addition to the above information, Council may find it helpful to know that the City Manager and other city staff met with neighbors who own property on both sides of the Zenith Viewpointe project site (Mr. Benson, Ms. McCabe, Mr. Pettibone, and Ms. Robertson) on May 7, 2007 to further discuss and clarify the fence encroachment issue and answer questions that they might have. There were many questions that

were asked which were not related to the fence encroachment issue at this meeting, but instead pertained to site development, project design and city codes. Grading, building heights and retaining walls were discussed and staff informed residents that the design complied with our codes despite some debate from them. More discussion about the encroaching fence also occurred and concern was expressed by the neighbors about the possible hardship of having to rebuild their fences if they did not prevail in their arguments. It was asked if staff would look into if Mr. White would be willing to rebuild their fence for them. Staff could not make any commitments at that time and indicated that this was not a city requirement, but that we would pursue it for them. Mr. White has been contacted since that time and he has offered to build them a new fence at his cost for the portion of the fence that is affected.

enclosures



City of Des Moines

PLANNING, BUILDING AND PUBLIC WORKS
www.desmoineswa.gov

21630 11TH AVENUE SOUTH, SUITE D
DES MOINES, WASHINGTON 98198-6398
(206) 870-7576 FAX (206) 870-6544



April 25, 2007

Mr. Robert Benson
23905 Marine View Drive South
Des Moines, WA 98198

Re: Fence Encroachment on City Right-of-Way (South 239th Street)

Dear Mr. Benson:

City records and a review of recent survey information show that a fence installed along the north side of your property extends beyond your property boundaries into the public right of way for South 239th Street. The City of Des Moines has recently approved plans to allow for construction within this right-of-way for curb, gutter, sidewalk, a paved street, retaining structures and related improvements. Construction of these street improvements is a city requirement and necessary to provide access to a new mixed use development entitled Zenith Viewpointe which adjoins South 239th Street to the north.

As mentioned, construction plans for this street have now been approved by the City. We expect construction to start possibly within the next month and would like to begin coordinating with you regarding the removal and relocation of this fence. We are asking that if you would like to retain your fence materials and have as much control as possible how the fence is handled, that you make immediate arrangements for its removal from the right-of-way. If, on the other hand, you choose not to make such arrangements or otherwise contact the city to discuss your plans for the fence, the city will instruct the contractor to simply remove the fence in sections and place it on your property. The city respects your property and wants to accomplish the fence relocation in a manner that least impacts you and your property. To assist the city, we are asking that you communicate directly with the city staff member stated below to give direction on how this is can be achieved.

Please contact Robert Ruth by May 4, 2007 so that we can begin to resolve this issue. I can be reached at 206-870-6555 during regular business hours or at rruth@desmoineswa.gov by e-mail.

Regards,

Robert Ruth, AICP
Development Services Manager

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Agreement with DataBar, Inc. to
Print and Mail Monthly Moorage Bills.

ATTACHMENTS:

1. Draft Agreement with DataBar, Inc.

FOR AGENDA OF: May 10th, 2007
DEPT. OF ORIGIN: Marina

DATE SUBMITTED: April 27, 2007
CLEARANCES:

[X] Marina _____
[X] Legal ES
[X] Finance pk

APPROVED BY CITY MANAGER

FOR SUBMITTAL: AP

A. Purpose & Recommendation

The staff is requesting that the Council approve the attached draft agreement with DataBar, Inc., from Edgewood, WA, and authorize the City Manager to sign the agreement. If the agreement is approved, DataBar, Inc. will process, print and mail the monthly moorage statements for the Marina. The estimated cost for the services is about \$800 per month or about \$9600 per year. DataBar is requesting a three year agreement so the total value of this contract is about \$29,000.

Recommended Motion

"I move that the City Council approve the draft agreement with DataBar, Inc. to provide billing services to the Marina, and authorize the City Manager to sign the agreement, substantially in the form as attached."

B. Background

Since 1996 the monthly moorage statements have been prepared by Olympic Data, a company based in South Seattle. The Marina provides the monthly billing data to Olympic Data in an electronic format, typically on a disc, and Olympic Data prints the statements and mails them to the moorage holders. The Marina averages about 900 statements per month. The customers can return their moorage payments directly to Key Bank where they are deposited directly into the City's account. Currently, Olympic Data is charging the Marina about \$750 per month for this service which includes the paper stock for the statement, the envelope, the return envelope and postage.

C. Discussion

Late last year, Olympic Data was purchased by a larger company, Kaye-Smith. The new company has several locations and the nearest one is in Renton. About three months ago, Kaye-Smith notified the Marina that they were terminating their agreements with their “smaller” accounts. Apparently they specialize in large accounts like utilities that send out thousands of invoices every month.

The Marina staff began looking for another vendor for this service. The staff found that it is difficult to find a company that will take on a “smaller” account like the Marina. DataBar, Inc. was referred to the staff by Highline Water District because the District uses them to print and mail their statements. DataBar’s rates are about 10% higher than the Marina is paying now, but DataBar’s service includes the paper stock, envelopes, and in addition, bar-coding the remittance stub with the account information, which will significantly reduce posting errors at the Key Bank lock box. Key Bank has been asking the Marina to begin bar-coding because it will help them keep our costs for banking down. Also, even if Kaye-Smith wanted to keep the Marina account, they indicated that their fees were going to increase significantly.

At this point, the Marina staff has completed discussions with DataBar, Inc. about the layout and “look” of the statements and the method of data transfer. Both sides are ready to proceed, pending Council approval.

Alternatives

Alternative No. 1. The Council may approve the staff’s request to approve the agreement with DataBar, Inc.

Alternative No. 2. The Council may decline to approve the staff’s request and direct the staff to seek other alternatives.

D. Financial Impact

The Marina’s costs for this service will go up by about \$1000 per year in the short term, but the added services DataBar is going to provide will help keep banking costs down in the future, along with reducing the amount of time the staff spends correcting posting errors.

When the Marina staff learned that Kaye-Smith was going to terminate the service agreement, they met with the Finance Director and staff to discuss options. At that meeting both groups agreed that it would be best to find another company to provide the billing service. The next best alternative would be to do the billing in-house, like it was done before 1996. This alternative would require the purchase and/or lease of some expensive equipment, plus hiring more staff to do the work. Another major obstacle would be finding a place to put the new equipment. The staff did not investigate the in-house alternative in much depth. Everyone agreed that it would be unlikely that acquiring the equipment and hiring more help would cost less than \$800 per month. All things considered, both the Marina staff and Finance staff think that using DataBar would be the best option.

E. Recommendation

The staff recommends that the Council approve the agreement with DataBar, Inc.



CONTRACT FOR FORM PRODUCTION SERVICES

This Agreement is made and entered into upon completed signing by and between **City of Des Moines Marina**, herein called **Des Moines Marina**, located at 22307 Dock Avenue South, Des Moines, WA 98198-4627, and **Databar Inc.**, a Washington corporation herein called "**Databar**", located at 2908 Meridian East Suite 201, Edgewood, WA 98371.

Terms of Agreement. This agreement shall expire on the third (3rd) anniversary of the signing of this agreement. If neither party provides to the other written notice of its desire to not renew this Agreement at least thirty (30) days prior to the expiration of such term, then this Agreement shall automatically be renewed for an additional one (1) year and after that shall continue to automatically renew for one (1) year periods under the same understanding.

Whereas, **Des Moines Marina** desires to have a responsible, qualified and competent entity to process, print, collate and mail statements, and **Databar** desires to obtain the right and privilege to provide such services;

Now, Therefore, **Des Moines Marina** and **Databar** agree as follows:

Des Moines Marina shall provide **Databar** with form data via direct download to **Databar's** FTP site or other acceptable magnetic media form at the rate of approximately 1,000 statements per month.

Scope of Service:

Databar shall provide the following services and supplies:

- a) Forms as approved by **Des Moines Marina**;
- b) Variable imaging will be printed in one (1) color on the face. Preprint stock will be two (2) colors on the face and one (1) color on the back. Imaging will include a bar code for reconciliation. Client will be liable for up to three (3) years worth of base stock at a rate of sixteen dollars (\$16.00) per thousand forms. This rate will increase at a rate of six percent (6%) at the conclusion of the initial three (3) year contract period;
- c) Processing which shall include: compilation of data, processing of data including redirection of flagged accounts, CASS certification and bar coding of addresses, imaging of variable data and statement onto a single sheet of 20# statement stock, perforated for remittance;
- d) Folding and insertion of form with #9 return envelopes into double window #10 envelope;
- e) **Databar** shall process and mail all forms within forty eight (48) hours of receipt of final, complete data from **Des Moines Marina**. Processing and mailing will be done one time per month for regular billings and an additional weekly runs for closing bills;
- f) **Databar** shall send an E-mail to confirm receipt of data;
- g) Normal turnaround for flyers, newsletters and other similar communication pieces to be included with statements is ten (10) working days in advance of mailing; Rate is to be agreed upon by **Des Moines Marina** and **Databar**. If **Des Moines Marina** produces the inserts they will need to be machineable and delivered to **Databar** at least three (3) working days prior to mailing date. Machineable



inserts will be billed at a rate of two (2) cents each. Minor changes, including monthly messages, will be provided at no charge.

- h) Newsletters are available to be produced by Databar for inclusion with the statement mailing. Costs to be determined prior to production.

Testing of Data - Databar shall run test files prior to processing of first three billing runs to ensure success of processing and integrity of data.

Payment. In consideration for this service, Des Moines Marina will pay the rate of eighty-eight cents (88¢) per bill mailed, including first class postage, at a minimum of one hundred dollars (\$100) per billing run to Databar. In addition, Des Moines Marina agrees to pay twenty-five cents (25¢) additional per sheet for bills requiring more than one page, plus additional postage.

Programming. Startup programming will be billed at five hundred dollars (\$500). Future programming will be billed as needed at the rate of one hundred twenty five dollars (\$125) per hour.

Increases in Postage. Should U.S. Postal Service postage rate rise during the Agreement period, the amount Des Moines Marina will pay per billing shall increase by the corresponding amount of the postage increase.

Retainer. Des Moines Marina shall maintain a retainer equal to at least one (1) month's total postage costs to Databar. This retainer amount is estimated at four hundred dollars (\$400) for purposes of this contract. Retainer amount shall be offset against outstanding amounts owed Databar at the termination of the Agreement with any remaining amounts refunded to Des Moines Marina

Billing Method. Databar shall submit invoices to Des Moines Marina monthly. Invoices shall detail the dates of form data files billed, number of forms processed, number of inserts processed, cost per billing and insertion, extension of line costs and grand total. Invoices shall be sent to 22307 Dock Avenue South, Des Moines, WA 98198-4627.

Notice of Delays. When either Databar or Des Moines Marina has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Agreement, that party shall, within two (2) days, give notice thereof, including all relevant information with respect to the other party.

Independent Contractor Status. Databar is an independent contractor and not an employee, joint venture, partner or other agent of Des Moines Marina. Databar's employees or contract personnel are not Des Moines Marina employees.

Confidentiality of Records. Databar acknowledges that all information received from Des Moines Marina, in whatsoever format and/or form, is confidential and proprietary information. Databar will not disclose nor allow, permit or make available for disclosure, or use, either during or after the term of this Agreement, any information received from Des Moines Marina without Des Moines Marina's prior written consent except to the extent necessary to perform its services under this Agreement. This Agreement is **confidential** and shall not be disseminated or distributed to anyone or in any manner.

Upon termination of Databar's services to Des Moines Marina, or at Des Moines Marina's request, Databar shall deliver to Des Moines Marina all information in its possession either in written or



electronic form, and verify that all additional data bases or other electronic possession of this information has been permanently deleted.

Dispute Resolution/Arbitration. In the event any disputes arise relating to Databar's services provided pursuant to this Agreement or stemming from this Agreement, the parties shall seek to meet in a spirit of cooperation and good faith bargaining to resolve all said disputes as soon as reasonably possible. Should the dispute arise concerning the breach, interpretation or enforcement of this Agreement, venue shall be placed in King County, Washington, the laws of the State of Washington shall apply, and the prevailing parties shall be awarded as judgment, its attorney's fees and costs.

Contact Personnel. The contact person for **Databar** services shall be Jennifer Bostwick at (800) 878-4919, ext. 342, and the backup person shall be Roger Christofferson at (800) 878-4919, ext 222. The contact person at **Des Moines Marina** shall be Bonnie Holmboe at (206) 824-5700.

Severability. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

Termination. **Des Moines Marina** or **Databar** may terminate this Agreement for any breach of a term or condition of this Agreement by **Des Moines Marina** or **Databar** which remains uncured ninety (90) days after written notice of the breach has been received from the party declaring the default. Notice must be in writing and delivered either in person or by registered mail.

Waiver. No waiver of a breach of any provision of the Agreement by either **Databar** or **Des Moines Marina** shall constitute a waiver of any other breach of the same provision or any other provision of the Agreement. Failure of either **Des Moines Marina** or **Databar** to enforce at any time, or from time to time, any provisions of this Agreement, shall not be construed as a waiver of such provision or breach. The remedies herein reserved shall be cumulative and additional to any other remedies in law or in equity.

Entire Agreement. This Agreement constitutes the entire Agreement between **Des Moines Marina** and **Databar**. It supersedes all prior communications, agreements, contracts and promises, either oral or written, by **Des Moines Marina** and **Databar**. No modification of the terms of this Agreement shall be effective unless agreed to in writing by both **Des Moines Marina** and **Databar**.

Dated this _____ day of _____, 2007.

City of Des Moines Marina:
21630 11TH Ave. So., Suite A
Des Moines, WA 98198

DATABAR, INC.:

Anthony A. Piasecki
City Manager

Roger S. Christofferson
Director of Marketing

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Registration and Travel Expenses
for Councilmember White to Attend
the AWC Annual Conference in
Tacoma – June 12-15, 2007

ATTACHMENTS:

1. Excerpt of City Council Minutes of
March 10, 2005
2. Approximate Cost Breakdown
3. Conference Schedule/Agenda

FOR AGENDA OF: May 10, 2007

DEPT. OF ORIGIN:

DATE SUBMITTED: May 3, 2007

CLEARANCES:

[] _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: _____

RECOMMENDED ACTION

It is suggested that City Council approve the following motion:

“MOTION is to authorize payment of registration and travel expenses of approximately \$498 for Councilmember White’s attendance at the Association of Washington Cities Annual Conference in Tacoma, June 12-15, 2007.”

SUMMARY STATEMENT

At the City Council meeting of March 10, 2005 (minutes attached), a motion was passed requiring City Council approval of travel expenses over \$150. The attached breakdown lists approximate costs associated with travel and conference registration for Councilmember White to attend the AWC Annual Conference.

EXCERPT

DES MOINES CITY COUNCIL MINUTES

March 10, 2005

City Council Travel and Conference Funding

Mayor Sheckler introduced the subject and noted the following three options for funding City Council travel and conferences:

1. Transferring funds from the General Fund ending fund balance.
2. Transferring funds from the Airport Defense Fund.
3. Utilizing savings from General Fund's existing appropriates.

Mayor Sheckler noted, perhaps inadvertently, that no funds were budgeted in the 2005 budget for Councilmembers to travel and participate in national and local conferences and meetings.

Upon questioning, Finance Director Henderson noted the following amounts were in the 2004 budget:

Travel: \$5,000 (mileage, airfare, meals, lodging)
Seminars/Conferences: \$2,500 (registration fees)

MOTION was made by Mayor Pro Tem Thomasson, seconded by Councilmember White, to appropriate \$3,000 for travel and \$1,500 for registration to be transferred from the General Fund ending fund balance.

Councilmember White advised that she has found tremendous benefit in outside meetings. She felt that ACW Legislative Conferences are essential and any lobbying than can be done on behalf of the City to obtain funding for projects that need funding, makes a lot of sense. She hopes this dollar amount is large enough to cover all the upcoming conferences.

Councilmember Sherman spoke in support of having funds to attend essential meetings. He noted Councilmembers are not paid for their time to attend the meetings. However, with a limited amount of funds available, he felt it important that all have an opportunity to use the funds.

MOTION was made by Councilmember Sherman, seconded by Mayor Pro Tem Thomasson, to amend the motion that expenditures for individual Councilmembers greater than \$150.00, be approved by the Council as a whole.

Councilmember Petersen stated that eliminating these funds in the 2005 budget, was not an oversight, but intentional with the budget restrictions the City is facing. He noted he will not support the motion.

Councilmember Benjamin recalled that the these funds were purposely left out to help keep expenses down and to balance the budget. He felt it is important for Council to keep its word and therefore he will not support the motion.

Councilmember Steenrod remembers at budget time saying, Council must set an example. She noted she had great difficulty eliminating line items in the budget, cut employee salaries and jobs

without Council also making difficult decisions. She noted Council must weigh needs versus wants, and she feels this is a want. She cannot support the motion.

Councilmember Sherman pointed out that his amendment would allow oversight of unnecessary expenditures. He cited Councilmember White's recent trip, clearly linked to a mission of this Council, which may very well bring a significant amount of money to the City. He agreed Council needs to be careful of how money is spent. He also spoke in support of attendance at Association of Washington Cities meetings to allow networking with other cities and to know about what is going on in the State.

CALL FOR THE QUESTION: Councilmember Steenrod called for the question. Motion passed 6 to 1, with Mayor Pro Tem Thomasson opposed.

VOTE ON AMENDMENT: Motion passed 4 to 3 with Councilmembers Benjamin, Petersen and Steenrod opposed.

VOTE ON MAIN MOTION: Motion passed 4 to 3 with Councilmembers Benjamin, Petersen and Steenrod opposed.

Tentative Agenda

Tuesday, June 12

Pre-conference meetings:

- Nominating Committee
- AWC Board of Directors

Golf Tournament

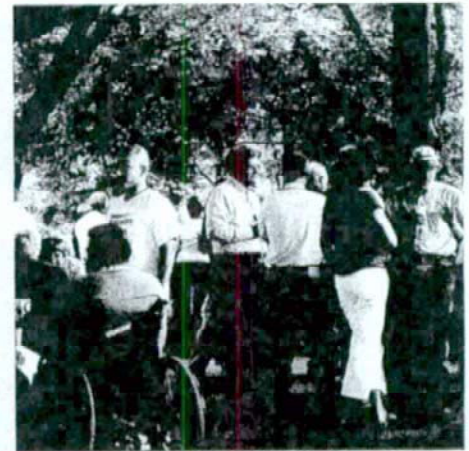
11 am–5:45 pm

Conference Orientation

6 pm

Welcoming Reception

6:30-8 pm



Wednesday, June 13

Pre-Conference Workshops

9–11:30 am

Municipal Recognition Lunch

11:45 am-1 pm

General Session

1:15-2:45 pm

Waterfront Economic
Development Boat Tour

Workshops

3-4:30 pm

Dinner at Point Defiance Zoo

6-9 pm



Thursday, June 14

Fun Run/Walk

Emerging Issues Breakfast

7:30-9 am

Urban Living Tour

Two choices:

- Salishan Housing Project
- Downtown Living (walking tour)

Workshops

9:15-10:15 am

10:30 am-Noon

Governor's Lunch

(Governor Gregoire invited)

12:15-1:30 pm

Workshops

1:45-3 pm

3:15-4:30 pm

Small Business Districts Tour

Exhibit Opens

3 pm

Exhibit Reception

5:30-7 pm

Dine Around Tacoma

7-11 pm

Friday, June 15

Exhibit Breakfast

7:30-9 am

Roundtables

9-10:15 am

CML Workshop

8:45-10:15 am

Port of Tacoma Boat Tour

AWC Business Meeting

10:30 am-Noon



www.awcnet.org/awccconference

ATTACHMENT 3

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Request for Additional Funds for the
Marina CCTV Security Camera Project.

FOR AGENDA OF: May 10th, 2007
DEPT. OF ORIGIN: Marina

ATTACHMENTS:

1. Proposal from Reliable Hardware for Multiplexer.
2. Proposal from PTI for Additional Gate Relays.

DATE SUBMITTED: March 5, 2007
CLEARANCES:

[X] Marina _____
[X] Finance ph

APPROVED BY CITY MANAGER

FOR SUBMITTAL: [Signature]

A. Purpose & Recommendation

The purpose of this agenda item is to ask the Council to authorize an additional \$2,500 for the CCTV Security Camera Project in the Marina. The additional funds will be spent on more equipment for the CCTV Security Camera system and the existing Card Lock gate system. The additional funds would come from the Marina Fund 404, the Depreciation and Improvement account.

Recommended Motion

"I move that the Council authorize additional expenditures from Fund 404 for the Marina's CCTV Security Camera project in the amount of \$2,500."

B. Background

This project was initially authorized as part of the Marina's 2006 Capital Improvement Program. The project was started in the fall of 2006 and was carried over into 2007. The initial budget authorization for this project was \$118,600. Actual Expenditures and funds obligated to-date total \$113,274, which includes \$19,100 to Elcon Associates for engineering and design services, \$83,766 to pay Reliable Security Services to install the cameras and recording equipment, and \$10,408 for conduit and other enclosures necessary to install and protect the equipment. There is \$5,326 left out of the original appropriation.

C. Discussion

The Council approved a contract with Reliable Security Services to provide and install the cameras and equipment that totaled \$83,766, including a contingency fund of \$7,615. The first phase of the project was the installation of the conduit and weather proof equipment housings. At that time, it was discovered that some of the conduit runs would be underwater during the higher tides, which created the possibility that salt water could get into the conduits and degrade the fiber optic cable. The contractor recommended that the Marina upgrade the specified fiber optic cable to a cable with a corrosion resistant jacket. The engineers/designers concurred with the contractor's recommendation and the City Manager approved Change Order No. 1. The cost of the upgrade was about \$7700, but the contractor agreed to upgrade the cable for \$7,615, the amount in the contingency fund, rather than wait for the Council to approve the additional funds.

Now that we are near the end of the project, we have found two more issues that need to be addressed. The first issue involves the way the system stores "events". The CCTV security camera system is designed to interface with the card lock gate system. When a tenant uses their key card to open one of the gates, the CCTV system will receive a signal and that "event" will be recorded. When the technicians were making the connections between the two systems, they found that there was only one "relay" or place to connect the camera system to the gate system. In practical terms, this means that when a tenant opens one of the gates, the system records the event at all of the gates. Since we have 14 gates, operating the system in this configuration would require significantly more memory on the hard drives and would make the batch reports much larger than necessary. The solution to this problem is to install more "relays" in the gate system, so that when a gate is opened, the signal to save the event goes to that specific camera, not all of them. The cost for the additional relay switches is a little over \$1000.

The second issue involves accessing the system. Currently, the way the system is set up, the images recorded by the cameras will be available on any computer in the office, but they will not be continuously displayed anywhere. Eventually, the staff wants to get a large screen LCD television that can be mounted on a wall in the office to display the images continuously. A large monitor with a constant display would be more convenient for the staff, but the biggest advantage is that it would be immediately apparent to any customer or visitor that comes in the office that the facility has a CCTV security system. To set the system up for a large monitor, the contractor needs to add another piece of equipment called a multiplexer. The cost for the equipment installed is about \$1300. The staff would like to add the multiplexer now, while the contractor is on site, but they will wait until they can find a large monitor on sale to purchase that piece. Typically, 36 inch LCD screens can be purchased on sale from Dell or Gateway for \$700 to \$900, and the City's IT manager can install it and connect it to the multiplexer. The staff anticipates purchasing the monitor with operating funds.

Alternatives

Alternative No. 1. The Council may approve the staff's request to authorize the expenditures for the additional equipment.

Alternative No. 2. The Council may decline to approve the staff's request for one or both of the additional pieces of equipment. (Realistically, if the Council declines to approve the purchase of the additional relays with funds from the capital fund, the Marina staff will have to purchase them with operating funds because of the impacts on the systems storage capabilities. The additional storage capacity would probably cost more than the relays.)

D. Financial Impact

Purchasing the extra relays will add about \$1100 to the cost of the project. Purchasing the multiplexer will add about \$1300 to the cost of the project. Even with the two additional pieces of equipment, the total project cost will still be about \$2,500 under the original appropriation.

E. Recommendation

The staff recommends that the Council approve the staff's request for funds to purchase the two pieces of equipment.

Concurrence:

The Municipal Facilities Committee has discussed this request and concurs with the staff's recommendation. The Finance Director has also reviewed this request.



RELIABLE SECURITY SERVICES

Design, Installation and Service

P.O. BOX 1298
EVERETT, WA 98201
(425) 353-5512 / 1-800-445-5166
FAX (425-252-3426)

CITY OF DES MOINES MARINA
22307 DOCK AVE. SO.
DES MOINES, WA 98198
ATTN: JOE DUSENBURY
PHONE: 206-824-5700
FAX: 206-878-5940

DATE: 4/12/07
PREPARED BY: GARY OLSON
QUOTE # 5154

ADD MULTIPLEXER TO SYSTEM FOR LARGE DISPLAY

<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>AMOUNT</u>
1	DVM-96Q MULTIPLEXER MULTIVISION QUEST, 16CH COLOR, 720X480	\$857.03	\$857.03
1	MINI COAX JUMPERS FOR DVR TO MUX AND 1 TO MONITOR	\$84.50	\$84.50
	INSTALLATION		\$229.50
	TOTAL		\$1,171.03

NOTE: SHIPPING NOT INCLUDED

All prices subject to taxes if applicable.

Prices are good for 30 days only.

Losses and fines are the sole responsibility of the customer.

RSS is not an insurer and a security system is no guarantee against loss.

The information contained in this quote is privileged and confidential information intended only for the use of the individual or entity named above and you are hereby notified that any dissemination, copying or printing of this quote is strictly prohibited without prior written permission from the originator.

BY: _____ ACCEPTED: _____ DATE: _____

PROTECTION

Parking, Security & Access Controls

April 16, 2007

Mr. Scott Wilkins
Des Moines Marina
22307 Dock Avenue South
Des Moines, Washington 98198

Dear Scott:

Enclosed is the quotation that you have requested for the Des Moines Marina.

Thank you for the opportunity to provide you with this quotation. Please be assured that if you accept this proposal, we will do everything we can to provide Des Moines Marina with the most professional and efficient service possible.

If you have any further questions or concerns, please do not hesitate to call me. I look forward to working with you on this project.

Kind regards,

Dick Crocker
Systems Consultant

DC:lw

Attachment 2

DES MOINES MARINA Quad Output Modules

System Overview

This proposal is for parts only. The parts include three quad output modules for the MAXxess BLP processor and one Din Rail Mount Kit.

System Components

- 3 MAXxess Quad Output Modules
- 1 MAXxess Din Rail Mount Kit

Pricing

The total price to provide the above quoted is \$932.

Clarifications and Exclusions

- ✦ Prices do not include Washington State Sales Tax.
- ✦ This quotation is valid until May 16, 2007.
- ✦ This quotation is for parts only and does not include any installation labor or technical support. If requested, these services are available to you at an additional charge.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Service Recognition Week

FOR AGENDA OF: May 10, 2007

DEPT. OF ORIGIN: Administration

ATTACHMENTS: Draft Resolution No. 07-097

DATE SUBMITTED:

CLEARANCES:

[X] Finance

[X] Legal *P. Borman*

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *AP*

RECOMMENDED ACTION

It is recommended that the City Council pass Draft Resolution No. 07-097. The following will appear on the consent calendar of May 10, 2007.

MOTION: "To adopt Draft Resolution No. 07-097, announcing and proclaiming May 7 through May 11, 2007, as "Public Service Recognition Week."

SUMMARY STATEMENT

An Employee Recognition Committee was formed approximately 10 months ago with a main objective of boosting the morale of the employees. One of the main issues that the Committee has been working on are ways to recognize employees for all of their hard work and dedication that they have provided to the City. The Committee was made aware of Public Service Recognition Week and wanted to take advantage of recognizing all employees who have served the City 20+ years. The Committee was hoping to have the Public Service Proclamation, along with each employee's name, read at the May 10 Council Meeting. The 19 employees who have 20+ years of service read as follows: Jerry Ellingsen, 32 years, Denis Staab 32 years, Joe Jewell 26 years, Bonnie Holmboe 27 years, John O'Leary 28 years; Jerry Nettles 28 years, Steve Wieland 25 years, Kevin Tucker 24 years, Dave Bell 24 years, Sonny Williams 24 years, Janet Beeck, 23 years, Dave Maresh 23 years, Sue Bowman 22 years, Bradley Rogers 22 years, Frank Olson 21 years, Bob Collins 21 years, Vicki Sheckler 21 years and Ross Stuth 20 years.

ALTERNATIVE

DRAFT RESOLUTION NO. 07-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, recognizing millions of public employees at the federal, state, county, and city level; and dedicating and declaring the week of May 7 through May 11, 2007, as "National Public Employee Recognition Week" in the City of Des Moines.

WHEREAS, two hundred sixty (260) million Americans are served every day by public employees providing a wide range of services, and

WHEREAS, public employees take not only jobs but oaths, and

WHEREAS, many public employees--including police officers, firefighters, border patrol officers, embassy employees, military personnel, health care professional, and others--risk their lives each day in service to the people of the United States, and

WHEREAS, public employees include teachers in our schools, nurses to administer vaccines; computer technicians to pay out Social Security and veteran's benefits, unemployment checks, and food stamps; safety inspectors for power plants, mines, and airplanes; food inspectors to guarantee the safety of our grocery purchases; laborers to maintain our roads and bridges; transportation employees to see us safely to our destinations by bus or train; and all other people who provide the diverse services demanded by the American people of their government, and

WHEREAS, without these government employees at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials; now, therefore,

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

The Des Moines City Council announces and proclaims that May 7 through May 11, 2007, is "Public Service Recognition Week", and encourages all citizens to recognize the

Resolution No. ____
Page 2 of ____

accomplishments and contributions of government employees at the federal, state, county, and municipal level to this City.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of ____, 2007 and signed in authentication thereof this ____ day of ____, 2007.

M A Y O R

APPROVED AS TO FORM:

P. Bosmans
City Attorney

ATTEST:

City Clerk

DRAFTRES:07-097

Pulled

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Lower Des Moines Creek
Evaluation – Hydraulic Study

ATTACHMENTS:

1. Professional Services Contract

AGENDA OF: May 10, 2007

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: May 4, 2007

CLEARANCES:

[X] Finance

[X] PBPW

[X] Legal

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

Purpose and Recommendation:

The purpose of this agenda item is to approve the attached consultant agreement with Tetra Tech/KCM for performing a hydraulic study of the lower stream section of Des Moines Creek for the purposes of providing the necessary data in order to raise the Beach Park Dining Hall above the 100-year flood plain and providing recommendations for a revised creek section and profile of the stream segment between the Dining Hall and the concrete access bridge upstream of the Dining Hall.

The study will also evaluate and make recommendations for channel modifications from the concrete bridge to the newly constructed Marine View Drive Bridge to reduce over bank flooding. A sediment transport analysis will also be made as well as determining the maintenance frequency, adequacy of the location, and size of two in-stream sediment trap areas being considered by the Washington State Department of Fish and Wildlife (WDFW). These limited areas would be designated as maintenance zones, allowing the removal of sediment buildup as needed, thereby reducing the high cost of removing sediment buildup beneath buildings and protecting the remaining sections of the stream as fish habitat areas.

Suggested Motion:

" I move to award the contract for professional engineering services for the Lower Des Moines Creek Hydraulic Evaluation to Tetra Tech/KCM, Inc. in the amount of \$58,011 plus a 10% contingency, and further to authorize the City Manager to sign said contract. "

Although this study is not necessary to be complete before starting the emergency dredging work scheduled for July of this summer, it is anticipated that any associated FEMA funds garnered to pay for the emergency dredging will be conditional that this study be made. FEMA is in the process collecting flood damage information and making funding eligibility reviews of the damage.

Background:

The Dining Hall, as part of the 2008 renovation work, is proposed to be raised 1-foot above the 100-year flood plain. Also in 2008, it is proposed that the stream channel be widened between the Dining Hall and the vehicular bridge, to convey the largest storm possible. To determine how high the building needs to be raised and how to design a building foundation system that can span a widened channel, a hydraulic study needs to be made that will estimate the 100-year water surface elevation using a recommended creek cross section and profile between the Dining Hall and vehicular bridge. Modeling information from the Des Moines Creek Basin Plan will be used for estimating the peak flow volumes.

During peak storm events, flows overtop the banks at several locations upstream of the vehicular bridge. To address bank overtopping, the study will also examine the need to make stream modifications, either by building up the stream banks or channel widening the channel upstream of the vehicular bridge to the Marine View Drive Bridge. The objective will be to keep as large of a storm as possible within the stream channel yet accommodating stream habitat features located within the channel.

The study will also evaluate sediment buildup within the channel. It is estimated that as much as three feet of sediment buildup has occurred under the Dining Hall and the stream section between the Dining Hall and the upstream vehicular bridge. Buildup is causing even the normal flows to overtop the banks in the vicinity of the Dining Hall. The study will evaluate ways to improve sediment transport through the problem areas as well as evaluate two potential sites for use as in-stream sediment traps, areas where the sediment load will be designed to collect and be easily removed. The sediment trap areas will be approved by WDFW and designated as maintenance zones. The study will estimate the trap size needed anticipating a reduction of sediment as a result of controlled peak flows (because of the Des Moines Creek Basin Plan projects) as well as the frequency of maintenance.

Discussion:

It is very important to have a better understanding of the hydraulics of the stream, especially the lower section of Des Moines Creek. With this understanding, the creek channel's capacity can be maximized resulting in less flooding affecting the Beach Park buildings. It is also important to understand the ability of the existing channel to transport sediment through the park rather than depositing it in areas that are expensive or extremely difficult to remove such as under buildings. This study will evaluate ways to improve the stream's ability to transport sediment as well as look at ways to collect sediment where it is easier and permitted to remove.

With the three flow-reducing Basin Plan Projects being complete this year, it is also valuable to determine the expanse and elevation of the altered 100-year flood plain. This could have a significant effect on the cost for raising and supporting the Dining Hall Building and modifications of the other Beach Park buildings and permits associated with those projects.

Alternatives:

The Dining Hall can be raised above the current 100-year flood plain as defined by FEMA and the foundation may be designed to span a specified width, for example, the width of the span of the vehicular bridge plus two feet. However, in doing this, raising the building higher than it needs to be or providing a foundation span that is longer than it needs to be will add cost to the building work. Also, information from the hydraulic study (along with the stream modification work) can be used to revise the FEMA flood plain map thereby reducing the flood insurance rate for the structures in the park.

Financial Impact:

Since the study would benefit both the Beach Park building renovations as well as provide information for improving the stream, it is proposed that the cost for the study be shared between Surface Water Management and the Dining Hall Renovation Project. The estimated ending fund balance of SWM operations would be reduced by \$29,005 to \$210,371 and the Dining Hall Project contingency would be reduced from \$85,035 to \$56,030.

Recommendation/Conclusion:

Staff recommends approval contract with Tetra Tech/KCM and proceeding immediately so that information will be made available for permitting of raising the Dining Hall next summer.

STANDARD CONSULTANT AGREEMENT		CONSULTANT/ADDRESS/TELEPHONE	
AGREEMENT NUMBER FEDERAL AID NO.		KCM, Inc., dba Tetra Tech/KCM 1420 Fifth Ave, Suite 600 Seattle, WA 98101 206/883-9446	
A G R E E M E N T T Y P E C H E C K O N E	☐ LUMP SUM LUMP SUM AMOUNTS \$ _____		PROJECT TITLE AND WORK DESCRIPTION Lower Des Moines Creek Evaluation
	☒ COST PLUS FIXED FEE OVERHEAD PROGRESS PAYMENT RATE _____ % OVERHEAD COST METHOD ☐ ACTUAL COST NOT TO EXCEED _____ % ☒ FIXED RATE <u>31</u> % FIXED FEE \$ _____		
			DBE PARTICIPATION ☐ YES ☒ NO _____ %
			WBE PARTICIPATION ☐ YES ☒ NO _____ %
			FEDERAL ID NO. OR S.S. NO. 91-0888400
☐ SPECIFIC RATES OF PAY ☐ NEGOTIATED HOURLY RATE ☐ PROVISIONAL HOURLY RATE		COMPLETION DATE	MAXIMUM AMOUNT PAYABLE
☐ COST PER UNIT OF WORK		July 31, 2007	\$58,011

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of **City of Des Moines, Washington**, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit "B" attached hereto, and by this reference made a part of this AGREEMENT.

III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "B" attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE) and Women Owned Business Enterprises (WBE) if required shall be shown in the heading of this AGREEMENT.

All reports, PS&E materials, and other data, furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT

and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "C" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit "G" to this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit "G", attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, the STATE, or the AGENCY,

except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or terminations, rates of pay or other forms of compensation, selection for training, retention of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federal-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the American Disabilities Act of 1992, as amended.

B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.

C. SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.

D. INFORMATION AND REPORTS: The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the United States Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. SANCTIONS FOR NONCOMPLIANCE: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

F. INCORPORATION OF PROVISIONS: The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including

procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

G. UNFAIR EMPLOYMENT PRACTICES: The CONSULTANT shall comply with RCW 49.60.180.

IX TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "F" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to the Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is

usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees' fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT. In such an event, the Consultant would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this

AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI MEDIATION/ARBITRATION CLAUSE

If a dispute arises from or relates to the AGREEMENT 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 Commercial or Construction 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 AGREEMENT or breach thereof may, upon mutual agreement by both parties, be conducted under the American Arbitration Association's Commercial or Construction 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. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

All questions related to this AGREEMENT 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 AGREEMENT, 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 AGREEMENT until the parties have exhausted the mediation and arbitration procedures required by the previous paragraph.

XIII

LEGAL RELATIONS AND INSURANCE

Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold the Agency, its officers, officials and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Agency; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the Agency, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the Agency of defending such claims and suits shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of the Consultant's agents or employees.

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 Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form

CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The Agency shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Agency.

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

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

payable under this Agreement or one million (\$1,000,000) dollars, whichever is the greater. In no case shall the Consultant's professional liability to third parties be limited in any way.

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 Agency 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.

XIV EXTRA WORK

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive an act upon a claim submitted before final payment of the AGREEMENT.

- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

- E. Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV ENDORSEMENT OF PLANS

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering date furnished by him.

XVI FEDERAL AND STATE REVIEW

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII CERTIFICATION OF THE CONSULTANT AND THE AGENCY

Attached hereto as Exhibit "A-1", are the Certifications of the CONSULTANT and the AGENCY, Exhibit "A-2" Certification regarding debarment, suspension and other responsibility matters--primary covered transactions, Exhibit "A-3" Certification regarding the restrictions of the use of Federal funds for lobbying, and Exhibit "A-4" Certificate of Current Cost or Pricing Data. Exhibits "A-3" and "A-4" are only required in agreements over \$100,000.

XVIII COMPLETE AGREEMENT

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid

unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and

agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

By _____

By _____

Consultant KCM, Inc., dba Tetra Tech/KCM

Agency _____
City Manager

APPROVED AS TO FORM:

By: _____
Title: City Attorney

Exhibit A-1(a)
Certification Of Consultant

Project No. _____
Local Agency _____

I hereby certify that I am Anthony M. Melone and duly authorized
representative of the firm of KCM, Inc., dba Tetra Tech/KCM whose address is
1420 5th Ave., Seattle, WA 98101 and that neither I nor the above
firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit A-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of _____,
Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an
express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or
consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of
Transportation and the Federal Highway Administration, U.S. Department of Transportation, in
connection with this AGREEMENT involving participation of Federal-aid highway funds, and is
subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit **A-2**

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): KCM, Inc., dba Tetra Tech/KCM

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit A-3

Certification Regarding The Restrictions of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): KCM, Inc., dba Tetra Tech/KCM

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit A-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of Lower Des Moines Creek Evaluation * are accurate, complete, and current as of 4/24/07 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm KCM, Inc., dba Tetra Tech/KCM
Name _____
Title _____
Date of Execution*** _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit **C**

Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.
1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rates shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payments shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit F
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

SCOPE OF WORK
DES MOINES CREEK EVALUATION
DES MOINES BEACH PARK

4/24/07

The objective of this Agreement is to provide professional services necessary for the evaluation of Des Moines Creek from the foot bridge just before the creek enters Puget Sound upstream a to the point where the creek has historically flooded the adjacent trail. The objective of the evaluation is to provide recommendations for a revised creek section and profile between the existing building and the concrete access bridge about 100 feet away. Hydraulic analysis will provide an estimate of the 100 year water surface in the vicinity of the existing Senior Center and Founder's Lodge buildings built over the creek. Currently sediment builds up near the buildings during high flow events thus causing the stream to flow outside of its banks thru adjacent buildings and at times flood the Senior Center. The study will evaluate the following:

- A. Reach of the stream between the Senior Center and the concrete access bridge: Elevation to raise the Senior Center, build up the banks and widening of the creek to reduce over bank flooding, and improve transportation of sediment through this reach.
- B. In-Stream Sedimentation Traps: Maintenance frequency for in-stream sedimentation traps just upstream of the subject building, just upstream of the concrete access bridge, and one near the existing wood bridge near the cul-de-sac. Sedimentation traps have been sized and located by City and Washington State Department of Fish and Wildlife (WDFW).
- C. Reach of stream from the concrete access bridge upstream to the point where the stream historically has overflowed into the adjacent trail: Determine revised profile of the trail to raise it above the 100 year event.

All permitting, public involvement, and environmental documentation will be completed by the CITY.

The project will include surveying and utility mapping, conceptual level creek design, hydraulic analysis and other miscellaneous services described below. No geotechnical field exploration is anticipated at this time.

Duration

The project budgeting and fee estimate are based upon about a three month duration.

Services

The CONSULTANT shall perform all services and furnish all materials necessary to accomplish the following work items.

1. **Project Administration:** This task includes the administration of the contract between The City of Des Moines (CITY) and Tetra Tech/KCM (CONSULTANT), preparation of monthly progress reports, and quality control. This task also includes administrative efforts needed to coordinate with CITY and to complete the project on time and within budget. Subtasks include the following:
 - 1.1 Prepare monthly progress reports and review monthly invoices.
 - 1.2 Provide ongoing coordination and project management.
 - 1.3 Conduct QA/QC Review of submittals by a senior engineer.
2. **Special Services:** Under this task, the following Special Services will be provided to support evaluation efforts and produce the memorandum. Since the City has already coordinated with WDFW, no consultant coordination efforts are anticipate with WDFW. The Special Services include the following:
 - 2.1 Field Survey, Base Maps, and Existing Conditions: Field survey, stream cross sections, CAD base maps, and will be provided through the project surveyor INCA Engineers, Inc. This subtask includes the CONSULTANT'S coordination with the subconsultant. See Attached scope of work by INCA.
3. **Stream Evaluation:** This task provides for the evaluation of stream modifications from the dining hall building to the concrete bridge to reduce sedimentation deposits in the vicinity of the subject building and convey flood flows. It is assumed that the CITY will provide the peak design flows for the stream evaluation. Therefore, this SOW does not include a hydrology task. Anticipated peak design flows to be provided by the CITY include the 2-, 10, 25-, 50-, and 100-year recurrence intervals. In addition, it is assumed that a mean winter high tide of 4.7 feet will be used as the downstream boundary condition and that this will be used for all modeling scenarios. Subtasks include the following:
 - 3.1 **Hydraulic Analysis:** Provide support to the design team by determining the necessary channel configuration to meet the design criteria and includes the following subtasks:
 - 3.1.1 **Develop HEC-RAS model:** An HEC-RAS model will be developed from an existing HEC-2 model that was developed for the Des Moines Creek Trail Project (June 2007). This task includes:
 - Converting the HEC-2 model to HEC-RAS
 - Reviewing the model for data gaps
 - Site Visit
 - Incorporating new survey data into the model

The HEC-RAS model will be used to analyze the stream section and profile for conveying the 100 year event. It will also provide a water surface elevation in the vicinity of the subject building to be used by others to raise the building above the design flood flow.

- 3.1.2 **Analyze Channel Modifications:** The HEC-RAS model will be used to estimate the elevation of lowest structural element of the Senior Center to be at or above the 100 year event. Others will determine the desired freeboard above this elevation to account for debris and other factors of safety against flooding of the structure. It will also be used to determine the channel section and profile that corresponds to this flood elevation while containing flows within the channel and reducing sediment buildup within the channel.
- 3.1.3 **Sediment Traps:** The HEC-RAS model would be used to provide the hydraulic characteristics of conceptual in-stream sediment traps to be used for periodic removal of stream gravel.
- 3.1.4 **Technical Memorandum:** Provide input to the technical memorandum summarizing the methods, assumptions, and results of the hydraulic modeling. Information will be included in a joint memo with the sediment transportation evaluation.
- 3.2 **Sediment Transport Evaluation:** This task provides sediment transport information to the design team for stream modifications, trail profile changes, and estimates of maintenance frequency for the sediment traps transport. Sedimentation trap sizes and locations will be provided by the CITY based on recent CITY coordination efforts with WDFW. This task includes the following subtasks:
- 3.2.1 **Existing Conditions Sediment Analysis:** The Consultant will conduct a site investigation to characterize and document existing sediment transport conditions of Des Moines Creek along the study area of interest from the recently constructed detention pond to Des Moines beach. The existing conditions sediment transport analysis will include a survey of the study reach to document sediment sources, sinks and bed material sizes and geomorphologic conditions along the creek. A total of five sediment transport transects will be established along the study reach of interest to characterize sediment transport conditions along the stream.
- The Consultant will assess sediment continuity, sediment transport capacity and scour analysis to assess the relative transport capacities and reach-based sediment continuity using the (modified) Meyer-Peter-Muller equation for gravel bedload transport analysis. The analysis will assist in characterizing the range of existing sediment transport conditions, capacities, and evaluate scour and aggradation trends along the study reach.
- 3.2.2 **Analyze Two Sediment Issues:** The Consultant will assess the potential changes in sediment transport continuity for the stream revision (just upstream from the structures) and three sediment traps which are:
- A. **Revised Stream channel** – Use sediment continuity, transport capacity, and scour analysis to evaluate the effects of changes in sediment transport continuity for changing the channel configuration (geometry and slope), and how this relates to raising the base floor elevations of the structures of interest.

B. **Sediment Traps** – Use sediment continuity, transport capacity, and scour analysis to evaluate the effects of changes for installing in-stream sediment traps upstream of the structures of interest. The sediment analysis will also estimate the frequency of maintenance needed for the sediment trap sizes provided by the City.

3.2.3 **Technical Memorandum:** Provide input to the technical memorandum summarizing the findings from the existing conditions analysis and analysis of the revised stream section and sediment traps. Information will be included in a joint memo with the hydraulic analysis.

3.3 **Conceptual Plans:** This effort will provide plan/profile view of the stream improvement from the upstream edge of the building to the location where the stream currently jumps its banks into the trail. Several typical sections will be provided.

3.4 **Technical Memorandum:** This effort will provide a written narrative of the analysis efforts, conceptual plans, and recommendations. A draft and final memo are anticipated with two meetings with the CITY. One of the meetings is anticipated to occur at the CONSULTANT's office in Seattle.

4. **FEMA Floodplain Mapping Revisions:** This task provides for the initial efforts to work with the CITY and FEMA to determine if proposed improvements could lead to changes in FEMA's floodplain maps of the project area. Subtasks include the following:

NOTE: After the project has been constructed, the 100-year floodplain would need to be finalized and a Conditional Letter of Map Revision (CLOMR) prepared based on the new creek conditions. This scope of work does not include the necessary steps for preparation and submittal of the CLOMR (including preparation of the final floodplain map, preparing the application documents, and assembling the supporting data). In addition, the project fee does not include the application fee that FEMA requires prior to the CLOMR review.

4.1 **FEMA Coordination:** This subtask includes telephone conference coordination and a meeting with FEMA to determine the necessary design requirements for the any berms or levees that may result from the alternative analysis.

DES MOINES CREEK EVALUATION AT THE PARK

Items to be furnished to the CONSULTANT by the CITY

CITY will furnish to CONSULTANT copies of documents which are available to CITY that will facilitate completion of the assigned tasks. These are as follows:

1. Existing survey information (electronic copies).
2. All pertinence studies and as-built information on the creek under the new bridge at SR-509.
3. Peak design flows to be provided include the 2-, 10, 25-, 50-, and 100-year recurrence intervals.

DES MOINES CREEK EVALUATION AT THE PARK

Items to be furnished to the CITY by the CONSULTANT

The following documents, exhibits, or other presentations for the work covered by this agreement shall be furnished by CONSULTANT to CITY upon completion of the various phases of work.

1. Project Administration:

1.1 Monthly progress reports and invoices.

2. Special Services:

2.1 Field Survey: No separate deliverable. Copies will be included in the report.

3. Stream Evaluation:

3.1 Hydraulic Analysis Support: No separate deliverable. Copies will be included in the technical memorandum.

3.2 Sediment Transport Evaluation: No separate deliverable. Copies will be included in the technical memorandum.

3.3 Conceptual Plans: No separate deliverable. Copies will be included in the technical memorandum.

3.4 Technical Memorandum: Three (3) copies of the draft and final report.

DES MOINES CREEK EVALUATION AT THE PARK

Survey (INCA) SCOPE OF WORK

Scope of work from INCA Engineers, Inc. for surveying on the project.



TETRA TECH/KCM
Tetra Tech/KCM, Inc.
 1420 Fifth Avenue, Suite 600
 Seattle WA 98101
 (206) 883-9300
 (206) 883-9301 (FAX)

CLIENT: City of Des Moines

PROJECT: Des Moines Creek Evaluation
Des Moines Beach Park

P.D. No.: 8740024

Proj. No.: 3740024

Date: 04/20/2007

Estimate of Professional Services

Phase Description	TETRA TECH / KCM								EXPENSES @ 1.10					SUBCONSULTANTS @ 1.15			PHASE TOTALS
	Principal Engineer	Senior Engineer	Engineer	Technical Editor	CAD Drafting	Admin.	Totals	Total Labor	Travel / Meals	Printing / Reports	Computer/ CAD	Misc.	Total Expenses	INCA Engineers	---	Total Subs.	
1.0 Project Administration								\$2,610									\$2,676
1.1 Progress reports and invoice review (2 months)	3					3	6	\$786									\$786
1.2 Project Management	6					2	8	\$1,247				\$50	\$55				\$1,302
1.3 QA/QC review		4					4	\$576				\$10	\$11				\$587
2.0 Special Services								\$1,063									\$11,890
2.1 Field Survey, Base Maps, and exist R/W Plans																	
2.1.1 Subconsultant Coordination	1	5				2	8	\$1,063									\$1,063
2.1.2 See Attached INCA Engineers, Inc fee														\$10,826		\$10,826	\$10,826
3.0 Stream Evaluation								\$43,116									\$43,446
3.1 Hydraulic Analysis																	
3.1.1 Develop HEC-RAS Model	1	7	26				34	\$4,376	\$50				\$55				\$4,431
3.1.2 Analyze Channel Modifications	3	7	40				50	\$6,454									\$6,454
3.1.3 Analyze Sedimentation Traps	1		8				9	\$1,162									\$1,162
3.1.4 Technical Memorandum Input		3	12					\$1,903									\$1,903
3.2 Sediment Transport Evaluation																	
3.2.1 Existing Conditions Sediment Analysis	2	4	40		28			\$8,158	\$50								\$8,158
3.2.2 Analyze Traps and Revised Channel	2	4	35		10			\$6,056									\$6,056
3.2.3 Technical Memorandum Input			30					\$3,678									\$3,678
3.3 Conceptual Plans	2	6	12		8		28	\$3,359		\$150			\$165				\$3,524
3.4 Technical Memorandum																	
-Draft	2		12	10		8	32	\$3,402		\$50			\$55				\$3,457
-Final	2		4	4		3	13	\$1,463		\$50			\$55				\$1,518
4.0 FEMA Floodplain Mapping Revisions																	
4.1 FEMA Coordination	4	12	4			2	22	\$3,105									\$3,105
TOTAL HOURS	29	52	223	14	46	20	214	\$46,789	\$100	\$250		\$60	\$396	\$10,826		\$10,826	\$58,011
DIRECT JOB WAGES (DJW)	\$59.00	\$47.00	\$40.00	\$30.00	\$27.00	\$26.50											
SUBTOTALS	\$1,711	\$2,444	\$8,920	\$420	\$1,242	\$530											
TOTAL ESTIMATED WAGES						\$15,267											
WAGE OVERHEAD @ 1.7547						\$26,789											
PROFESSIONAL FEE @ 0.31						\$4,733											

Notes:

1. Direct Job Wages and number of hours are for estimating purposes only. Invoices will be based on actual wages and hours of staff assigned to the project.

TOTAL COMPENSATION: \$58,011

Notes:

1. Direct Job Wages and number of hours are for estimating purposes only. Invoices will be based on actual wages and hours of staff assigned to the project.
2. Direct job wages are subject to change to reflect periodic adjustments in T/KCM salary levels.
3. This Estimate of Professional Services is based on the attached "Definitions."



TETRA TECH/KCM
Tetra Tech/KCM, Inc.
1420 Fifth Avenue, Suite 600
Seattle WA 98101
(206) 883-9300
(206) 883-9301 (FAX)

CLIENT: City of Des Moines

PROJECT: Des Moines Creek Evaluation

Des Moines Beach Park

P.D. No.: 8740024

Proj. No.: 3740024

Estimate of Professional Services

Date: 04/20/2007

Phase Description	TETRA TECH / KCM								EXPENSES @ 1.10					SUBCONSULTANTS @ 1.15			PHASE TOTALS
	Principal Engineer	Senior Engineer	Engineer	Technical Editor	CAD Drafting	Admin.	Totals	Total Labor	Travel / Meals	Printing / Reports	Computer / CAD	Misc.	Total Expenses	INCA Engineers	—	Total Subs.	

Tt/KCM DEFINITIONS

"Reimbursable Expenses" include but are not limited to:

- Air Fare Expenses — Cost of ticket and travel to and from airport by public conveyances.
- Auto Lease Expenses — Basic charge, gas, oil, repairs, and insurance.
- Tt/KCM Auto Expenses — Cost of using Tt/KCM-owned vehicles at the current IRS mileage rate.
- Boat Expenses — Cost of using rental or leased boats at a fair commercial rate/hour.
- Meal Expenses — "Out-of-pocket" cost to employees while away from office on business.
- Lodging Expenses — "Out-of-pocket" cost to employees while away from office on business.
- Equipment Expenses — Cost of rental or lease of special equipment required to perform work.
- Lab Fee Expenses — Cost of consumable laboratory supplies and lab use.
- Computer Expenses — Cost for Tt/KCM and outside computers as follows:
 - Tt/KCM computers
 - * CADD and technical computers — \$14.00/hour
 - * All Other PC's — \$ 3.00/hour
 - Outside computer hardware and software invoiced at cost to Tt/KCM.
- Production Expenses — Commercial and "in-office" printing, binding, and reproduction of reports and contract documents at invoice amount or a fair commercial rate.
- Miscellaneous Expenses — Direct job expenses and costs not defined in above categories, such as special licenses, additional "out of pocket" employee traveling costs, etc.

"Subconsultant Expenses" represent the cost of outside subconsultant technical services and expenses.

"Reimbursable Expense Factor" is an amount which takes into account Tt/KCM activities related to specific reimbursable expenses; e.g., excise tax, liability insurance, and special added administrative costs and fees not related to Tt/KCM wages, and as indicated in the Professional Services Agreement and/or Estimate of Professional Services.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution 07-037 Adoption of
the Marina Master Plan.

FOR AGENDA OF: May 10, 2007
DEPT. OF ORIGIN: Marina

ATTACHMENTS:

1. Draft Resolution 07-037
2. Draft Copy – Updated Comprehensive
Marina Master Plan

DATE SUBMITTED: April 30, 2007

CLEARANCES:

[X] Marina

[X] Legal

APPROVED BY CITY MANAGER

FOR SUBMITTAL:

A. Purpose & Recommendation

The purpose of this agenda item is to present the final draft of the Updated Comprehensive Marina Master Plan to the City Council along with the Municipal Facilities Committee's recommended plan for funding the projects identified in the Master Plan. The staff is also asking the Council to consider passing Draft Resolution 07-037, adopting the Updated Marina Master Plan for the Des Moines Marina.

Suggested Motion: "I move that the City Council adopt Draft Resolution 07-037, adopting the Updated Marina Master Plan for the Des Moines Marina."

B. Background

The Comprehensive Marina Master Plan was developed over a period of time between mid 1998 and the end of 2000. The plan was formally adopted by the City Council in June of 2001. When the plan was being written the boat repair yard and the restaurant were both in the middle of long-term leases and the dry sheds were full with a substantial wait list. No significant changes were recommended for the central part of the Marina in the original plan.

Late in 2004, the owners of CSR South, Inc., the operators of the boat yard asked the staff to consider enlarging and/or reconfiguring the boat repair yard and building a larger shop building for the yard. The staff was also beginning to analyze the dry shed operation at that time. It was apparent that the dry sheds, which were built as part of the original Marina facility would soon need some major renovations. Although demand for the sheds had been consistent, the staff had not been able to increase rental rates significantly for several years without creating vacancies.

Also, the staff determined that some of the sheds were not being used for active boating, but rather boat storage and storage of other personal property, probably because the rental rates are low compared to those of other nearby storage facilities.

In addition, in 2005, the ownership of the small restaurant attached to the boat repair building changed and the staff was investigating a proposal received from a national marine hardware retailer who wanted to site one of their stores on the Marina floor. All of these developments raised some questions with the staff about the ultimate use of the area of the Marina floor from the boat yard to the Marina office, which had not been addressed in the original Master Plan.

The staff discussed these issues with the Municipal Facilities Committee, and the Committee felt that the best thing to do would be to up date the Comprehensive Master Plan to include the boat yard/restaurant/dry shed area. The staff took their recommendation to the full Council and in early 2005; the Marina retained Moffatt & Nichol Engineers as the lead consultant for the Update to the Marina Master Plan Project.

The goal of this project was to update the market information in the Master Plan and to develop a long-range plan for the area of the Marina that is occupied by the boatyard, the dry sheds and the Marina office. The project was expanded to include the retail site north of the Marina office that was proposed in the original Master Plan. In their proposal for performing the Master Plan Update Moffatt & Nichol Engineers and their sub-consultants planned to:

1. Update the Market analysis for the Marina, including some information about potential retail activity.
2. Generate three potential site development concepts for the project area. The effort will include a basic site/facility program for each use including the identification of the facility and operational requirements.
3. Identification of the most appropriate use of the existing Marina office building including the adjacent restroom.
4. Possible relocation and/or reconfiguration and expansion of the existing boatyard.
5. Siting of a marine hardware retail store, (or other compatible use).
6. Development of a site for a commercial building north of the existing Marina office building.
7. Siting of a potential passenger ferry dock and the related upland infrastructure.

The delivered product was to include;

- A project description of the potential site development capacity based on zoning and land use constraints.
- A summary of potential (planning level) project development costs based on the construction of similar projects.
- A site development plan drawing illustrating site development, circulation, and building site potentials.
- A brief summary of key opportunities or constraints affecting the site; i.e., zoning or environmental regulations or similar issues.

In June of 2005, the staff and consultants met with the Municipal Facilities Committee to review the draft of the Market Analysis for the Marina and the site development concepts. The results of the Committees work were reviewed by the full Council at a retreat in September of 2005. At that meeting the Council discussed several policy questions, including;

- What is the appropriate level of commercial activity on the Marina floor?

- Given what we know now, should we still plan to expand the guest moorage area?
- Should the Marina phase out of the sling launch business?

The Committee met two more times in 2005 to discuss incorporating the full Council's ideas into the draft update of the Master Plan.

In January of 2006, the Mayor appointed two new Council Members to the Municipal Facilities Committee. The Committee met three times in January, February and March to review the work done by the previous committee and to further develop alternatives to take to the full Council for consideration.

At a Retreat on May 13, 2006 the members of the Municipal Facilities Committee briefed the full Council on the progress of the Marina Master Plan Update Project. The ideas and comments from that meeting were incorporated into a draft plan that was presented to the Council at their regular meeting on September 28, 2006.

At subsequent meetings, the committee worked on the Marina Rate Study Project, which resulted in a three-year moorage rate plan that was adopted by the City Council on January 25, 2007. With the new rate structure in place, the staff was able to complete the final chapter of the updated Master Plan document, the schedule of projects and financing plan.

On February 15, 2007, the full Council reviewed the Updated Marina Master Plan and the staff's recommendations for funding the capital projects identified in the plan. Because the staff's recommendations for funding included rate increases that were greater than were in the rate plan adopted by the Council on January 25, 2007, the Council directed the staff and the Municipal Facilities Committee to further review the funding options and bring another recommendation back to the full Council.

The staff and the Municipal Facilities Committee met on March 23, 2007 and reviewed several options, including increasing the Marina's cash flow by reducing the transfer to the general fund, reducing the cost of replacing the seawall by using armored slopes instead of vertical sheet pile bulkheads, eliminating some projects and using other sources of capital funds to help fund the projects. The Committee is recommending a combination of using other sources of funding to pay for projects that are for the benefit of the general public and eliminating one of the larger projects which was the construction of a commercial building. Instead of building for a prospective tenant, the strategy will be to find an appropriate business that wants to lease a building site and build their own building.

This recommendation has been included in the Draft Updated Master Plan attached to this agenda item.

At a subsequent meeting on April 20, 2007, the Committee discussed the design guide lines in Chapter 5 of the Draft Updated Marina Master Plan. Some of the design guide lines found in Chapter 5 are from the original Master Plan and some are from the preliminary design and engineering work done on the bulkhead replacement and the expanded guest moorage area proposal. Currently, there are two efforts underway to create design guide lines for the downtown and Marina area. The first is the Downtown Design Guide Lines Project that is managed by the City's Planning, Building and Public Works Department and the second is the Store Front Studio Project that is being conducted by the University of Washington's Department of Urban Planning and Architecture. Because these projects are scheduled for completion in the

near future, the Committee is recommending that the guide lines in Chapter 5 be deleted from the draft, with the exception of the road and sidewalk cross sections and that the new guide lines be developed after the two projects are completed to ensure that the Marina and downtown design guide lines complement each other. The Committee expects that the downtown projects will be completed and the new Marina design guidelines will be developed before June of 2008.

C. Discussion - Major Elements of the Updated Master Plan

The following is a list of the major elements of the Updated Master Plan.

- South Marina Park – The Park will remain in its current configuration including the parking lot.
- South Parking Lot – The South Parking lot will be reconfigured as shown in the original master plan, including the new restroom.
- Floating Docks, (not including guest moorage) – The recommendation for the reconfiguration of the floating docks that is in the original master plan is retained, with the addition of a “32 foot conversion” that could be implemented as an interim step. This conversion would create more 32 foot slips without building new docks and would not impact the future build-out to the slip configuration shown in the original Master Plan.
- Boat Repair Yard & Site for Commercial Use – The Updated Master Plan includes a larger, (50 ft x 80 ft) building that would be built on the east side of the repair yard and the existing building would be demolished. A new travel-lift pier would be built in the M-N Dock fairway and the existing pier demolished. The yard would be reconfigured into a rectangular shape and a pad for a future commercial land lease would be created. The existing restaurant building would be demolished.
- Dry Sheds – The dry sheds will be phased out in favor of open storage for larger boats that would be launched with a travel lift at the new pier.
- Marina Office – The Plan calls for remodeling the Marina office to include a customer service area and restrooms on the first floor. The maintenance activities would be moved to a building to be sited at the foot of the bluff south of the storage yard.
- Public Boat Launch, Commercial Site & Bulkhead Replacement – The Marina will phase out the public boat launch and create a site for commercial use north of the Marina office. The preferred use would be a restaurant with a space that could be used for open – air dining during the summer. The bulkhead will be replaced in phases, using the criteria developed in the preliminary design done by Moffatt & Nichol.
- North Parking Lot – The North parking lot would be reconfigured for single vehicle parking.
- Guest Moorage Expansion – The decision on the expansion of the guest moorage will be delayed until the plans for the Beach Park are finalized and more is known about the future of the proposed passenger ferry system.

Capital Improvements

A complete list of the recommend projects and their costs can be found in attached spread sheets titled Des Moines Marina – Master Plan Update & CIP Program. The projects are grouped into eleven “phases”.

The first phase projects would relocate the utilities in front of the Marina Office, replace the bulkhead from the Office to the north end of the public launcher, demolish the launcher,

reconfigure the parking lot, install the first section of the “Promenade” and create a site for a restaurant north of the Office. The second phase projects would provide a new building for the Marina maintenance operations, remodel the Marina Office, and dredge the entrance channel. The third phase projects would replace the bulkhead from the Office to near K and L Docks, install more of the “Promenade”, replace the South tenant restroom and replace the travel lift pier. The fourth phase would relocate utilities in the South lot, reconfigure the boat yard and rewire two more docks. The remaining phases would continue to replace the bulkhead, install the promenade and recondition the floating docks. The staff estimates that the first three phases could be completed by 2010. Progress on the remaining phases will be dependent on financing.

D. Financial Impact

The Marina’s current debt schedule, the new rate plan and conservative revenue projections suggest that the Marina can carry up to twelve million dollars in bonded debt, phased in over the next three or four years. This would provide enough capital to complete the first three phases of the Master Plan Projects. The Municipal Facilities Committee is recommending that other revenue sources such as the real estate excise tax be used to help fund the projects in the Marina that are obviously for the benefit of the general public. This strategy would allow the City to complete more phases of the Master Plan for the amount of bonded debt the Marina is able to carry.

Obviously, a top priority for the staff will be to look for sources of grant money. Some possibilities are state and federal grants for boating infrastructure, like the IAC grant for the Redondo project. These grants are project specific and will be applied for as suitable projects come up. Also, the staff is working with our State Legislators to see if there are any funds for infrastructure of economic development that the Master Plan projects may be eligible for.

E. Recommendation/Concurrence

The Municipal Facilities Committee and the Finance Director concur with the recommendation for financing the projects in the Updated Master Plan.

The legal department has reviewed and approved the Resolution.

CITY ATTORNEY'S FIRST DRAFT, 4/10/2007

DRAFT RESOLUTION NO. 07-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, adopting the Updated Marina Master Plan for the Des Moines Marina.

WHEREAS, the Des Moines City Council, by Resolution No. 906, adopted the Comprehensive Marina Master Plan in June of 2001, and

WHEREAS, The City Council found in January of 2005 that conditions in the Marina had changed enough to warrant updating the Comprehensive Marina Master Plan, and

WHEREAS, the Municipal Facilities Committee, with assistance by Administration and several consultants, oversaw the preparation of the draft Updated Marina Master Plan, and presented the draft Plan to the full Council and the general public on September 28, 2006, and

WHEREAS, the City's SEPA responsible official reviewed this proposed non-project action and issued a determination of nonsignificance (DNS) on April 2, 2007, and

WHEREAS, the public comment period for the DNS concluded on April 17, 2007 and the appeal period ended on April 27, 2007 without appeal, and

WHEREAS, the City reaffirmed commitment to conduct phased environmental review for the projects listed in the Plan as allowed by chapter 197-11 WAC, and

WHEREAS, the updated plan was presented to the Council at its regular meetings on February 15, 2007 and on March 23, 2007; now therefore,

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

Sec. 1. The 2007 Updated Marina Master Plan for the Des Moines Marina, containing ____ pages, plus ____ pages of appendices, is hereby adopted.

Sec. 2. The Updated Marina Master Plan augments the findings and recommendations of 2001 Comprehensive Marina Master Plan, which is included within the appendix of the 2007 Updated

Resolution No. ____
Page 2 of 2

Master Plan, and supersedes all previous master plans for the Des Moines Marina.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2007 and signed in authentication thereof this ____ day of _____, 2007.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

R:\Legal Files\2007\07-037 - Marina Master Plan\Draft Resolution 02-07-07.doc



Figure 1. Proposed Des Moines Marina Long-Range Master Plan

Executive Summary

The Des Moines Marina—owned and operated by the City of Des Moines—has served the community well since its construction in 1970. Now, because of the corrosive saltwater environment, economic conditions, changing public interest, and age, some facilities within the Marina are in need of repair and replacement. The seawall, for example, has been repaired numerous times and will need to be reconstructed entirely. Meanwhile, boating activities and trends have changed since the Marina's inception. Salmon fishing is severely restricted and pleasure boating has become increasingly popular. Studies have found that boaters are "trading up" to larger boats, and family boating has replaced fishing as the dominant activity on the water. As debt for the original construction of the Marina is retired in 2008, revenue can be earmarked for improvements that will provide another 30 years of community benefit and civic pride.

Over the course of several months, the Des Moines City Council's Municipal Facilities Committee studied existing conditions at the Marina, future repair needs, boating trends, and numerous options for facility upgrades. Statistical, financial, and policy analysis was provided by City Administration and consultants. This Comprehensive Marina Master Plan summarizes and synthesizes the conclusions and recommendations of the Municipal Facilities Committee.

This Comprehensive Marina Master Plan provides guidance regarding the services to be offered by the Marina in the future. Proposed changes in service may require the construction of new improvements, the removal of existing facilities, or only a minor change in daily operations. In general terms, in-water projects are intended to help the Marina maintain a competitive advantage in attracting moorage tenants and guests. Upland improvements will support in-water activities and make the Marina more attractive and pedestrian friendly. The Comprehensive Marina Master Plan responds to the Marina's primary purpose and function as a boating facility while simultaneously promoting the Marina as a premier destination for those arriving by automobile, bicycle, or on foot.

Some projects called for by the Comprehensive Marina Master Plan would be implemented in the "near term" (in 1 to 5 years) while others are for the "long term" (5 to 15 years). Environmental analysis, engineering, and permitting for the near-term projects would begin in early 2007.

Master Plan recommendations include:

Near-Term Capital Improvements

1. Continued upgrades to the Marina infrastructure, specifically power and water systems.
2. Replacing approximately 800 feet of the bulkhead, including construction of pedestrian amenities, raised concrete sidewalks, and new landscaped areas.
3. Reconfiguration of vehicular circulation areas to improve safety and efficiency.
4. Construction of a new travel-lift pier.
5. Upgrade of electrical services on the docks.
6. Preparation of a site for a commercial building immediately north of the Harbormaster's office.
7. Replacing the existing office/shop building at the boat repair yard and reconfiguring the outdoor work area.
8. Dredge the entrance channel to the boat basin
9. Relocation of Marina Maintenance operations to a new facility and remodel the Harbormaster Building
10. Reconstruction of the south public restroom building.

Long-Term Capital Improvements

11. Replacement of the remaining parts of the original seawall.
12. Along the seawall, construction of pedestrian amenities, such as benches and raised concrete sidewalks.
13. Reconfiguration of moorage slips and covered moorage.
14. Improved pedestrian connections/pathways between Beach Park, Des Moines Creek Trail, and the Marina.

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Appendices

- a. City of Des Moines Marina Electrical Upgrade Study
- b. Des Moines Marina Master Plan Update Demand Assessment
- c. Marina Plant List

1. Introduction

Background

Late in 1996, the Des Moines City Council adopted the *Marina Facility Master Plan*. The purpose of this plan was to determine what major repairs and capital replacements would be needed to keep the facility operating in its current configuration. Although the plan identified some long-term needs, its intent was to focus on what would be needed between 1996 and 2008, when the original bonds would be retired. At the same time, the Council also adopted a new rate plan that included a capital component to help fund the improvements. The major projects completed under that plan included replacement of the underground fuel tanks and delivery system, the repair of several hundred feet of the seawall, and the purchase of the quartermaster property.

In 1998, the Council directed the Marina staff to begin looking at longer-term capital needs. Since the recreational boating industry had changed significantly since the Marina began operation in 1970, the staff was directed to analyze the services and facilities offered to see if they matched both current and future boater needs. The result of the analysis was the *2001 Comprehensive Marina Master Plan*, which included elements of a long-term business plan for the Marina as well as a plan for replacing major capital assets. A significant element of the Plan included expanding the in-water guest moorage facilities at the Marina's north end and reconfiguration of the permanent moorage to accommodate larger boats.

In June 2004 a *Draft Preliminary Design Report* was prepared for the expanded guest moorage. Later that summer a *Commercial Development Feasibility Study* completed for the City of Des Moines illustrated the potential for commercial development immediately adjacent to the proposed guest moorage expansion. Based on the study's findings that some commercial development would be viable, it was decided to hold on the guest moorage expansion until upland development alternatives had been more fully evaluated.

This document represents an update to the *2001 Comprehensive Marina Master Plan*. It includes a preferred commercial development option based on changing conditions within the boating community and newly emerging opportunities to improve upland facilities and increase revenue streams, as well as further refinement of the permanent moorage reconfiguration options.

Marina Vision: When the Marina began operations in 1970 it primarily served the local boating public. However, as the community of Des Moines developed around the Marina, it has become a significant public asset for the downtown area and a place where the entire community can enjoy the unique qualities and character of Des Moines.

Goals

From the outset, the primary goal in this planning process was to focus on the Marina's core business activities and develop a plan to keep the facilities and services in high demand with recreational boaters. In keeping with the new Marina vision as a place for the general public, a second goal was to develop long-range plans for improving facilities used by non-boating visitors. Four tasks were identified to accomplish these goals.

- Develop a strategic investment plan for the Marina.
- Determine when and how each of the Marina's major assets will be managed, replaced, upgraded, or demolished.
- Develop a plan for the Marina uplands that slows vehicle traffic, provides adequate parking, creates safe and inviting pedestrian areas, and identifies facilities and amenities that serve the general public.
- Identify the highest and best use for Marina uplands so that the facility will be well positioned as community conditions evolve and new opportunities emerge.

Planning and Analysis Process

This update draws heavily on the work completed under the original 2001 Master Plan, including public outreach efforts, regular meetings with the City Council's Municipal Facilities Committee, interviews with Marina staff, and a variety of special studies. All background reports and information are available at the Marina office.

Several new studies have also been completed since 2001 and have been incorporated with this update. New studies and reports include the following.

- *Des Moines Marina Guest Moorage & Bulkhead Replacement Preliminary Design Report Draft.* The Design Report provides a detailed plan for the in-water expansion of guest moorage facilities and replacement of the timber bulkhead. The draft report was completed in June 2004 by Moffatt & Nichol.
- *Des Moines Marina: Commercial Development Feasibility Study.* The Feasibility Study evaluates the potential for commercial development on the Marina floor. The study was completed in August 2004 by Ravenhurst Development, Inc.
- *Des Moines Marina Master Plan Update Demand Assessment.* The Demand Assessment includes an analysis of market conditions and trends, as well as demand forecasts for in-water and upland facilities. The study was completed in September 2006 by BST Associates.
- *Public and Dry Storage Launch Evaluation.* The report evaluated the condition of two Marina boat launches. It was completed in August 2006 by Moffatt & Nichol.
- *City of Des Moines Electrical Upgrade Study.* This report evaluated the condition of the Marina's electrical distribution system. It was completed in June of 2003 by Wood/Harbinger Inc.

2. Existing Conditions

The existing Marina is 36 years old, and many of its facilities are at or near the end of their design life. This section summarizes the condition and operational considerations of existing Marina facilities and assets.

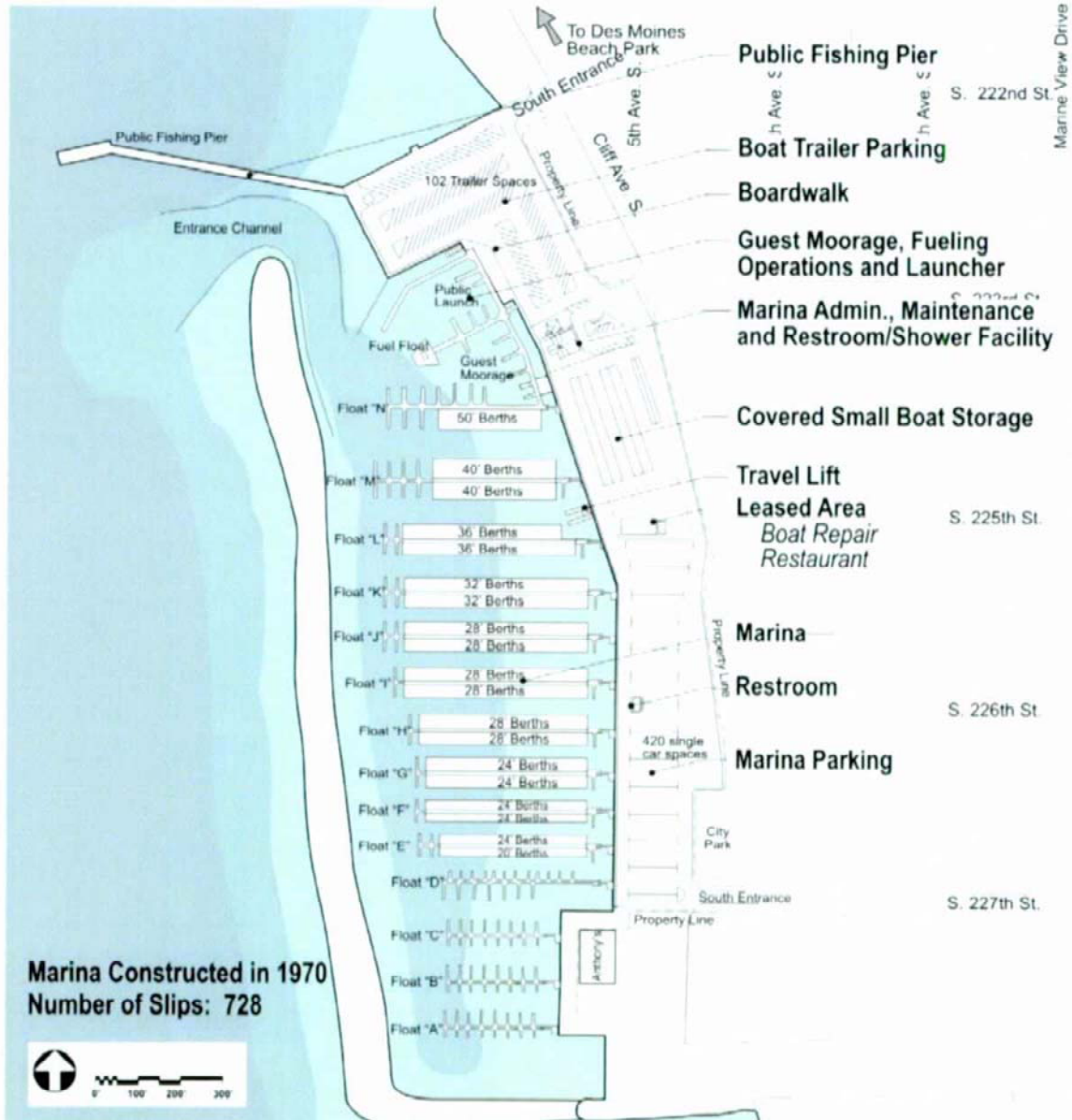


Figure 2-1. Existing Marina Conditions

In-Water Facilities

The City of Des Moines Marina consists of an assortment of in-water assets, including both permanent and guest moorage, a fuel dock, a fishing pier, and a breakwater. The following section provides a summary of their capacities, condition, and other operational considerations.

General Infrastructure

A general description of the infrastructure that supports in-water operations is provided below.

Pilings

In 1988, only 11 of the Marina's pilings (out of 902) were found to be beyond repair. Another 116 were classified as having "some damage." In 1995-96, a re-inspection of a sample of the pilings that had been classified as having some damage found that they had not gotten significantly worse [Facility Master Plan, July 1996].

The floating docks were designed with 33 percent more pilings than they actually need to withstand normal loading. Because the pilings in the timber breakwater were driven much closer together they are not as critical, although that structure has to withstand a much greater load than the rest of the seawall.

Past experience with treated timber pilings shows that deterioration will accelerate with time. It is probable that the percentage of unserviceable pilings will increase in the next five years.

Floation System

- *Open Moorage.* Most of the open moorage float systems are concrete and in good condition. The open moorages on M dock (40 ft. slips) and N Dock (mostly 50 ft. slips) are the original wood floats and there are some isolated areas with deteriorating decks and pressure-treated walers. The wood open moorage floats on M and N Docks require more maintenance due to their exposure.
- *Covered Moorage.* Random measurements of foam floatation blocks show some loss of floatation. Areas of concern are where otters have removed the foam to make nests or the foam has deteriorated due to contact with chemicals in the water. There are approximately 2,250 exposed foam floatation blocks under the covered moorage docks. The staff has developed a system for replacing the original foam blocks with encapsulated blocks that will be less vulnerable to physical and chemical deterioration. As the docks are refurbished, the blocks that are no longer serviceable will be replaced.

Pressure-Treated Stringers

The walkways and finger piers of the covered moorages are constructed of heavy creosote-treated 2 x 6 and 3 x 6 lumber, covered by untreated 2 x 6 decking. Random inspections of all covered moorages and an extensive investigation of L Dock during the 1996 storm repair project show that the treated substructures of all covered moorages are still in good condition. Further inspections of K, L, M, and N docks during installation of the fire suppression stand pipes showed that the stringers are still in good condition.

Decking

Replacing the original untreated decking with treated boards is part of regular maintenance. Overall, the decking is in good condition.

Utilities

Following adoption of the 2001 Master Plan, Marina staff began a program of upgrading the Marina's utility infrastructure. In the first phase, A, B, and C Docks were reconditioned and all utilities were replaced, including the shore power boxes and the main distribution panels. In early 2003, the City hired Wood/ Harbinger Inc, an electrical engineering firm, to design a new medium voltage distribution system. As part of that project, the firm conducted an assessment of the Marina's entire electrical system and developed alternatives and cost estimates for replacing the system. This report, titled "City of Des Moines Marina Electrical Upgrade Study", is included in Appendix A.

The first section of the new electrical distribution system was built in 2005. This project included a new service entrance with sectionalizers located at the bottom of the 6th Ave Stairway, a new duct bank from the service entrance to another vault with sectionalizer switches located at the bottom of the bluff below Overlook Park, and another duct bank from that vault to a new transformer and distribution cabinet near the Marina Office. The project also included duct banks for power from the distribution cabinet to M and N Docks. In early 2006, N Dock was completely rewired with new step-down transformers, panels, and shore power boxes. The project also included new duct banks for phone, cable TV, the gate security system and the security camera system.

Roof Support Structure

The main problem area is where the 4 x 4 columns that support the roof connect to the floats. This connection has weakened over time due to wood shrinkage. In addition, some of the 4 x 4 columns are split and some have dry rot damage. Damaged 4 x 4 columns are replaced as needed under the regular maintenance program.

Steel Truss Joists

The roof structure's trusses are generally in good condition, with strength and serviceability still at 100 percent. Cleaning and painting trusses is an ongoing effort.

Metal Roofing

The metal roofing does not show signs of significant deterioration. In 2003, all of the fasteners on the roofs were checked and resealed.

Breakwater

The existing rubble rock breakwater that provides wave protection is in good condition. However, the timber breakwater near the Marina entrance shows signs of deterioration.

Timber Pile Bulkhead

The timber-pile bulkhead surrounding the upland area has undergone several recent stabilization programs. In 1988, the bulkhead around the perimeter of the north parking lot and the north side of the guest moorage area was reinforced with concrete bags and additional rock. Between 1988 and 1994, the portion of the bulkhead extending north from the Yacht Club launching ramp to I Dock was repaired by adding another layer of pressure-treated planks to the outer face. The remainder of the bulkhead from I Dock to the guest moorage area was reinforced with concrete bags and rock in 1998.

Each piling in the bulkhead is attached to a concrete block buried under the pavement about 30 feet behind the wall. Late in 1997, the steel cables holding seven of the pilings along the north side of the guest moorage area failed, letting the wall lean out about six inches. These tiebacks were repaired in April, 1998.

The bulkhead is strengthened by the addition of a large timber waler bolted to the outside of the pilings. Generally, the waler is in good condition, although six of the thirty-foot sections of the waler located near the public fishing pier and under the sling launcher have been damaged by wood rot and will need to be replaced.



Figure 2-2. Timber Pile Bulkhead

With the exception of some portions of the waler, the bulkhead appears to be in moderate condition [Reid Middleton, Inc. Feb 2000]. There is some evidence of loss of fill and subsiding pavement near the foot of the public fishing pier, as well as some broken tieback cables. Although the bulkhead has been stabilized and selected repairs have been undertaken, it will need to be replaced, starting as soon as possible. The condition of the remaining tiebacks and the potential deterioration of the wall's wood components are points of concern. Marina staff, with consultation from Reid Middleton Engineers, developed an on-going inspection program for the bulkhead shortly after the tie-back failure in the North Lot. The program included periodic measurements to see if the bulkhead was moving outward, and posting vehicle weight limits within 30 feet of the wall to protect the tie-back cables.

In 2004, Moffatt & Nichol, acting as the City's engineer and consultant, examined several methods for replacing the bulkhead. All the information regarding the bulkhead and the consultant's recommendation is contained in the "Guest Moorage and Bulkhead Replacement Preliminary Design Report".

Permanent Moorage

Most of the revenue generated by Marina operations comes from permanent moorage. In 2005, permanent moorage revenues were \$1.974 million, or 50 percent of total revenues. The Marina has 732 permanent moorage slips, including 462 (63%) covered and 269 (37%) uncovered. Slips range in size from 20 feet to 50 feet, with 68% of the slips less than 30 feet long. Table 2-1 provides a summary of the permanent wet moorage asset.

Table 2-1. Permanent Moorage Assets

Length (ft.)	Number of Slips			Percent
	Covered	Uncovered	Total	
20	29	8	37	5.1%
24	141	47	188	25.8%
28	166	98	261	35.9%
32	52	19	71	9.8%
36	40	30	70	9.6%
40	26	39	65	8.9%
50	11	17	28	3.8%
54	0	2	2	0.3%
62	0	3	3	0.4%
Total	465	263	728	
Percent	64%	36%		

Permanent Moorage Utilization

Overall, slip utilization at the marina during the past few years has declined but is still relatively strong, with vacancies at 4 percent per year for covered slips and 2 percent for open slips. There is a general trend that indicates growth in the vacancy rate, particularly among some slip sizes. However, the trend is much less than at other marinas in the Puget Sound area.

At this time, there are approximately 300 people on the various waiting lists. In 2001, when the Master Plan was adopted, there were about 650 people on the lists. This significant decrease is mainly due to the implementation of a \$20 annual waiting list fee in 2003. Waiting times for 20 – 24 foot open and covered slips range from 0 to 4 months, depending on the time of the year. The wait for 28 foot covered slips is 1 to 3 months and the wait for 28 foot open slips is consistently around 8 months. The only waiting list in the larger slips (32 – 50 foot) that is consistently under 1 year is the 40 foot open slip. Wait lists for the rest of the larger slip sizes range from 1 to several years.

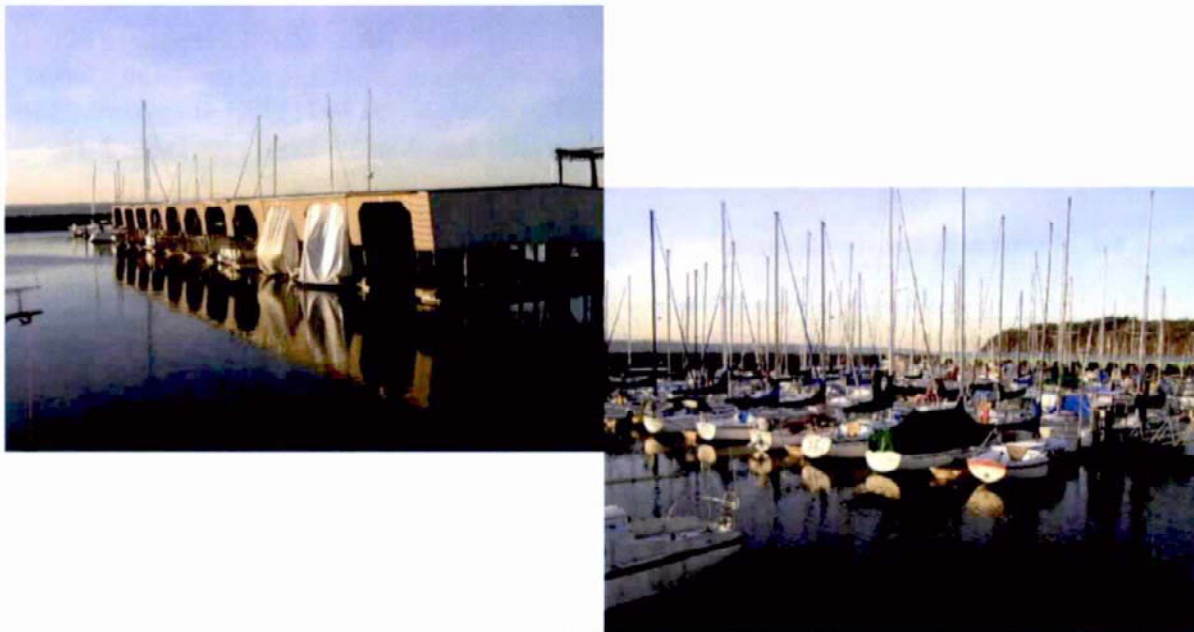


Figure 2-3. Covered and Uncovered Permanent Moorage

Guest Moorage

The City of Des Moines Marina has 1,800 lineal feet of guest moorage docks. The guest moorage area has five 30-foot slips, four 32-foot slips, seven 40-foot slips, and eight 50 foot slips. The remaining 800 feet is side-tie.

During the summer season (April 1 – September 30) guest moorage slips are rented based on a daily rate. In the last three years the Marina has shifted from a “first come-first serve” operation to a “reservations accepted” model, similar to other marinas in the Puget Sound with strong guest moorage businesses. The Marina will accept reservations for individual boats 36 feet or larger or for groups of five or more vessels. During the winter season (October 1 – March 31) guest moorage space is available for rent on a monthly basis. Summer and winter guest moorage rates are summarized in Table 2-2 below.

Table 2-2. Guest Moorage Rates - 2006

Summer Moorage		Winter Moorage	
Length of Vessel	Price per Day	Length of Vessel	Price per Month*
0' - 20'	\$13.00	0' - 20'	\$135.00
21' - 25'	\$15.00	21' - 25'	\$175.00
26' - 30'	\$18.00	26' - 30'	\$225.00
31' - 35'	\$21.00	31' - 35'	\$290.00
36' - 40'	\$24.00	36' - 40'	\$380.00
41' - 45'	\$27.00	41' - 45'	\$420.00
46' - 50'	\$30.00	46' - 49'	\$485.00
51' - 55'	\$33.00	50' - 54'	\$522.00
56' - OVER	\$40.00	55' - 62'	\$620.00

* Monthly winter moorage rates have been rounded and include a 12.84% leasehold tax.



Figure 2-4. Guest Moorage

Guest Moorage Utilization

Historically, boaters using the guest moorage have been recreational salmon fishermen who also utilize the public launch. As fishing opportunities in the Puget Sound have decreased over recent years, the number of public launches has declined, resulting in a decrease in guest moorage utilization as well. Between 2001 and 2005 the number of boats using overnight moorage fell from a high of 9,367 boat nights in 2001 to 5,789 boat nights in 2005. This represents a decline of 38 percent. Boats 25 feet long or less are the primary customer of guest moorage, accounting for 73 percent to 81 percent of all overnight moorage between 2000 and 2004 [Des Moines Master Plan Update Demand Assessment, September 2006].

Future utilization of the guest moorage will depend heavily on successfully marketing the Marina to alternate users. With the continued decline in recreational salmon fishing, the Marina will look to target organizations/clubs, individual or family cruisers, and other similar groups to keep the guest moorage viable.

Fuel Dock

The fuel dock sells gasoline, diesel, propane, lubricants, and drinking water. In an effort to promote compliance with State Regulations regarding Clean Water Standards, the Marina also offers a free service at the fuel dock for the pumping of all vessel holding tanks. The Marina staff actively surveys marine fuel prices around Puget Sound to keep the price of fuel in the bottom 10 percent of the price range.



Figure 2-5. Fuel Dock

The original wood fuel dock float was replaced with a concrete float in 1988 when the guest moorage area was rebuilt. The fuel dock has three fueling stations that can dispense gasoline or diesel. Two of the stations can easily accommodate boats up to 65 feet in length, while the other station is usually used by smaller boats up to 26 feet long. The fuel float and office building require very little maintenance, but the fuel delivery system itself requires a significant amount of repairs and/or maintenance each year.

Fishing Pier

The 670-foot fishing pier was constructed in 1980 with funding from the Interagency Committee for Outdoor Recreation and Community Development Block Grant Funding for King County and is an ideal complement to the Des Moines Marina. The pier has an artificial reef to encourage diverse sea life. Designed with the help of several consultants, including oceanographer Jacques Cousteau's eldest son Jean-Michel, the reef was constructed with over 36,000 tires, 30 barge loads of concrete, and over 200 porcelain items including toilets, bathtubs, and sinks. The pier provides excellent opportunities for fishing, walking, and sightseeing.

The concrete piling and pile caps that support the pier were damaged by the Nisqually earthquake in 2001. The pier experienced significant motion during the event and the pilings and pile caps were cracked in several places. During the summer of 2002 the pier was repaired by removing the concrete in the damaged areas and filling in the damaged areas with epoxy/concrete patching compound.

Some of the support pilings that were more seriously damaged were fitted with steel reinforcing jackets and some sections of the railing were removed and refitted with stronger connection plates. At this time the pier is in good condition and remains a popular facility.



Figure 2-6. Fishing Pier

Upland Facilities

Several upland facilities support various Marina activities and operations. These facilities are described below.

Harbormaster Building

The 2,500 square foot Harbormaster Building is a two-story wood frame building constructed in the early 1970s. The ground floor is 1,300 square feet and is currently occupied by the Marina Maintenance Shop. Utilization by the Maintenance Shop may not represent the highest and best use for this facility given its valuable location on the central waterfront. Harbormaster offices are located on the second floor and occupy a total of 1,200 square feet.



Figure 2-7. Harbormaster Building

Restrooms

There are three public restrooms within the Marina. The northern two are open to the general public, while the southern restroom is reserved for Marina tenants. Shower facilities are provided in the southern restroom and the restroom near the Marina office.

The Marina's public restrooms are outdated and should be improved. When making decisions about travel itineraries and moorage, boaters place high importance upon marina amenities such as restrooms and laundry facilities. There are currently no laundry facilities at the Marina. The restrooms adjacent to the Harbormaster's office are in poor condition and in need of significant repairs. Considering the structure's state of deterioration, complete demolition and replacement is considered the most economically viable alternative.

Dry Sheds

The Marina has 108 dry sheds built in 1969 that can house boats up to 21 feet long. Each space in the one-story building is 25 feet long by 10 feet wide and opens onto the parking lot via a garage door. Many of the existing shed doors require replacement, with an estimated cost of approximately \$1,500 per door. The dry shed tenants launch their boats with the small sling hoist located at the north end of the shed area. Based on current conditions, the estimated remaining useful life of the sheds is between 3 and 5 years.

Dry Shed Utilization

Like the small slips, the sheds have seasonal vacancies and very short waiting lists. A survey of the sheds in the spring of 2005 showed that they are used for a variety of storage purposes. The results from this survey are summarized in Table 2-3 below.

Table 2-3. Dry Storage Utilization

Use of Shed	Number	Percentage
Vacant	3	2.8
Marina Use	2	1.9
Dinghy Storage Program	1	0.9
Boats used on regular basis	63	58.3
Boats not used regularly	15	13.9
Boats not being used at all	14	13.0
Sheds used for general storage	10	9.3
Total tenants	108	100

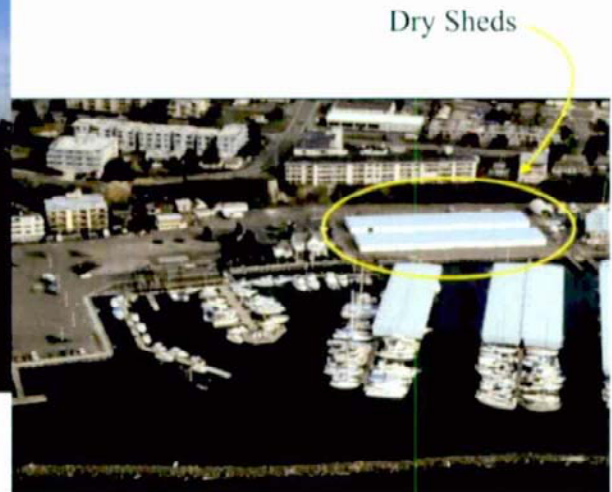


Figure 2-8. Dry Sheds

Boat Yard

The City of Des Moines leases approximately 20,000 square feet of centrally located uplands to CSR Marine. CSR is the only provider of repair services in the Des Moines area and performs all types of recreational boat repairs. The lease includes a 3,725 square foot building and a 16,500 square foot paved yard area. CSR operates a 35-ton travel-lift with a beam capacity of 14'-6".

CSR is currently constrained by the size of their facility. Both the building and yard are inefficiently laid out for the operations that occur in them, while the launch pier size limits the size of boat that can be repaired.



Figure 2-9. Boat Yard

Public Boat Launch

The Marina has operated a public small boat launch for over 30 years. Built in 1969-70, the two-lane sling launcher handles trailered boats from 15 to 27 feet long with a maximum weight of 8,000 pounds. The north, central, and part of the south parking lots are designated as vehicle-trailer parking.

The launchers are basically traveling overhead cranes that require a high level of service since they both lift and travel. Labor and Industries (L & I) regulations require regular routine maintenance and annual load testing. The hoists are being rebuilt every four to six years at a cost of approximately \$8,000 to \$10,000 per hoist. A visual inspection with internal spot checks was conducted in August 2006 to evaluate the condition of decking, stringers, pile caps, and pilings.

In general, the inspection found that the facility is in fair condition and should remain serviceable for an estimated five to ten years. The timber wale along the base of the bulkhead was noted to be severely damaged, however, with several sections being completely hollow.



Figure 2-10. Public Boat Launch

Public Boat Launch Utilization

Over the years, the largest user group of the public boat launch has been recreational salmon fishermen. Launch utilization and associated revenues have been steadily declining due to limitations on fishing, which will continue to impact small boat operations for the foreseeable future. As Table 2-4 indicates the total number of launches decreased by over 36 percent between 1998 and 2004. The launch fee has not been increased and the hours of operation have not been changed significantly for 5 years, but the use of the facility has continued to decline each year.

Table 2-4. Public Hoist Usage, by Length

Year	Under 24 ft	Share	24 ft – 27 ft	Share	Total
1998	5,669	91%	579	9%	6,248
1999	4,477	88%	606	12%	5,083
2000	4,115	88%	563	12%	4,678
2001	4,259	88%	563	12%	4,822
2002	3,755	87%	567	13%	4,322
2003	4,237	87%	643	13%	4,880
2004	3,429	86%	544	14%	3,973
2005	2,989	86%	499	14%	3,488
Change 98 - 05	(2,680)		(80)		(2,760)
Percent Change	(47%)		(14%)		(44%)

Public Launch Operating Expenses

The public boat launch is a labor-intensive service. The Marina is open from 6:00 a.m. to 9:00 p.m. during the season, requiring two staff shifts per day. Four temporary service employees are needed to staff the launch and fuel dock during the season, and as many as four temporary maintenance employees are needed each summer to do routine maintenance tasks because regular staff members are also needed at the launcher and fuel dock.

Labor is the largest operating expense for the launching service. Determining the exact number of service-hours that should be assigned to the hoists is difficult because some of the workers move back and forth between the launcher deck and the other services. The Marina staff approached this problem from an annualized perspective. An annual work schedule for a scenario that did not include the launch service was developed and compared to the existing annual work schedule. The comparison showed that operation of the launch service requires one full-time employee and four seasonal employees, resulting in labor costs of about \$70,000 per year. When combined with other maintenance requirements, the total annual cost to operate the launch is estimated at \$80,000.

Travel-Lift Pier

The travel-lift pier located between Docks L and M is utilized by CSR Marine. The pressure treated cross bracing on the support piling has been replaced two times in the last 10 years, while the original decking has been replaced several times over the years. In 2005, two of the support pilings were removed and replaced with steel piling sleeves. Overall, the launch is in poor condition and is at the end of its useful life. It is sized to accommodate boats up to 14.5 feet in width, which is a limiting factor for boat yard operations. CSR Marine has expressed an interest in handling larger and wider boats.

Dry Shed Launcher

The dry shed tenants launch their boats with the small sling hoist located at the north end of the boat shed area just south of the Harbormaster Building. Marina personnel also utilize the launch for marina maintenance purposes.

The dry shed launcher pier is a timber piling-supported structure. The pilings were evaluated during a visual inspection in August 2006 and found to be in fair condition, while previous inspections found that the deck planks need to be replaced. The two 6,000-pound capacity slings are suspended from heavy timbers and are also believed to be in fair condition.

Redondo Boat Ramp

The City of Des Moines assumed responsibility for the ramp at Redondo when that area was annexed in 1997. The Marina Master Plan adopted in 2001 recognized the need for extensive renovations at the Redondo facility with projects to increase capacity and make the launching ramp safer for boaters. Those projects were the first to be funded with the initial bond issue. With the exception of some minor realignment of the floating breakwater planned for 2007, the Redondo project is now complete and includes the following improvements:

- The parking lot was completely demolished and rebuilt with a new ramp entrance and queuing lane. A separate area was provided for single-vehicle parking. New landscaping and a new irrigation system were also installed.
- The storm drainage system was completely rebuilt and an oil-water separator was installed to bring the facility into compliance with the City's surface water codes.
- A new pay-station and the software for a parking management system were installed.
- New raised sidewalks were installed along with a concrete surfaced crosswalk area.
- A new 5 ft. wide by 180 ft. long heavy-duty timber boarding float string was installed on the south side of the ramp. It is held in place by six new galvanized steel pilings and a new concrete approach wedge.
- A 5 ft. wide by 72 ft. long extension was added to the existing timber boarding float string on the north side of the ramp. The existing creosote pilings were replaced with six galvanized steel piles.
- The existing concrete plank ramp extensions were removed and replaced by a concrete matt.

- A 160 ft. long seasonal floating breakwater was installed in front of the ramp to provide some protection from the northwesterly waves that occur frequently during the boating season.

Future plans include upgrading the restrooms and, beginning in 2007, providing for full-time staffing by Marina personnel during the boating season. The staff person on duty will be responsible for managing the parking lot and launching ramp, writing parking tickets, and selling bait and ice. Staff will also perform some janitorial and landscaping tasks. Plans call for purchasing a small booth type structure that can be set up at the Redondo facility during the boating season to serve as a place to secure a cash register and keep bait and ice for resale.

Parking

The number of parking spaces within the Marina generally accommodates present demand. Existing on-site parking includes the following:

South of Boat Yard	338 single vehicle spaces 18 vehicle-trailer spaces
North of Boat Yard	82 single vehicle spaces <u>84</u> vehicle-trailer spaces
Total Existing Parking	522 spaces



Figure 3-1. Des Moines Marina Today

3. Future Considerations

The following section provides an overview of the boating trends currently affecting operations at the Des Moines Marina, as well as a demand forecast for in-water and upland facilities. The information was taken from the Des Moines Marina Master Plan Update Demand Assessment, which was prepared by BST Associates in September 2006. A complete copy of the report is provided in Appendix B.

Trends in Recreational Boating

The boating trends summarized below are having a significant impact on operations at the Des Moines Marinas, as well as other marinas throughout the region. Responding to these trends will play a major role in the future success of the Marina.

Boat Size

The total number of registered boats in King and Pierce Counties grew from 78,289 boats in 1990 to 87,834 in 2004 (includes boats of all lengths), for an annual growth rate of 0.8 percent. However, the trends in growth were substantially different for boats less than 30 feet in length compared to those over 30 feet, indicating that in general the average length of recreational boats is increasing. In 1987, 57 percent of all registered boats were less than 16 feet long. By 2010 that figure will decline to 47 percent. Annual growth rates in King and Pierce Counties for boats of various lengths between 1990 and 2004 are summarized below.

Table 3-1. Annual Increases in Boat Length, 1990 - 2004

Length of Vessel	Annual Growth Rate	Total Boats 1990	Total Boats 2004
0' - 20'	0.6%	61,329	66,938
21' - 30'	1.2%	12,275	14,483
31 - 40'	1.7%	3,401	4,329
41' - 50'	3.1%	1,038	1,599
51' - 60'	3.7 %	178	297
Over 60'	7.5%	68	188

Source: BST Associates, Washington State Department of Licensing

At the same time, the beam and height of recreational boats is also increasing, placing additional strain on marinas like Des Moines that were built 30+ years ago for a smaller boating fleet. These fundamental changes in length, beam, and height have rendered some berths in older marinas unusable for the existing recreational fleet.

Boater Use Characteristics

Most of the major marinas on Puget Sound were built in the 1960's when salmon returns were strong and fishing was a popular recreational activity. Since that time the number of salmon returning to Puget Sound has fallen, leading to harvest restrictions, limited catch opportunities, and an overall decline in the popularity of fishing.

The marinas (and launch facilities) that catered to the recreational fishing fleet, such as the Des Moines Marina, were all designed with a large number of slips in the low 20 foot range since this was the typical size for recreational fishing boats. With the decline of fishing, the primary boating activity has shifted toward cruising, and with this shift the average boat has grown longer and wider. In 2001, fishing was the primary activity of 58 percent of boaters and cruising was the primary activity of 19 percent of boaters. By 2010, fishing will be down to 40 percent and cruising will increase to 25 percent. This fact, along with the declining number of saltwater-only fishing licenses, indicates that fishing boats are no longer a strong market for the Des Moines Marina.

Demographics of Boat Owners

The Washington State Office of Financial Management expects that the state's population will grow from 6.1 million today to about 8.3 million by 2030, with the most rapid growth occurring for persons over the age of 65 years. These "boomers" will have a significant impact on marinas throughout the region since the length of the boat typically increases with the age of the boater. In fact, most of the boaters who own boats 40 feet and longer are over 40 years of age. Ownership of boats over 65 feet in length is highest among boaters that are in their 60s.

Marina Facilities – What the Future Boater Wants

Boat owners are changing the way they use their boats, and they are demanding new services from marinas. The desire for safety, security, and a clean facility—the primary items desired by boaters—will increase in significance as the age of boat owners increases. Marinas must anticipate the needs of “active seniors” and provide assistance with the routine chores of boat ownership, such as dismounting and storing dinghies. Marinas must also accommodate vendors hired by boaters to perform maintenance, installations, and other services. Although transient moorage customers will have many of the same needs, they will also desire services such as transportation to shopping and having groceries and gear loaded onto their boats.

Trends in Marina Facilities

Many marinas in the Northwest are filling the void left by declining fishing opportunities by changing to meet the needs of the new “typical boater.” The most significant trends are the following:

- *Marinas are retrofitting existing slips to accommodate wider and longer boats.* The demand for moorage for small boats (less than 20 feet) will decrease. Small boat owners will store their boats out of the water. Dry sheds and boathouses may see increases in demand but will be impacted by increasing waterfront land values.
- *Marinas are upgrading utilities, especially electricity.* Some larger vessels will require 50 amp services, but the norm will be 30 amp services, even for the smaller boats. The demand for “landline” telephone service is disappearing with the growing usage of cell phones. While the demand for cable television has not materialized as expected, many marinas are installing wireless internet to serve their permanent tenants and guest moorage customers.
- *Marinas are expanding and retrofitting their facilities to meet the needs of the destination boater.* Fuel, clean and modern restrooms, a store for groceries and basic supplies, restaurants, and laundry facilities are common upgrades that many marinas are providing to their clients.

Impacts on the Community

In 1990, the positive financial impacts of popular destination marinas were documented in a study commissioned by the Washington State Parks and Recreation Commission and the Washington Public Ports Association. While no similar study in the Puget Sound region has been done recently, the study’s predictions for changes in boater demographics and activities proved to be accurate. In that study, 568 boaters were given expense logs to complete each time they visited ports. In 604 visits, the boaters spent an average of \$78.73 per visit. Adjusted for inflation, that number would be approximately \$115 today (2001 dollars). Restaurants and miscellaneous retail businesses were among the beneficiaries. Others included grocery stores and recreational businesses. Of course, for the marina itself, the benefits are moorage revenues and fuel sales.

Demand Forecasts

This section provides demand forecasts for both in-water and upland facilities at the Marina. The information was taken from the September 2006 Demand Assessment, which can be found in its entirety in Appendix B.

In-Water Facilities

Permanent Moorage

The primary and secondary markets at the Des Moines Marina fall primarily in Pierce and King Counties. The future number of boats for this area was projected by BST Associates using regression analysis, which projects future boat ownership based upon growth in population, non-agricultural employment, and real personal income. Based on this approach, BST Associates projects that the recreational fleet for boats over 12 feet in length will grow from 69,784 boats in 2004 to 78,810 boats in 2015, for an annual growth rate of 1.1 percent per year. Growth is expected to be fastest for larger boats, as is the case with current trends.

Determining the optimal future slip mix for the Marina is an ongoing process that matches the demand for slips with the best design for the marina. Based on existing data the optimal slip mix would provide more 32 foot and larger slips, and fewer slips under 28 feet. Table 3-2 below summarizes BST Associates' recommendations for the future slip mix at Des Moines Marina.

Table 3-2. Wet Moorage Slip Mix Forecast

Slip Length	Existing Slips	Existing Ratio	Future Slips (Optimal)	Future Ratio
20'	42	6%	24	4%
24'	189	26%	91	15%
28'	269	37%	140	23%
32'	70	9%	67	11%
36'	70	9%	104	17%
40'	65	9%	97	16%
50' and Over	27	4%	91	15%
Total	732	100%	614	100%

To summarize, boat ownership in the Marina's total market area has increased, with almost all of the growth in the secondary market area. This can be seen as a positive trend because a growing group of boat owners views the Des Moines Marina as an attractive moorage option. Further, the length distribution of the boats in the Marina's primary and secondary market areas is very similar to the length distribution of the slips in the Marina, illustrating that there is still a significant "small boat" component to the market area. In other words, most boats are currently less than 36 feet in length.

In the Marina staff's opinion, the updated market data and the demographics of the Marina's primary and secondary market areas still supports a moderate shift to larger slips, but not as soon as originally planned. BST Associates' analysis of the Marina's vacancy data in the most current update shows that the impact from vacancies in the smaller moorages can still be managed through changes to the rate structure, such as seasonal pricing, and that replacing the 20 and 24 foot moorages can be delayed beyond what was recommended in the 2001 Master Plan. It should be noted that BST did not perform a sensitivity analysis to increases in moorage rates for the smaller slips. The point at which the moorage rates will start to drive the vacancy rate up in the smaller slips still needs to be determined.

Guest Moorage

Among other factors, the forecast for guest moorage depends upon overall boating activity on Puget Sound, fishing opportunities for local boats, and the perceived attractiveness of the Des Moines Marina relative to competing facilities. As noted previously, the prospects for growth in fishing appear to be relatively limited and will likely limit Marina use by local boats. However, the increase in cruising is encouraging more marinas to become destination stopovers for non-local boats. Opportunities for attracting non-local boats appear favorable since Des Moines Marina is considered an attractive marina by boaters.

Although boating activity in Puget Sound is expected to remain steady, Des Moines will face strong competition from other area marinas, particularly those in Tacoma, Gig Harbor, and Seattle. To remain competitive marina operators throughout the region are providing more guest services, supplies, dining, and other amenities. Fortunately, the Marina does have some advantages for attracting local and non-local boaters. These include:

- Fuel prices are favorable at Des Moines, which continues to attract boaters.
- Efforts to improve economic development in the downtown retail core along with the potential for additional marine retail on the Marina floor would help increase guest moorage.
- The City has instituted a marketing campaign to attract boaters, which is beginning to show signs of success.

The market opportunity for guest moorage has two distinct elements: the individual or family cruiser and organizations/clubs. Attracting these segments of the recreational boating industry presents the best opportunity for future revenue growth. Individual or family cruisers are looking for an available slip, fuel, restrooms with showers, laundry facilities, nearby supplies, restaurants, and activities. Clubs and organizations offer a second opportunity and tend to look for the same amenities the individual or family cruiser wants, but they also want a guaranteed group moorage. Occasionally they will need extra tables, chairs, or the use of a picnic/barbecue facility or dining hall. Even though they need more services, they are willing to make reservations well in advance. There are about 100 active boating organizations on Puget Sound.

Any marina that provides more than the basic level of services will get some individual or family cruise business. Getting the club business requires marketing and facility management. Clubs need to be contacted regularly so they know the marina wants their business. Marinas in Port Orchard, Oak Harbor, and Poulsbo are very successful at attracting and serving boating clubs, due largely to their successful marketing programs.

Boat Ramp and Launcher

Future utilization of the boat ramp and launcher depends on several factors, including the number of trailerable boats, fishing opportunities, usage fees, and the availability of storage facilities for small boats. The Des Moines City Council has determined that the continued operation of the public launcher is not favorable to the community, allowing for the function to be phased out as the asset reaches the end of its usable life.

Upland Facilities

Dry Shed Storage

Utilization of the dry sheds is driven by small vessel use, rental rates, and the availability of launch facilities. At the moment the sheds are relatively underutilized (14% vacancy rate including non-boat usage) even though the current rate structure is low compared to other area storage facilities.

The sheds have an expected life of 3 to 5 more years. It is therefore recommended that the City reevaluate the financial performance of the dry sheds within the next few years to determine if dry storage is the optimal use for this location.

Boat Yard

CSR Marine, the boat yard operator, is constrained by the size of the yard and launch pier they lease from the City. CSR has expressed an interest in handling boats up to 47 feet, which is currently a challenge due to the narrow lift pier and configuration of the yard.

The boatbuilding and repair business is a target industry for economic development, generating approximately \$500 million in sales and 3,500 employees in King County and \$36 million in sales and 327 employees in Pierce County in 2004. Since CSR is currently the only boat yard between south Seattle and Tacoma, opportunities should be explored for expanding and/or reconfiguring the yard within the Des Moines Marina.

Marine Retail

Between 1997 and 2003 real per capita expenditures in Washington State have increased for boats (+110%), boating accessories (+100%), and outboard engines (+33%). Marine supply firms have indicated an interest in building an express store at the Des Moines Marina to capitalize on this market opportunity. Express stores are typically 2,500 square feet and stock a limited range of high-demand products. It's estimated that a small marine store could generate approximately \$650,000 in sales per year, which equates to approximately \$5,250 in taxes to the City of Des Moines (based on 0.85% retail sales tax rate). The Marina would also realize a financial benefit from the lease.

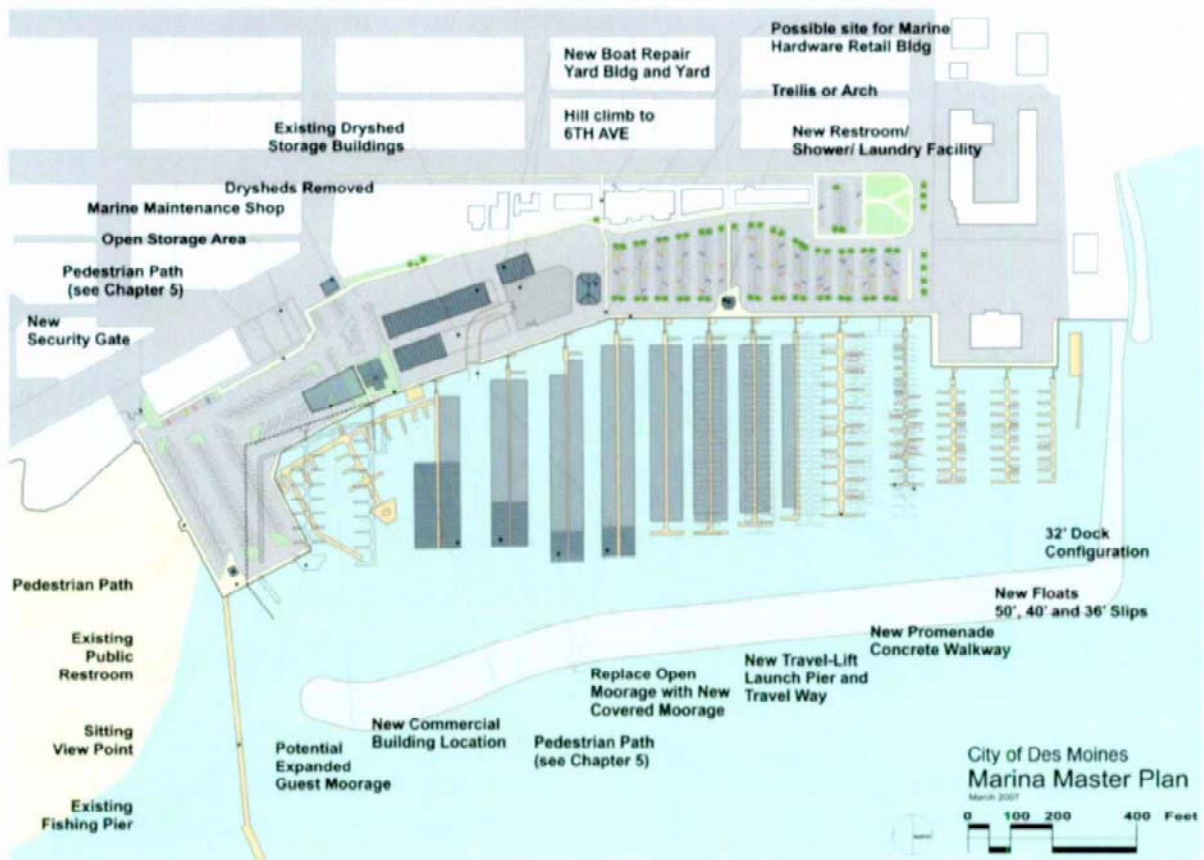


Figure 4-1. Des Moines Marina Master Plan Recommendations

4. Master Plan

Since completion of the previous Master Plan in 2001 economic conditions in the Des Moines and Puget Sound boating communities have changed, creating new opportunities for in-water and upland facilities at the Marina. In response to market projections, a series of recommendations have been developed as a means for the Marina to capitalize on these new opportunities. The sections that follow describe the Master Plan recommendations for the Marina's individual elements. Figure 4-1 above provides a summary of the recommendations and can also be found as an 11 x 17 foldout at the back of this section. Cost estimates for all recommended actions can be found in Chapter 5.

In-Water Recommendations

Bulkhead

The bulkhead is an essential part of the Marina infrastructure. Although the bulkhead's condition is moderate [Reid Middleton, Inc. Feb 2000], its rate of deterioration is a point of concern and it requires replacement.

Recommendation

The Master Plan recommends that the existing bulkhead be replaced in six phases following the current alignment (see Figure 4-2). The top of the north-facing (most exposed) parts of the bulkhead wall will be raised by approximately one foot relative to its existing elevation to offset the relative sea level rise anticipated in the next 50 years. These areas are already subject to overtopping by large waves, meaning a rise in relative sea level would exacerbate the problem. The bulkhead along the perimeter of the marina basin would only be raised by 0.5 feet since these areas are more sheltered and not subject to significant overtopping.

- **Phase I:** Replace approximately 320 feet of the bulkhead from the Marina Office to the north end of the public launch structure. Work includes providing new gangway access to the guest moorage basin.
- **Phase II:** Replace approximately 555 feet of bulkhead from Marina Office to K-L Dock. Work includes removal of some dry sheds and reconfiguration of bulkhead for new travel-lift pier.
- **Phase III:** Replace approximately 420 linear feet of wall along the north end of the Marina.
- **Phase IV:** Replace approximately 540 linear feet of wall in front of Guest Moorage Side Tie Dock and the Touch-N-Go dock, replace the timber inner breakwater structure, and remove the tide grid.
- **Phase V:** Replace approximately 400 linear feet of wall between Docks H thru K.
- **Phase VI:** Replace approximately 370 linear feet of wall fronting docks D thru G.
- **Phase VII:** Replace approximately 510 linear feet of wall fronting docks A thru C.



Figure 4-2. Bulkhead Replacement Phasing

Permanent Moorage

The future of the fourteen floating docks is an important issue since in 2005 they generated \$1.974 million (50%) of the Marina revenues. The costs involved in their replacement will be a substantial investment. It appears that the floating docks can be kept in serviceable condition until 2010 or beyond, but the anticipated future expenses and impacts are so significant that a discussion of the long-range replacement alternatives should be part of this process.

For their age, the floating docks and roof structures are in generally good condition. The major problems are loss of floatation in some areas and loss of structural integrity in a small number of the guide pilings. Also, the electrical distribution system on the larger docks is not adequate to supply the service demand of newer boats.

Although current environmental regulations strongly discourage the construction of new covered moorage on Puget Sound, existing covered moorage can be maintained, reconstructed, and relocated within the Marina. The primary drawbacks to rebuilding covered moorage involve structure height and cost. In order to minimize shadow impacts upon the water, environmental regulations will require new covered moorage structures to be higher than the existing structures.

The Municipal Facilities Committee, consultant, and staff examined several replacement alternatives for the permanent moorage docks to determine the potential slip mix and the construction and operating costs. The goal in analyzing these alternatives was to stay as close as possible to the current number of slips and to maintain current revenue levels without large rate increases. Another constraint was the amount of debt that can be carried by the Marina. The Master Plan recommends that total debt be kept below \$10 million at any given time.

2001 Master Plan Preferred Alternative

The preferred alternative included expansion of existing covered moorage and replacement of some docks. Variations of this alternative were the most attractive because of cost and the possibility of keeping the total number of slips close to current levels. In this alternative, which is referred to as **Alternative #5B** in the 2001 Master Plan, the open slips at the end of K, L, M and N Docks are replaced with new covered moorage and some of the smaller docks are replaced with new 36- to 50-foot open moorage. A caveat of this alternative is that the exact number of each slip size won't be determined until the project is undertaken.

This alternative adjusts the existing slip mix to better reflect projected market changes. It reconfigures several docks as large-slip docks (with 40-foot and 50-foot slips) and has the potential ability to convert the open moorage at the ends of existing piers to covered moorage. The following tabulation compares the number and type of slips that could be provided by the preferred alternative with the current Marina configuration:

Table 4-1. Comparison of Potential Type and Number of Slips

Slip Size (feet)	Covered Slips			Uncovered Slips		
	Current	Proposed	Difference	Current	Proposed	Difference
20	29	0	-29	13	1	-12
24	141	29	-112	48	4	-44
28	166	166	0	105	105	0
32	50	60	+10	18	8	-10
36	40	49	+9	30	43	+13
40	26	51	+25	38	43	+5
50	11	25	+14	18	30	+12
65	0	0	0	0	0	0
	463	380	-83	270	234	-36

Recommendation

The Master Plan recommends that the docks, as they are replaced, be reconfigured as much as possible to meet projected market demand (Figure 4-3). Although the Marina continues to experience an increase in demand for larger slips, the demand for the smaller slips is not decreasing as fast as expected. To take advantage of this development the Master Plan Update recommends splitting the reconfiguration of the floating docks into two phases. The first phase would involve eliminating some 20 and 24 foot slips, (E Dock), and shifting the remaining docks to the south to increase the spacing between the 28 foot docks, (I & J). This would allow most of the 28 foot slips to be converted to 32 foot moorages while maintaining some 24 foot slips. The slip mix on the reconfigured docks would be:

Table 4-2. Comparison of Potential Type and Number of Slips

Dock	South Configuration	North Configuration
F Dock	24' Open & Covered	24' Open & Covered
G Dock	28' Open & Covered	28' Open & Covered
H Dock	28' Open & Covered	32' Open & Covered
I Dock	32' Open & Covered	32' Open & Covered
J Dock	32' Open & Covered	32' Open & Covered

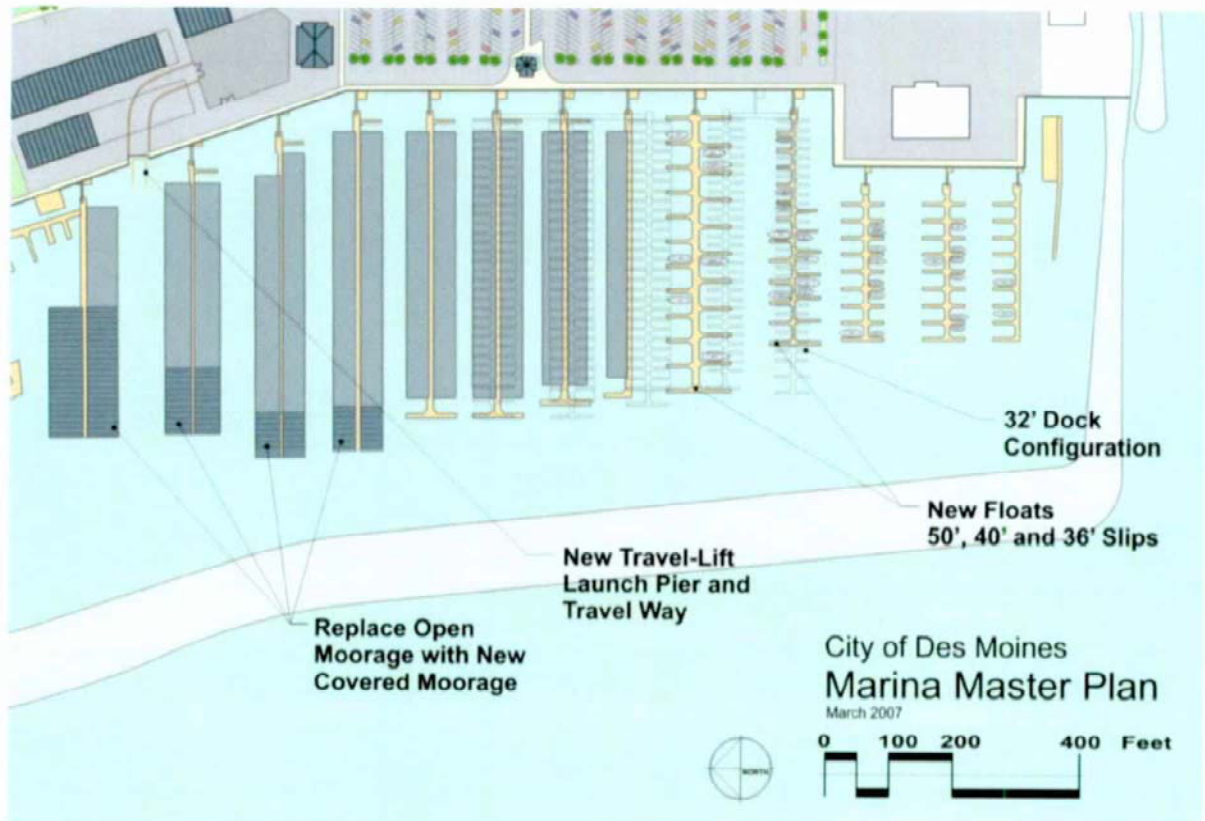


Figure 4-3. Permanent Moorage Reconfiguration Alternative

To move the docks, the existing creosote treated piling would be removed and new steel piling would be installed to keep the floating docks in their new locations. Also, the ramps would need to be moved or combined with “head docks” to provide access to the docks in their new locations. [Note: Depending on the final spacing of the docks in the “interim” configuration, it may be possible to replace the 20 and 24 foot open slips on the north side of D Dock with 28 foot open slips.]

To get to the final configuration called for in the Master Plan, all or part of F Dock would have to be removed to allow D Dock to be moved to the north. D Dock would be rebuilt with 40 – 50 foot open slips which would allow the open moorage at the ends of K, L, M, and N to be converted to 32 – 50 foot covered moorage, depending on the dock.

Guest Moorage Facility

The 2001 Master Plan explored options for expanding the guest moorage program by converting existing uplands at the north end of the Marina into new in-water moorage space. In 2001 the program was generating significant revenue for the Marina and was usually operating over capacity during summer months, making expansion a viable option for the Marina. Since that time guest moorage activity has declined by 35 percent, falling from a high of 9,367 boat nights in 2001 to 5,789 boat nights in 2005. Expansion options therefore require additional analysis to validate the economic benefits.

2001 Master Plan Recommendation

Boating trends in 2001 indicated that there would be increasing demand among boaters for larger and more comfortable guest moorage facilities. By adjusting internal operations and by expanding marketing efforts, the Marina found that it could attract more families and boating clubs to the guest moorage. To better take advantage of boating trends, the guest moorage area could be expanded to increase its capacity, convenience, and desirability.

Extensive study of the guest moorage facility produced a design that enlarged the guest moorage space and retained a public boat launch. Specifically, the layout for Marina: 1) expands the guest moorage area from 1,800 to 3,200 lineal feet; 2) rotates the guest moorage floating docks so that they are parallel to the permanent moorage docks; 3) creates ample in-water queuing area for dry shed, dry stack, and public launching activity; 4) provides upland space for a reconstructed public boat launch; and 5) creates new open space areas to the east and north of the guest moorage. Presently, the guest moorage area can accommodate approximately 70 boats. As planned, the capacity of the guest moorage would increase to approximately 130 boats. The 2001 Marina Master Plan recommended this alternative.

Partial funding for guest moorage improvements may be available from the Interagency Committee for Outdoor Recreation (IAC) Boating Facilities Program. In addition, the expanded guest moorage project may be eligible for funds from the U.S. Department of Fish and Wildlife's Boating Infrastructure Grant Program. Marina staff would aggressively pursue all grant opportunities available as a way to effectively leverage Marina funds.

In addition to the annual revenues offered by an expanded guest moorage, popular boating destinations generate positive financial impacts for the community as a whole. Local shops, restaurants, service stations, and other businesses benefit from being close to a busy marina. Des Moines residents benefit from having local businesses that are successful. As mentioned previously, the 1990 study by the Washington State Parks and Recreation Commission suggests that boaters will spend approximately \$115 in local establishments each time they visit the Des Moines Marina.

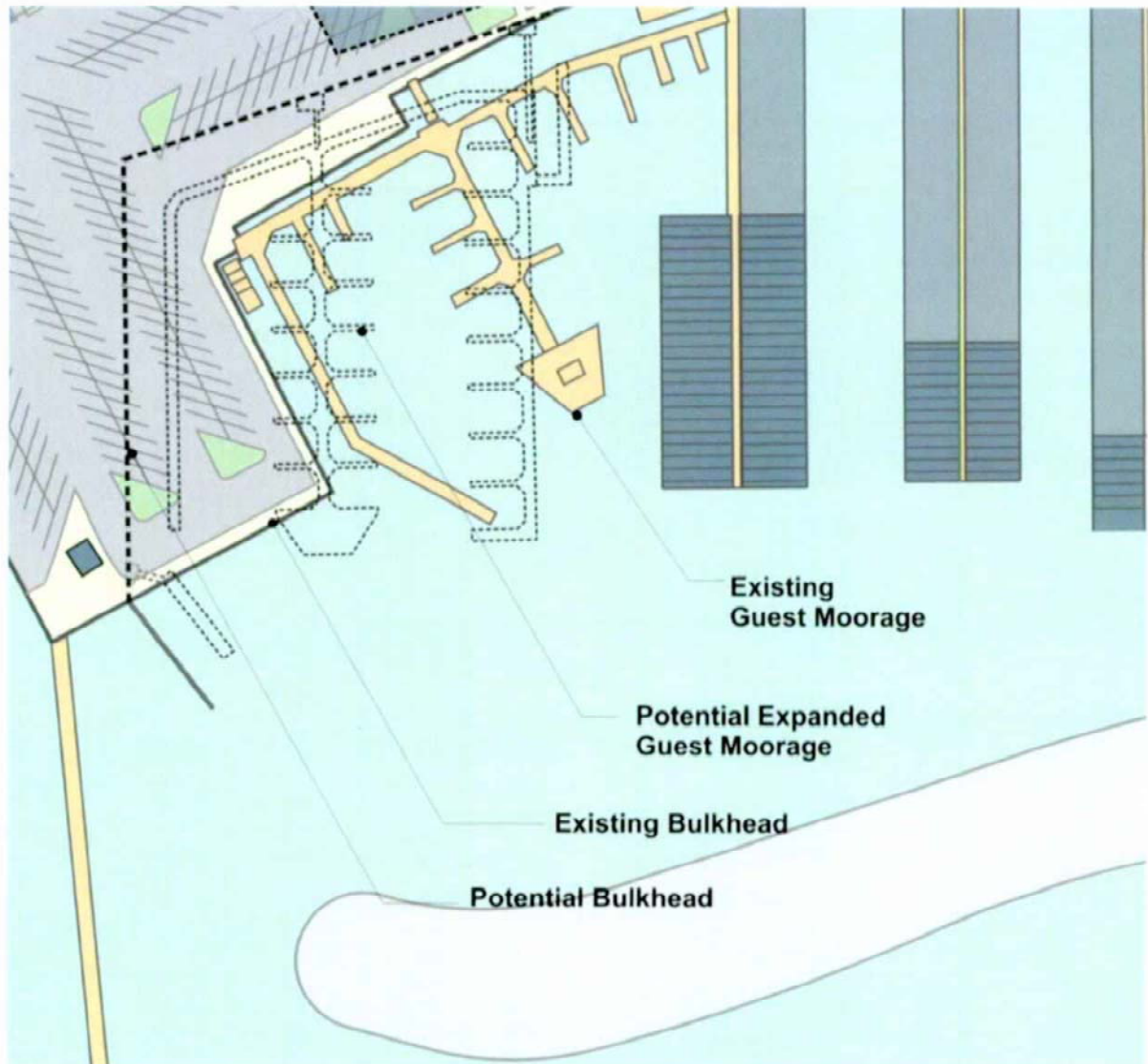


Figure 4-4. Recommended Changes to Guest Moorage, 2001 Marina Master Plan

Recommendation

Since completion of the 2001 Master Plan the guest moorage program has experienced a significant decrease in utilization and revenue due to the continued decline in recreational salmon fishing in the Puget Sound. Improving future utilization of the guest moorage will require the Marina to more aggressively target organizations/clubs, individual or family cruisers, and other similar groups, all of which have the potential to keep the guest moorage viable. In fact, new opportunities are emerging for possibly expanding in-water guest moorage space by excavating uplands at the north end of the Marina (Figure 4-4). Given these conditions, expansion of the guest moorage program requires further economic analysis to ensure it is still a viable alternative for the Marina.

Passenger Only Ferries

Since the original Master Plan was adopted in 2001 there has been a renewed interest by both public and private parties in the development of a passenger-only ferry system. Initially, the interest was motivated by the desire to provide more access to island communities like Vashon Island and the San Juan Islands, or by the need to connect communities on the west side of the Sound with employment centers in Seattle, Bellevue, and Redmond. However, recent advances in boat-building technology have made moving people on the water much faster and more reliable. The advent of this new generation of passenger carrying vessels has some leaders in the public sector discussing the possibility of using passenger ferries to alleviate congestion in the land-based north-south transportation corridors.

Most of the discussions to date have included the Des Moines Marina as a potential terminal site because of its proximity to other modes of transportation such as Sea-Tac airport, light rail, State Highway 509, and Interstate 5. A feasibility study conducted by the Puget Sound Regional Council is scheduled for completion in 2008.

Recommendation

At this time the Master Plan recommends that any changes to the Marina entrance or the guest moorage area consider the potential for a future passenger ferry terminal and that nothing be done that would preclude such a possibility.

Upland Recommendations

Launching Facilities

There are currently three boat launching facilities maintained by the Marina, including the public sling launcher, the dry shed sling launcher, and the boat yard travel lift launch. All three facilities are nearing the end of their useful life and require some level of repair.

Recommendation

The Master Plan recommends the following actions concerning launch facilities at the Marina.

- **Public Sling Launcher.** Demolish the public sling launcher and eliminate public launch functions at the Marina. The Redondo Boat Ramp will continue to operate as a public launch in the City of Des Moines. Parking areas adjacent to the sling launcher can be restriped from car/trailer spaces to car only spaces or converted to an alternate use.
- **Dry Shed Sling Launcher.** The dry shed launcher will continue to operate in its current capacity for the foreseeable future, providing launch capabilities for both dry shed tenants and Marina maintenance boats. As the dry sheds reach the end of their useable life this area of the Marina may be redeveloped. At that time the dry shed launcher may be eliminated.
- **Travel Lift Launch.** Demolish the existing travel lift launch and construct an expanded facility for use by the boat yard capable of accommodating boats up to 55 feet in length. The new travel lift pier would be located between Docks M and N (existing travel lift is between Docks L and M) and would be aligned with the fairway to facilitate launch operations. This location was selected because it would allow the existing travel lift to remain in operation while the new facility is built. This is an operational necessity for the boat yard. Impacts to the inside slips would be minimized by setting the launch slightly back into the shoreline. Approximately one-quarter of the dry sheds would be demolished to provide necessary maneuvering space. Demolition of these sheds and bulkhead preparations for the new travel lift launch are included under Phase I of the bulkhead replacement project.

Harbormaster Building

The Harbormaster Building currently houses the Harbormaster offices and Marina Maintenance Shops. Given the building's location on the central waterfront it is an extremely valuable asset for the Marina.

Recommendation

The Master Plan recommends relocation of the Marina Maintenance Shops to an alternate location, remodeling the Harbormaster offices, and relocating public restroom facilities to the first floor. Laundry / shower facilities would also be incorporated.

Boat Yard

CSR Marine is constrained by the size of their boat yard and travel lift pier. They have expressed an interest in expanding their current business to accommodate larger boats, possibly up to 60 feet in length.

Recommendation

The Master Plan recommends construction of a new and expanded boat yard near the existing facility. The new building will be approximately 4,000 square feet. A temporary boat yard will be sited to the south of the existing yard so that the business can remain in operation during construction. Upon completion, the outdoor yard will be approximately 18,000 square feet. A new travel lift launch pier is also included, as described above.

Commercial Building

Several options have been explored for the construction of a new commercial building to the area north of the Harbormaster building. These options were developed to capitalize on growing opportunities for increased commercial development on the Marina floor.

Recommendation

A new commercial building is recommended on the waterfront immediately north of the Harbormaster building. Further analysis is required, but at this time the structure is being sized as a one-story building with a footprint of approximately 6,000 square feet. Possible uses include a restaurant or a deli / small scale grocer. The project provides the building and site improvement, as well as a 1,500 square foot deck area that uses the existing bulkhead alignment fronting the building. Associated parking requirements can be accommodated within the existing north parking lot. Options for connecting the new structure to the Harbormaster building should also be explored to provide the Harbormaster offices with elevator access.

Financing options for the building require additional analysis to identify the best option for the City. The City could construct and lease the building or undertake a ground lease with a private developer who would construct and lease the building. Advantages of entering into a ground lease include lower capital requirements for the City and better financial performance.

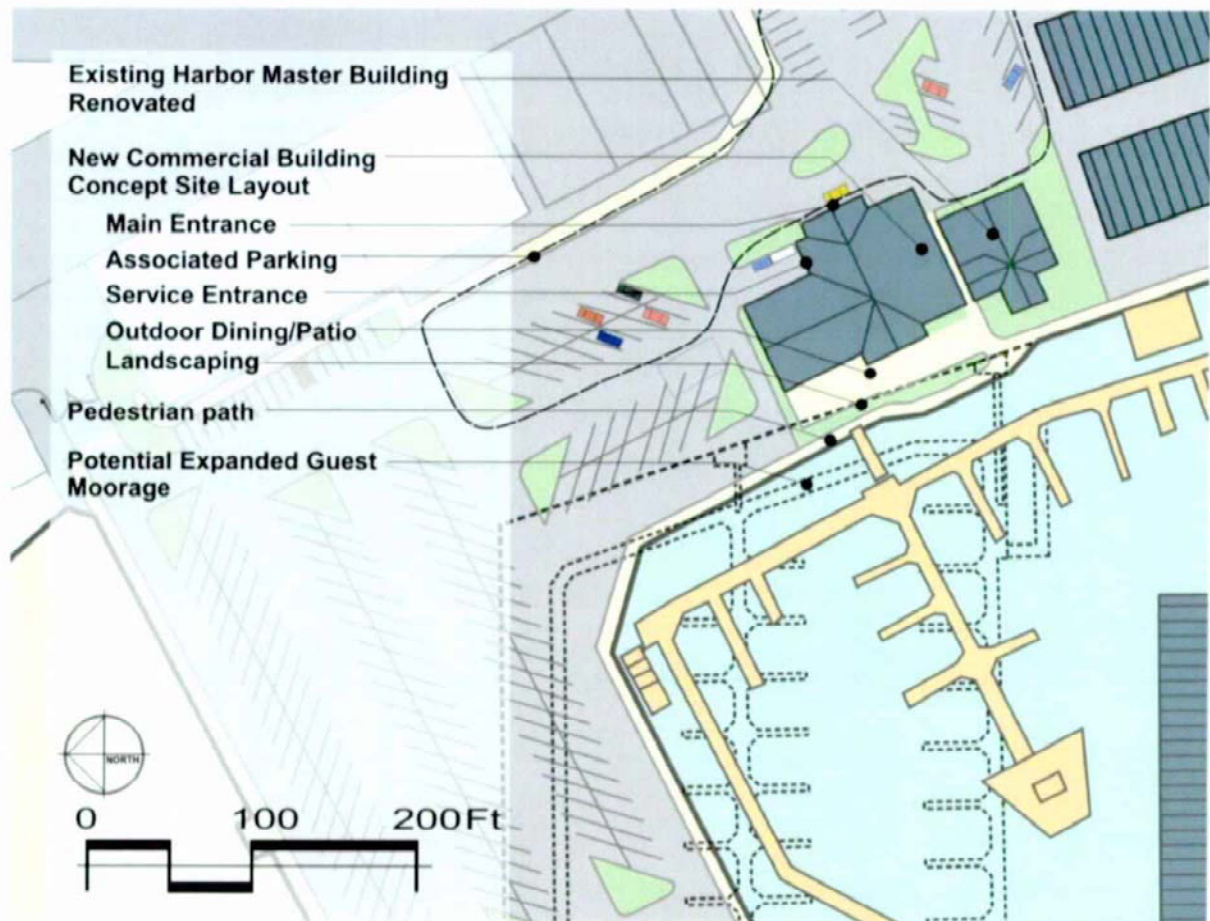


Figure 4-5. Potential Site Plan for New Commercial Building

Marine Retail

Opportunities may exist to open a small scale marine retail / hardware store to support Marina's boating community. Real estate is available for this use south of the boatyard.

Recommendation

Locating a marine hardware business along the Marina waterfront would be a positive addition. A new marine hardware retail building is therefore recommended on the waterfront immediately south of the expanded boat yard being proposed. The proposed 4,000 square foot building is a one-story prefabricated steel/CMU structure with store front and loading dock. The project includes parking lot improvements and landscaping.

Financing options for the new marine retail building require additional analysis to identify the best option for the City. The City could construct and lease the building or undertake a ground lease with a private developer who would construct and lease the building. Advantages of entering into a ground lease include lower capital requirements for the City and better financial performance.

Marina Maintenance Shops

Marina maintenance shops are currently located on the ground floor of the Harbormaster building. This function does not need to be located on the central waterfront and is a poor use of this space.

Recommendation

The Master Plan recommends constructing a new marina maintenance shop on the Quartermaster Parcel located against the bluffs at the back of the Marina within the existing 223rd Street right-of-way. A 1,050 square foot, one-story maintenance building with mezzanines would meet maintenance shop needs. Relocation of the maintenance function will allow a more appropriate use to occupy the first floor of the Harbormaster building.

Large Boat Storage Yard

There is an opportunity to provide a dry boat storage yard where the current dry shed buildings are located. Boats up to 50 feet long could be stored on trailers within the secured storage yard. Demand for this type of "moorage" is increasing both around the Puget Sound and nationally. Depending on the size of the boats and the type of trailers or dollies used to store the boats on, the area could accommodate 24 to 36 large boats. The travel lift that was purchased through the Federal surplus Property Program could be used to retrieve and launch boats from the new travel lift pier that is proposed for the M – N Dock water way. Site improvements such as water lines, electric power boxes and thicker pavement for the travel lift's travel path to accommodate the heavy wheel loads would be necessary.

Recommendation

Continue to explore opportunities for upland boat storage as other improvements are implemented on the Marina floor.

Public Restrooms

There are three public restrooms within the Marina, all of which are outdated and should be improved. When making decisions about travel itineraries and moorage, boaters place high importance upon marina amenities such as restrooms and laundry facilities.

Recommendations

There are plans to demolish and rebuild the south restroom as part of, or following, replacement of the seawall. Preliminary plans include a unisex restroom for use by the general public as well as restroom, shower, and laundry facilities reserved for Marina tenants. These plans will be refined as construction nears.

Renovation of existing restrooms adjacent to the Harbormaster building is not an economically viable alternative due to the facility's age and condition. It is therefore recommended that the first floor of the Harbormaster building be renovated (following maintenance shop relocation) to include public restrooms, showers, and laundry facilities for guest moorage users.

The north restroom is a masonry building and is structurally sound. Historically, this restroom has been the target of regular vandalism. However, the most recent improvements have enhanced the building's appearance and vandalism is now less frequent. This area of the Marina would be redesigned if the guest moorage is expanded into the north parking lot. A decision on the future of the existing restrooms will be made when and if the area is reconstructed.



Figure 4-6. Proposed Site Plan for South Restroom

South Marina Park

Although changes to the South Marina Park are not funded in this plan, in the future it may be appropriate to replace some of the parking lot with a more pedestrian friendly "hardscape" to enhance community use of the facility. With the exception of large public events like the 4th of July fireworks show, the park's parking lot has historically been under utilized. Recently, the lot has been the site of the Des Moines Waterfront Farmers Market. The Des Moines Arts Commission is also planning a mural project on the retaining wall along the east end of lot.

Upland Circulation and Parking

Vehicular Circulation

Vehicular access to the Marina is from South 227th Street and Cliff Avenue. Internal traffic lanes provide access to the various Marina facilities. The primary north-south roadway (formerly Dock Street) connects the north and south entrances. This roadway is near the east property line and is not always clearly delineated from adjacent parking areas and pathways. The internal connection of the two entrances exacerbates weekend “cruising” through the Marina. Speeding along this route led to the installation of numerous speed bumps.

Recommendations

The Marina was designed to accommodate visitors and patrons arriving by automobile. The Master Plan acknowledges and preserves this critical access while recommending improved pedestrian and bicycle access.

In particular, the Master Plan recommends the following:

- Vehicular circulation and parking modifications will be required in the north Marina if / when the new commercial building is constructed. Site specific modifications will be worked out when the project goes to construction.
- In the south parking lot, north-south traffic will be limited to the east area of the Marina. A new, centrally sited restroom building will be located between the parking and the bulkhead promenade. This will allow for vehicular access to parking and businesses, but will discourage automobile traffic adjacent to the bulkhead.
- In the south parking lot, curbing, landscaped areas, and a raised sidewalk/bike path will define the north-south roadway near the east property line. This will give the roadway an appearance similar to a public street.
- Presently, a security gate at the north entrance is closed and locked at 10:00 p.m. each evening. The Master Plan recommends this gate be replaced with an electronic gate that will allow after-hours access by residents of the Des Moines Mariner Condominiums.

Pedestrian Circulation

The Marina is located within Des Moines’ downtown, and walkers regularly “loop” through the Marina. Many pedestrians enjoy the sights and activities of the Marina all year around. It is also a focal point for the community and an important open space.

Sidewalks exist along both South 227th Street and Cliff Avenue and provide pedestrian access to the Marina at both entrances. A new pedestrian route is included within the WestPointe Condominium development at approximately 6th Avenue South and 225th Street.

The pedestrian path along the bulkhead in the south parking lot is paved with asphalt and separated from vehicular traffic by extruded concrete curbing. In the north parking lot, there is a raised concrete sidewalk along the seawall. Although many people walk along the east edge of the Marina, there are no pedestrian facilities there.

Recommendations

Pedestrian space is a premium asset within the Marina and needs to be protected. The Master Plan recommends improving the pedestrian facilities and amenities within the Marina, including:

- The bulkhead promenade will be reconstructed when the seawall is replaced. The new concrete promenade will be 10 to 12 feet wide and approximately six inches higher than the adjacent automobile areas. New light fixtures, hanging baskets, benches, and planters will enhance the pedestrian experience. Although separate bike lanes are not included, traffic speeds will be slow enough to allow bicyclists to safely ride in vehicular travel lanes.

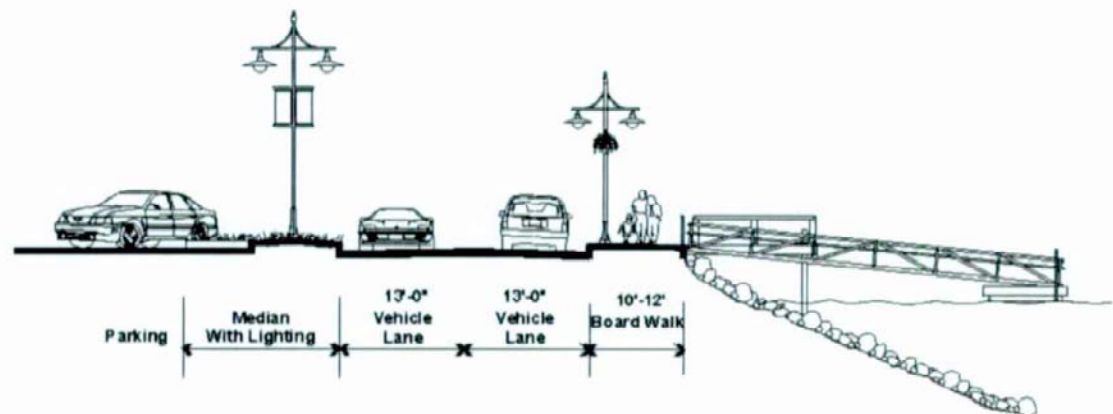


Figure 4-7. Proposed Seawall Promenade

- The pathway along the east property line will only be 6-8 feet wide since it is not a primary pedestrian route. It will be raised approximately six inches above the adjacent roadway. A railing may be added to further separate automobiles from trail users. Bicyclists will be encouraged to ride in vehicle travel lanes since traffic volumes are low in this part of the Marina. Eventually this path may be connected with the Des Moines Creek Trail, which reaches the shoreline at Beach Park, directly to the north.
- East-west pedestrian access in the north portion of the Marina will be improved. The Master Plan makes no specific recommendation regarding how this access is to be provided, but it acknowledges improved access as a goal.
- To improve access and safety, pedestrian routes to the seawall from the eastern access path will be upgraded. These pathways will be located at 227th Street and at the 6th Avenue stairway. They will be constructed of concrete, at grade in crosswalks and raised in other areas, where appropriate, to maximize pedestrian safety and comfort.
- Separate from the Master Plan, the design, character, and utility of Cliff Avenue, and possibly 5th Avenue, warrant further study. These roadways provide access to Des Moines' most prominent recreational facilities—Beach Park and the Marina—and deserve careful consideration.

Parking

The number of parking spaces within the Marina generally accommodates present demand. Existing on-site parking is located as follows:

South of Boat Yard	338 single vehicle spaces 18 vehicle-trailer spaces
North of Boat Yard	82 single vehicle spaces <u>84</u> vehicle-trailer spaces
Total Existing Parking	522 spaces

Recommendation

The Master Plan proposes reconfiguring the existing parking area to increase the number of single-vehicle spaces. Vehicle-trailer combination spaces will no longer be required since the public sling launcher will be demolished. At the same time, the construction of new commercial spaces and potential enlargement of the guest moorage will increase the need for single-vehicle parking. Reconfiguration of trailer parking areas will yield the following number of spaces:

South Parking Lot	467 single vehicle spaces 0 vehicle-trailer spaces
North Parking Lot	156 single vehicle spaces <u>0</u> vehicle-trailer spaces
Total Proposed Parking	623 spaces

The above recommendation is based upon estimates using information available at this master planning stage. As more detailed site plans are prepared, the exact number of each type of parking space can be determined. The requirements for off-street parking, according to the Des Moines Municipal Code (Chapter 18.44 DMMC), are as follows:

<u>Use</u>	<u>Parking Requirement</u>
Boat Moorage	1 space per 2 slips
Retail	1 space per 350 square feet
Office with Customer Service	1 space per 350 square feet
Office without Customer Service	1 space per 800 square feet
Restaurant	1 space per 125 square feet
Boat Repair	1 space per 600 square feet
Dry Storage	None specified
Public Boat Launch	None specified
Fishing Pier	52 spaces (IAC Agreement)
Shared-Use Allowance	20 percent reduction

The on-site parking proposed by the draft site plan satisfies Code requirements. Based on a parking utilization survey conducted on Saturday, September 12, 1998, this parking allowance would be adequate to accommodate demand.

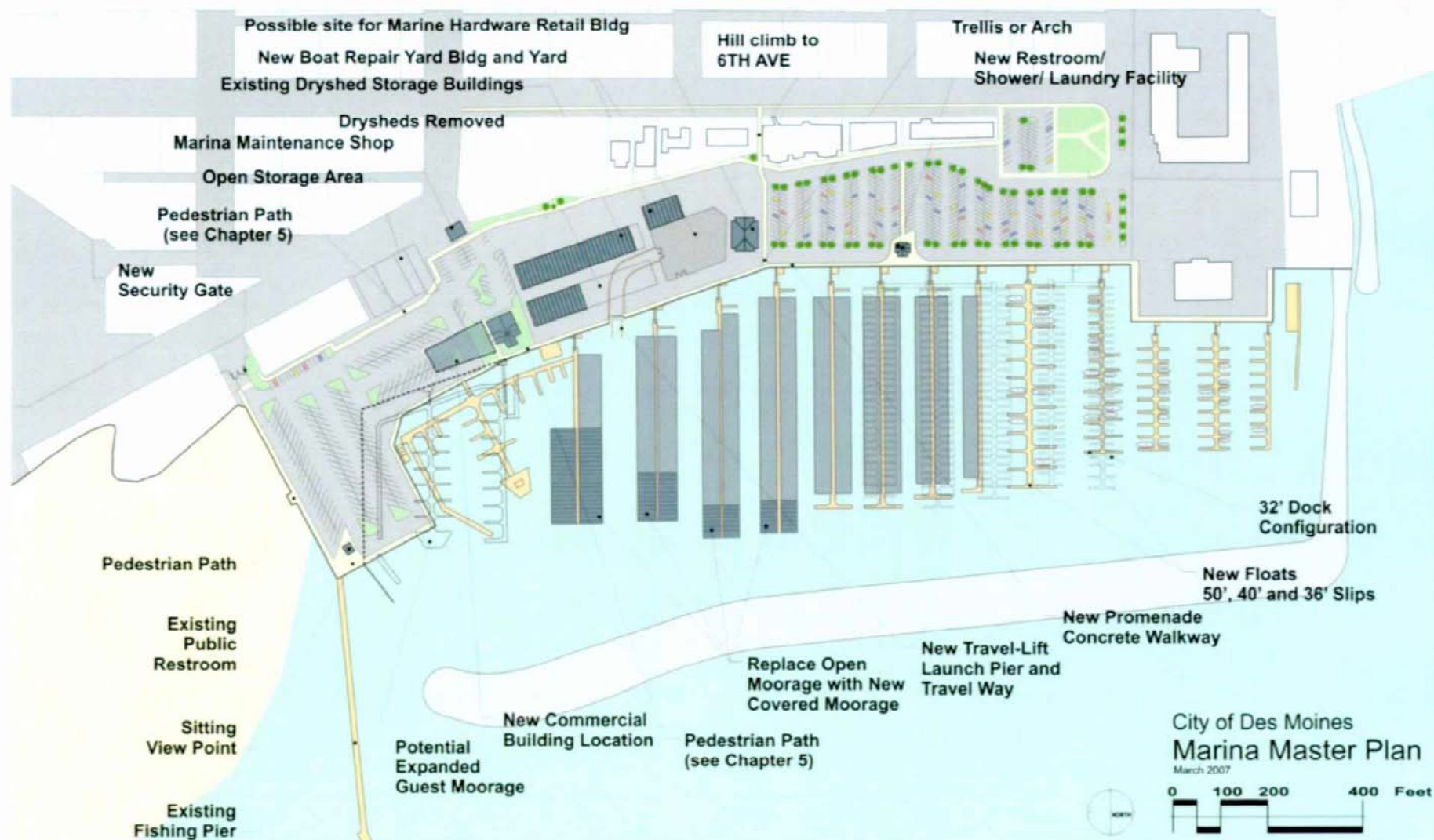


Figure 4-8. Des Moines Marina Master Plan Recommendations

5. Design Guidelines

The Marina will have a nautical theme and design guidelines. Specific guidelines will be developed by June 2008.

Landscaping

The predominant visual images within the Marina are large expanses of asphalt and dissimilar building types and styles. Upland areas not protected by the jetty from wave action are subjected to saltwater spray and a limited number of plant species can thrive in the environment.



Figure 5-1. Marina Office Building

Master Plan Recommendations

Appropriate landscaping can improve the visual appearance of the Marina, identify and delineate pedestrian areas, enhance views, and minimize the visual impact of the automobile. The Master Plan calls for additional landscaped islands within the parking areas, along the pedestrian paths, and along the east property line. All landscaping recommendations reflect the intent to beautify the Marina without blocking views.

A list of recommended plants appropriate for use within the Marina is included in Appendix C. The Marina Plant List lists specific recommendations for landscape materials at the Marina. This plan's major planting concepts include:

- **Vehicular Streets.**
 - *Street Trees.* Landscape street edges and median areas with deciduous trees with a round, branching pattern to promote visual appeal and allow views under the tree canopy.
 - *Ground Cover Plantings.* Use low-maintenance ground covers at street edges and medians. (Lawns are not recommended.)
- **Parking Areas.** Trees and ground cover plantings similar to those used for the vehicular streets are recommended. Care should be taken to select small to medium-sized trees for use throughout the Marina to avoid unnecessary view blockage.
- **Pedestrian Pathway at the Water's Edge.** Landscaping in these areas should be primarily shrubs, groundcovers, and flowers. Planting areas may include planting beds at grade and those in pots, planters, and hanging baskets.

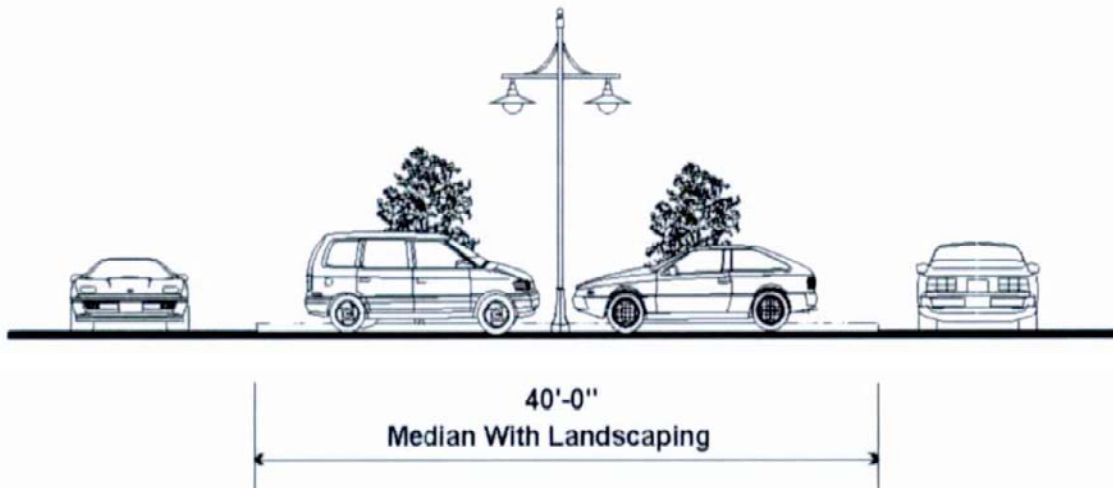


Figure 5-2. Typical Landscape Island Within Parking Area

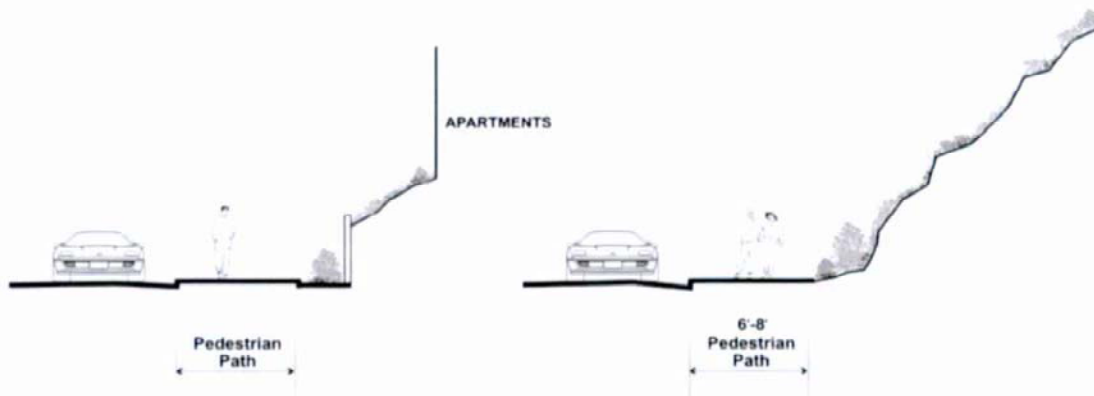


Figure 5-3. Typical Landscaping Along East Property Line

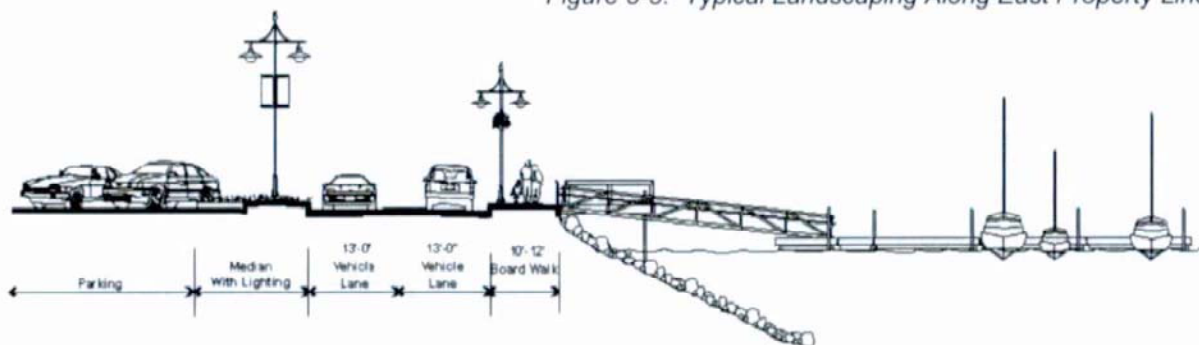


Figure 5-4. Typical Landscaping Along Seawall Promenade



Figure 6-1. Marina Office Building

6. Schedule and Financing

The primary goal of this planning process is to focus on the core business activities of the Marina and develop strategies that will maintain Marina facilities and keep services in high demand. This Master Plan contains business strategies that require both capital and service improvements.

Financial Summary

Gross Revenue

Marina revenue is generated by a variety of activities, including the leasing of moorage space, fuel sales, dry shed rentals, launch activities, and upland commercial leases. Total gross revenue between 2003 and 2005 is summarized below.

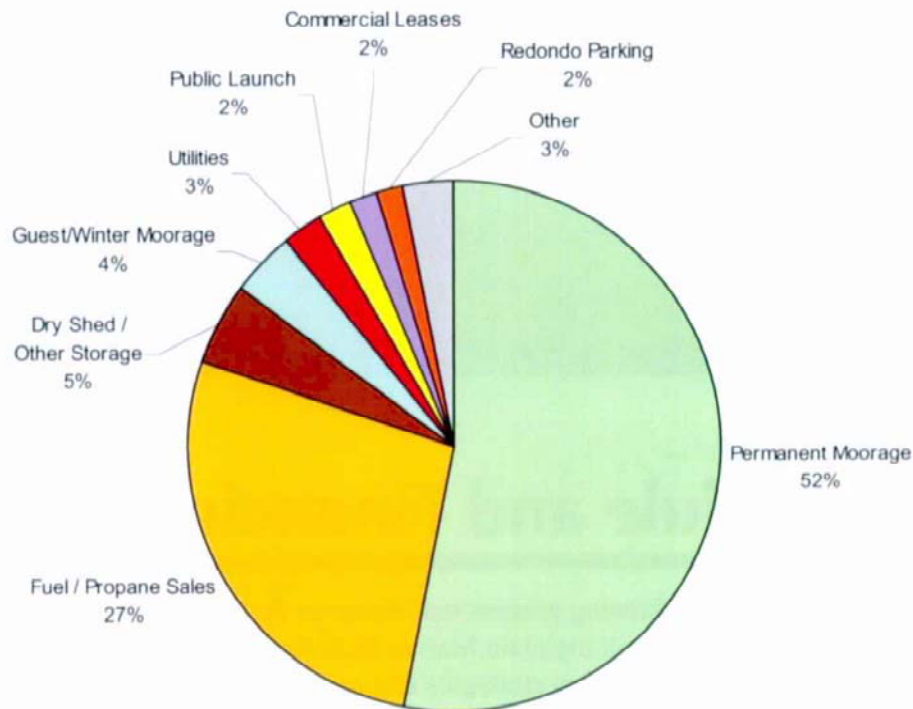


Figure 6-2. 2005 Marina Revenue Summary

Table 6-1. Marina Revenue, 2003 - 2005

	2003	2004	2005	Total
Permanent Moorage	\$1,727,815	\$1,768,297	\$1,819,656	\$5,315,768
Fuel / Propane Sales	\$557,382	\$715,004	\$924,662	\$2,197,048
Dry Shed / Other Storage	\$153,663	\$170,725	\$168,619	\$492,977
Guest / Winter Moorage	\$151,203	\$139,243	\$135,373	\$425,819
Utilities	\$84,564	\$84,406	\$86,178	\$255,148
Public Launch	\$100,557	\$83,435	\$71,000	\$254,992
Commercial Leases	\$63,113	\$52,826	\$54,472	\$170,411
Redondo Parking	\$20,332	\$29,461	\$51,985	\$101,778
Other	\$80,532	\$73,473	\$108,829	\$262,834
Total	\$2,939,131	\$3,116,870	\$3,420,774	

Sources: Des Moines Master Plan Update Demand Assessment, September 2006 and/or BST Associates

Expenses

Marina expenses for the three year period between 2003 and 2005 are summarized below.

Table 6-2. Marina Expenses, 2003 - 2005

	2003	2004	2005	Total
Cost of Goods Sold ¹	\$565,703	\$709,445	\$916,960	\$2,192,107
Expenses ²	\$958,039	\$1,046,602	\$1,108,122	\$3,112,764
Interfund Transfer ³	\$687,375	\$490,000	\$550,000	\$1,727,375
Total	\$2,211,118	\$2,246,047	\$2,575,082	

¹ Cost of goods sold includes all items purchased and resold by the Marina; fuel is the primary contributor

² Expenses include all labor and expenses in the Marina Department

³ The interfund transfer represents funding transferred from the Marina to the City in exchange for basic service, such as police, finance, etc.

Sources: Des Moines Master Plan Update Demand Assessment, September 2006 and/or BST Associates

Net Profit

Net profit is a function of gross revenue and total expenses, as identified above. The net profit for the three year period between 2003 and 2005 summarized below.

Table 6-3. Net Profit, 2003 - 2005

	2003	2004	2005
Gross Revenue	\$2,939,131	\$3,116,870	\$3,420,774
Expenses	\$2,211,118	\$2,246,047	\$2,575,082
Net Profit	\$728,013	\$870,823	\$845,692

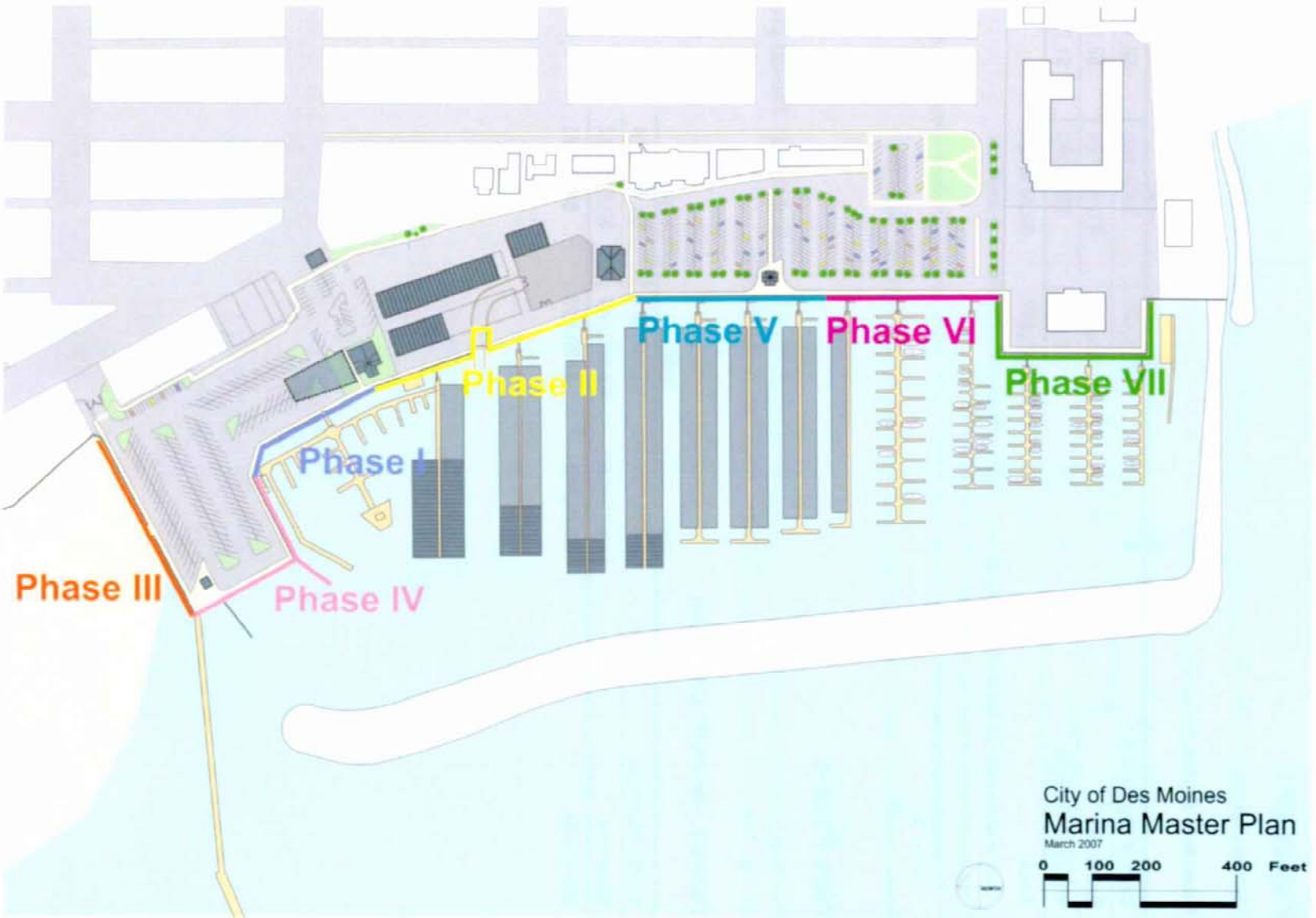


Figure 6-3. Bulkhead Replacement Phasing

**DES MOINES MARINA UPDATED MASTER PLAN PROJECT LIST
AND OPINION OF CONSTRUCTION COSTS**

Phase	Element	TOTAL (2006\$)	Total Cost per Phase (2006\$)
I	Relocate Water Main Move 8" water main from the parking lot and the area in front of the Marina Office to Dock Ave.	\$ 216,000	
	Relocate 12.5kV Power Lines Install new duct bank from switch near office to Cliff Ave. and transformer in north lot. Abandon 12.5 kV lines in area of office and new bldg site	\$ 330,729	
	Dredging Project Survey, Design and Permit process (includes sampling and testing)	\$ 180,000	
	Demo Public Launch/ Parking Lot Restripe Demo public sling launch. Restripe Parking Lot from car/trailer spaces to cars.	\$ 304,848	
	Replace Bulkhead I Replace about 320 linear feet of wall, in area of future 6,000 SF commercial bldg and Guest Moorage basin. Work includes providing new gangway access to existing guest moorage docks at north side of guest moorage docks (near existing gangway location).	\$ 1,847,165	
	Sidewalk and Railing I Cast-in-place sidewalk behind new bulkhead. Salvage and re-use existing railing.	\$ 201,600	
	Reconfigure Parking Lot Reconfigure parking lot and road areas near Harbormaster Office and new commercial bldg site. Install new O/W separator in storm drain system.	\$ 216,000	
			\$ 3,296,342
II	Provide New Harbor Maintenance Bldg Provide New Harbor Maintenance Bldg in Quartermaster Parcel, within existing 223rd Street ROW	\$ 281,232	
	Remodel Marina Office/Relocate Maintenance Div to New Bldg Remodel marina office, including restrooms; relocate maintenance div to new bldg	\$ 423,360	
	6000 SF Commercial Bldg Provide bldg, foundation and site improvements	\$ -	
	Deck for 6000 SF Commercial Bldg/Promenade over Water Provide outdoor deck area (approx 50' x 30') using existing bulkhead alignment fronting building	\$ 32,400	
	Dredging Project Dredge basin: quantity based on survey conducted in Phase I	\$ 750,000	
			\$ 1,486,992
III	Replace Bulkhead II Replace bulkhead from new travel lift pier to K Dock	\$ 3,732,984.00	
	Sidewalk and Railing II	\$ 332,424	

Phase	Element	TOTAL (2006\$)	Total Cost per Phase (2006\$)
	Cast-in-place sidewalk behind new bulkhead. Salvage and re-use existing railing.		
	Travel Lift Pier for Boatyard	\$ 871,200	
	Construct new travel lift launch pier to replace existing. Accommodate boats up to 55 feet. Locate new pier between Docks M and N.		
	New Tenant Restroom	\$ 468,000	
	Replace existing tenant restroom with additional space for a public restroom and small laundry facility.		
			\$ 5,404,608
IV	J Dock Transformer	\$ 387,606	
	Extend duct bank from service entrance at the foot of the 6th Ave stairway to area near foot of J Dock. Install transformer. Extend duct bank north along bulkhead to K & L docks and new commercial bldg		
	Reconfigure Boat Yard / Build New 50' x 80' Bldg	\$ 728,106	
	Construct new 50' x 80' bldg along east side of yard; provide temporary boatyard to the south of existing so that business could continue while demolition of existing shop bldg and paint shed occurs; pave boatyard area for permanent occupancy; remove temporary facilities.		
	4000 SF Commercial Bldg	\$ 69,500	
	Prepare site for 4000 square foot commercial building, including landscaping and utility extensions.		
	L Dock - Utilities & floatation	\$ 288,000	
	Replace/upgrade utilities on dock including electric shore power and water. Replace floatation blocks where needed. Install new fire stand pipe system and new decking where required		
	K Dock - Utilities & floatation	\$ 288,000	
	Replace/upgrade utilities on dock including electric shore power and water. Replace floatation blocks where needed. Install new fire stand pipe system and new decking where required		
			\$ 1,761,212
V	Replace Bulkhead III	\$ 1,973,664	
	Replace about 420 linear feet of wall, along north end of marina		
	Sidewalk and Railing III	\$ 332,424	
	Cast-in-place sidewalk behind new bulkhead. Salvage and re-use existing railing.		
	J Dock - Utilities & Floatation	\$ 288,000	
	Replace/upgrade utilities on dock including electric shore power and water. Replace floatation blocks where needed. Install new fire stand pipe system and new decking where required (decide about Guest Moorage or not. The following are based on no expansion of the Guest Moorage; wall alignment to follow existing.		
			\$ 2,594,088
VI	Replace Bulkhead IV / Replace Inner Breakwater	\$ 3,082,608	
	Replace about 560 linear feet of wall, in front of Guest Moorage Side Tie Dock and the Touch-N-Go dock; replace about 150 linear feet for Inner Breakwater structure		
	Sidewalk & Railing IV	\$ 364,792	

Phase	Element	TOTAL (2006\$)	Total Cost per Phase (2006\$)
	Cast-in-place sidewalk behind new bulkhead. Salvage & resuse existing railing.		
	I Dock - Utilities & Floatation		
	Replace/upgrade utilities on dock including electric shore power and water. Replace floatation blocks where needed. Install new fire stand pipe system and new decking where required	\$ 288,000	
			\$ 3,735,400
VII	Replace Bulkhead V	\$ 1,971,648	
	Replace about 400 linear feet of wall, along Docks H thru K		
	Sidewalk and Railing V	\$ 279,936	
	Cast-in-place sidewalk behind new bulkhead. Salvage and re-use existing railing.		
	H Dock - Utilities & Floatation		
	Replace/upgrade utilities on dock including electric shore power and water. Replace floatation blocks where needed. Install new fire stand pipe system and new decking where required	\$ 288,000	
			\$ 2,539,584
VIII	Replace Bulkhead VI	\$ 1,888,272	
	Replace about 370 linear feet of wall, fronting docks D thru G		
	Sidewalk and Railing VI	\$ 258,941	
	Cast-in-place sidewalk behind new bulkhead. Salvage and re-use existing railing.		
	G Dock - Utilities & Floatation	\$ 288,000	
	Replace/upgrade utilities on dock including electric shore power and water. Replace floatation blocks where needed. Install new fire stand pipe system and new decking where required		
			\$ 2,435,213
IX	Reconfigure Docks D thru I	\$ 2,097,706	
	Remove Docks E and F, partial demo of D and G. Construct new, larger slips.		
	Replace Bulkhead VII	\$ 1,976,472	
	Replace about 510 linear feet of wall, fronting docks A thru C		
	Sidewalk and Railing VII	\$ 356,918	
	Cast-in-place sidewalk behind new bulkhead. Salvage and re-use existing railing.		
	Reconfigure South Parking lot	\$ 432,000	
	Move roadway to east side of Marina, (including curb, gutter and 5 foot wide sidewalk), and reconfigure parking lot to create more parking. Includes asphalt overlays.		\$ 4,863,096
X	Upland Boat Storage	\$ 451,872	\$ 451,872
	Demolish Dry Shed Buildings; pave area for an upland boat storage area.		
XI	Convert Open to Covered Docks K thru N	\$ 2,199,600	

If the decision to construct an expanded guest moorage occurs between Phases IV and V:

Phase	Element	TOTAL (2006\$)	Total Cost per Phase (2006\$)
	Guest Moorage Improvements	\$ 5,080,160	\$ 7,259,760

Work would include demolition of a portion of the bulkhead in Stage I, excavation of the larger basin, construction of bulkhead wall along new alignment for the basin, installation of floating docks, misc utility work.

\$ 32,747,824

FINANCING PLAN

The financing plan for the updated Comprehensive Marina Master Plan proposed improvements will require approximately \$18 million in funding sources for the first three phases. Phase four will require approximately \$3.8 million. Table 6-X below provides the funding sources needed to complete the Marina improvements through phase four.

Table 6-X. Marina Master Plan Financing Plan

Item	PHASES 1 - 3				PHASE 4	Phases 1-4
	2007	2008	2011	Total	2015	Total
Bond Issuance:	\$ 5,795,000	\$ -	\$ 6,200,000	\$ 11,995,000	\$ 2,510,000	\$ 14,505,000
Costs of Issuance	93,482	-	102,491	195,973	47,129	243,102
Debt Reserve (Use Cash for Bal of 2007 Rsvr)	100,000	-	504,840	604,840	206,200	811,040
Net Bond Proceeds	\$ 5,601,518	\$ -	\$ 5,592,669	\$ 11,194,187	\$ 2,256,671	\$ 13,450,858
For Years:	2007	2008-2010	2011-2014	Total	2015-2016	Total
Project Costs	\$ 2,131,232	\$ 7,707,012	\$ 8,229,115	\$ 18,067,359	\$ 3,842,637	\$ 21,909,996
Funding Sources:						
Balance of 2002 Bond Proceeds	\$ 1,499,050	\$ -	\$ -	\$ 1,499,050	\$ -	\$ 1,499,050
Use of 2007-2011 Bond Proceeds	-	-	3,324	3,324	2,878	6,203
Marina Capital Contributions from Operations	-	1,530,000	1,570,000	3,100,000	810,000	3,910,000
City Contributions for Public Amenities	-	555,000	370,000	925,000	690,000	1,615,000
Interest Earnings	173,000	483,000	696,000	1,352,000	88,000	1,440,000
Bond Proceeds	459,182	5,139,012	5,589,791	11,187,985	2,251,759	13,439,744
Total Funding Sources	\$ 2,131,232	\$ 7,707,012	\$ 8,229,115	\$ 18,067,359	\$ 3,842,637	\$ 21,909,996

Funding sources include approximately \$12 million in debt financing for phases one through three, and \$2.5 million for phase four. Other funding sources through phase four include capital contributions from the Marina of \$3.9 million, City contributions of \$1.6 million, interest earnings on unspent bond proceeds of \$1.4 million, and \$1.5 million in unspent bond proceeds from the 2002 bond issuance.

The financing plan assumes revenues from operations to grow at a 3.5% rate after 2009, operating expenses to increase at a 3% rate, and the General Fund transfer to increase at a 2% rate. These assumptions provide the resources needed to increase cash from operations to allow the Marina to pay the annual debt service on the bonds, to maintain cash balances for debt reserve requirements, and to provide capital contributions. Table 6-X identifies the increased capacity generated by revenues increasing at a higher rate than operating expenses.

Table 6-X shows the cash from operations before debt service compared to annual debt service expenses. In 2014, the cash from operations is sufficient to cover the debt service, but does not allow for any excess cash available. Additional resources could be made available from restricted cash reserved for operations if the revenue and expense assumptions result in lower than expected cash.

Table 6-X provides the cash projections resulting from the financing plan. The cash projections show that the Marina's operating results are sufficient in generating cash to afford the improvements detailed in the updated Comprehensive Marina Master Plan.

Revenues vs. Expenses

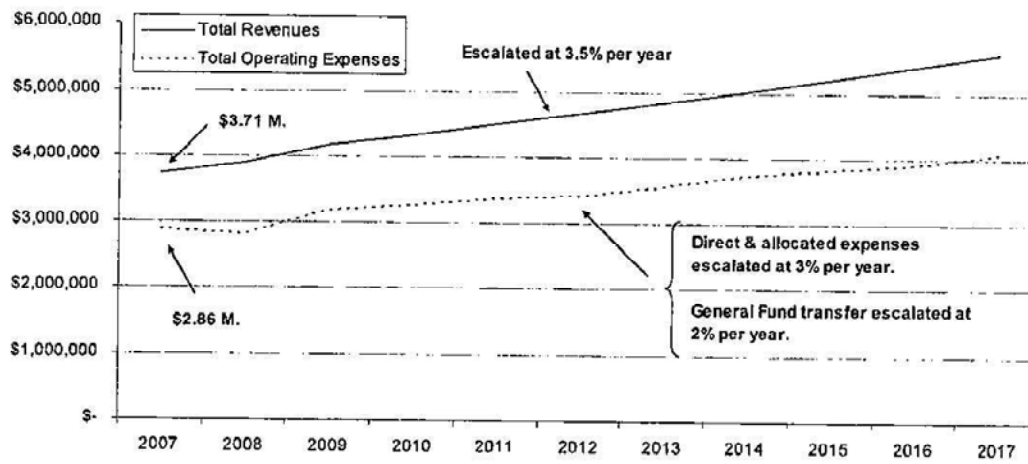


Table 6-X

Cash from Operations Before Debt Service

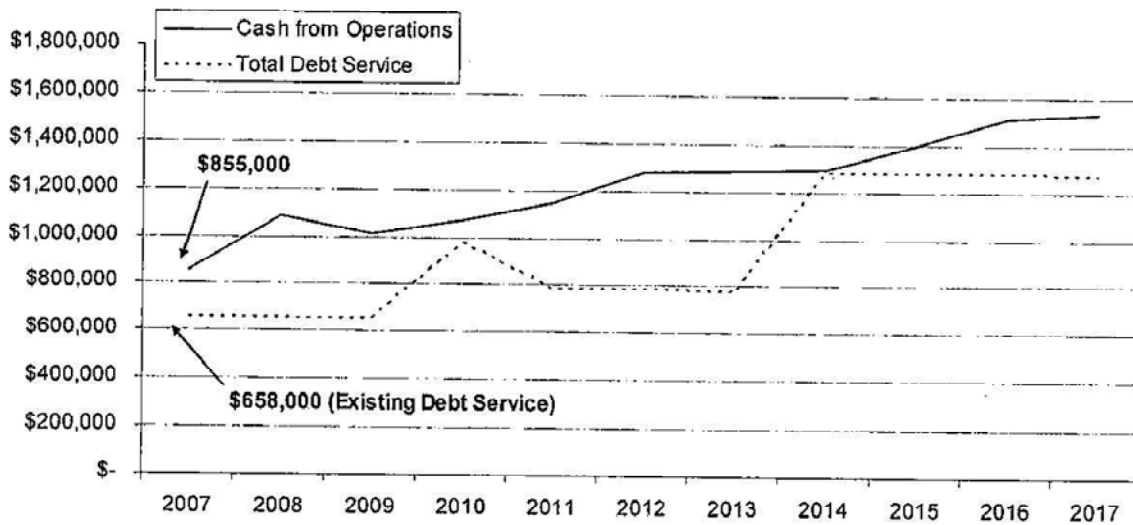
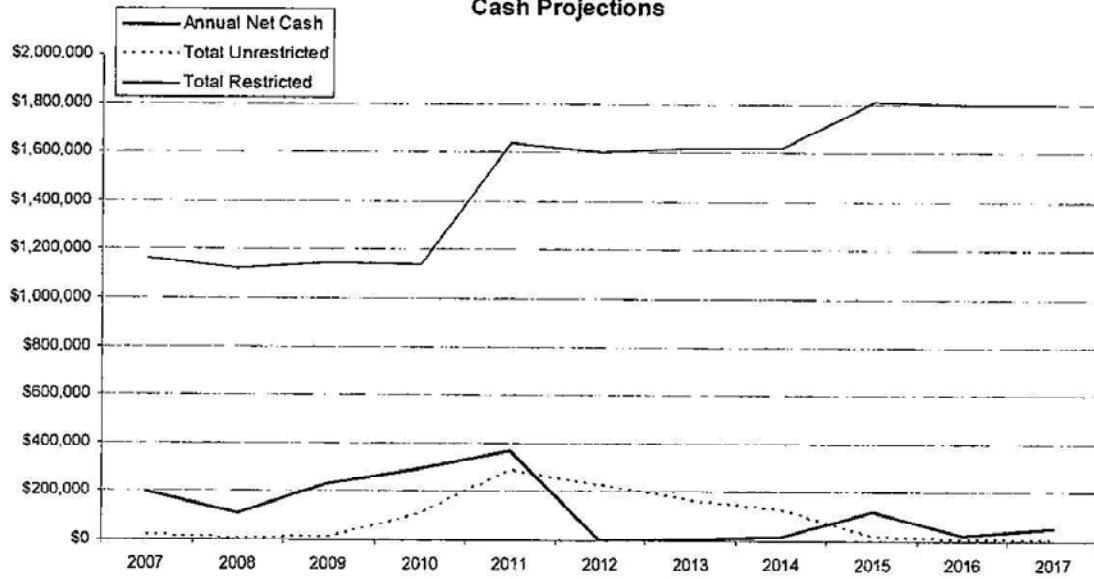


Table 6-X

Cash Projections





Appendices

- a. City of Des Moines Marina Electrical Upgrade Study
- b. Des Moines Marina Master Plan Update Demand Assessment
- c. Marina Plant List



City of Des Moines

Marina Master Plan Update Financing Assumptions

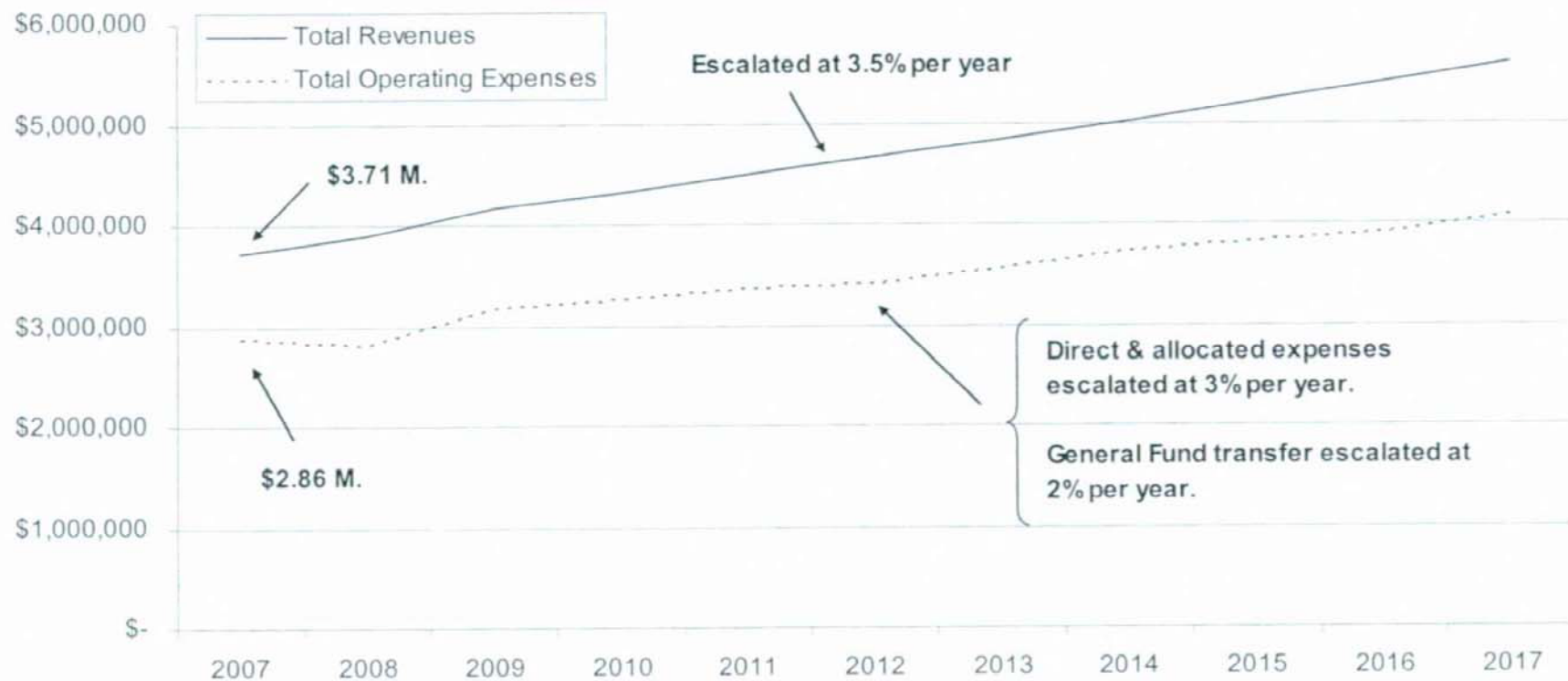
Marina Master Plan Update Financing Assumptions

- Annual increases in moorage revenue of 3.5% after 2009
- Increases in other revenue sources based on historical patterns
- Annual increases in expenditures of 3% except for GF transfer at 2%

Marina Master Plan Update

Financing Assumptions

Revenues vs. Expenses



Marina Master Plan Update Financing Assumptions

- Need approximately \$21.9 million in resources to fund projects in PH 1-4
- Approx \$12 million in GO bond issuance for 1st three phases/4th phase \$2.5 million
- Unspent bond proceeds from 2002 issue - \$1.5 million
- Marina capital contributions - \$3.9 million
- Other capital contributions or grants - \$1.6 million
- Interest earnings - \$1.4 million

Table

Marina Master Plan Update

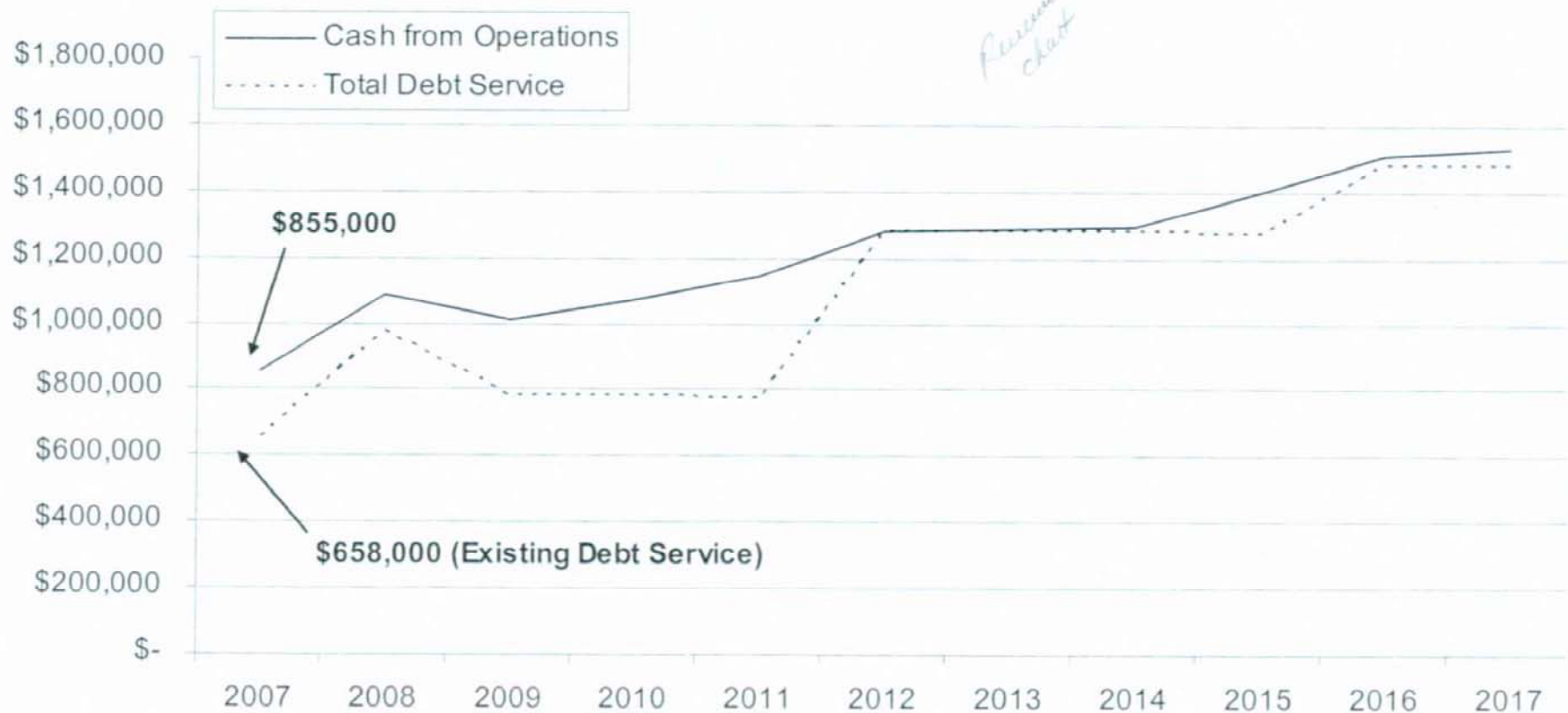
Financing Assumptions

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Total Funding Sources	\$ 2,131,232	\$ 7,707,012	\$ 8,229,115	\$ 18,067,359	\$ 3,842,637	\$ 21,909,996

Marina Master Plan Update

Financing Assumptions

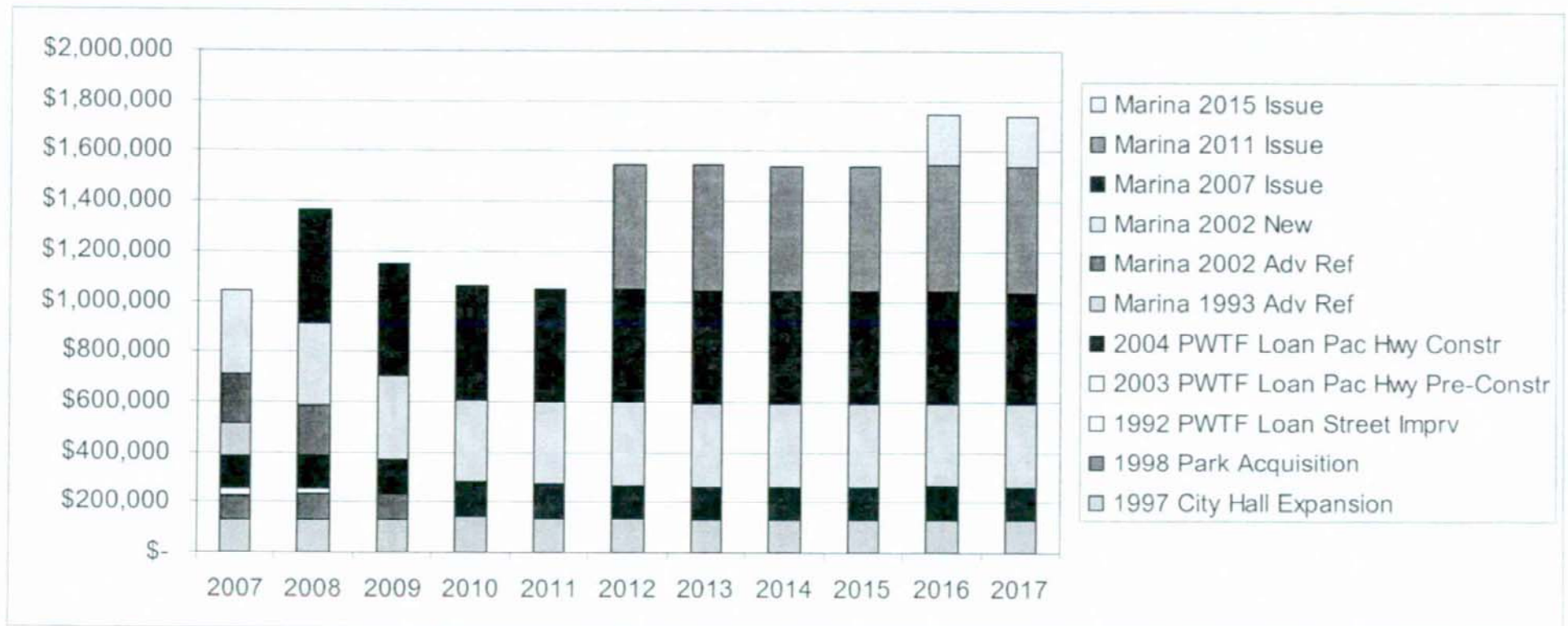
Cash from Operations Before Debt Service



Marina Master Plan Update

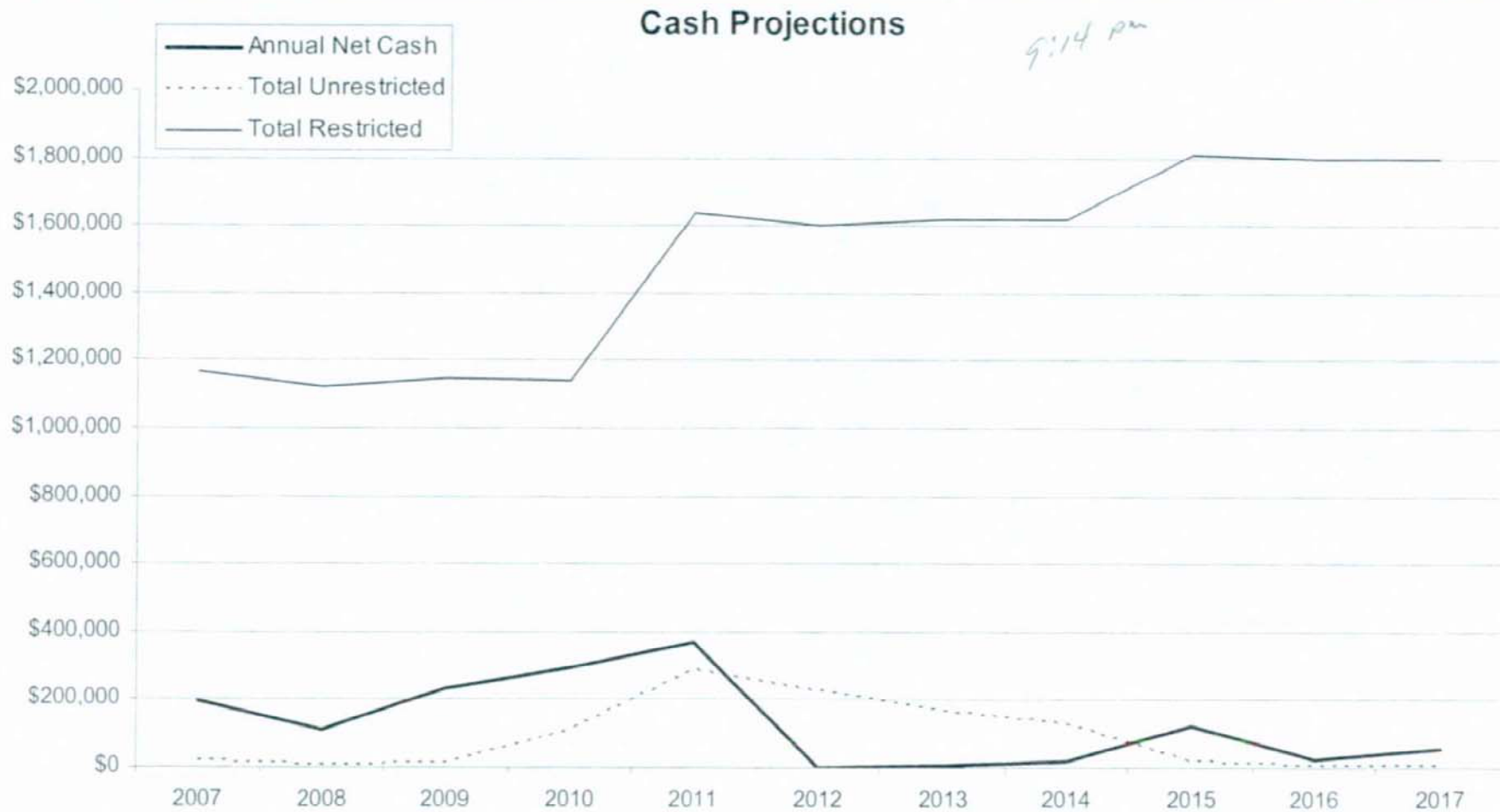
Financing Assumptions

- Citywide annual debt service grows to \$1,748,000 in 2016



Marina Master Plan Update

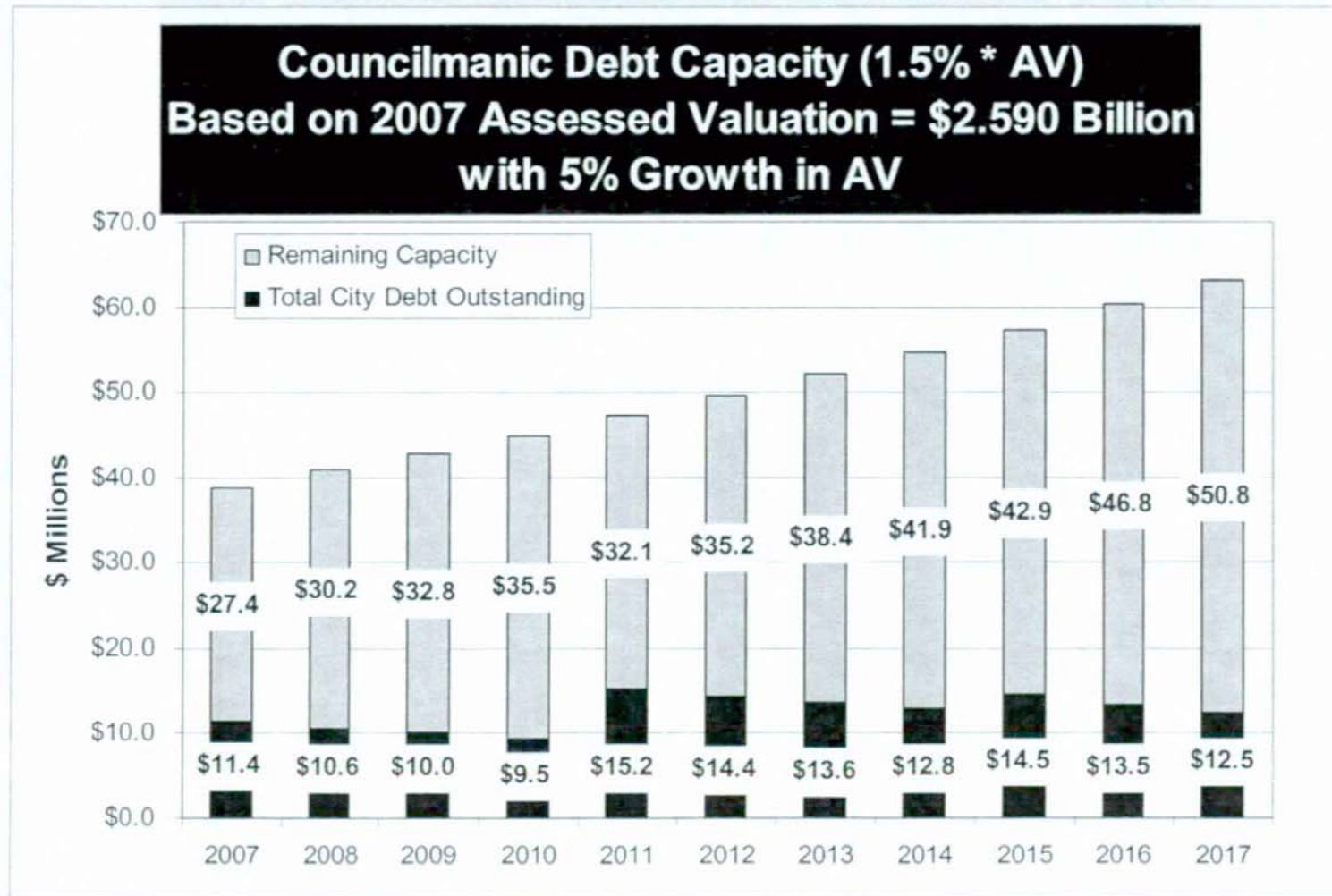
Financing Assumptions



05/10/2007

Marina Master Plan Update

Financing Assumptions



COUNCIL PRESENTATION

Thursday, May 10, 2007

INTRO.

Good evening Mayor Sheckler and Council Members. The last time we discussed the Marina Master Plan with the full Council was at the regular meeting on February 15. The major concern raised in that discussion was about the funding strategy for the proposed capital projects. At that time, the Council directed the staff to work with the Municipal Facilities Committee to develop another funding plan. The staff and Committee have completed that task and the Finance Director and I are here tonight to tell you about the results. In addition we will also tell you about some minor changes to the draft document, mainly in the illustrations, and about the Committee's recommendation for some changes to the language in Chap. 5, regarding design guide lines.

To start, I would like to give you some information about the materials included in Chap 6, of the draft document, titled Schedule and Financing. The material in this section has not been formatted to match the rest of the document, but it includes all of the information that staff plans to put in the final version.

- First there is a brief discussion of the Marina's current revenues and expenses.
- Second there is a plan view map showing the different phases of the bulkhead replacement.
- Third there is a list of the proposed projects with cost estimates.
- Fourth, there is a section on Financing that the Finance Director will discuss with you.

Dans question

Next, I will point out the changes in the Draft document.

- Plan View of the Marina Floor.
 - Sidewalks/227th st. entrance *Displayed map authentic detail*
 - South Marina Park
 - Travel Lift Pier and travel – way shown to scale
 - More detailed drawing of the area north of the Marina Office. *- done detail commercial structure*

Changes to Chapter 5, Design Guidelines. The staff and Committee discussed the design guidelines in Chapter 5 at the last committee meeting. After a lot of discussion, the Committee recommending that the guidelines be left out of the draft document because currently, Currently, there are two efforts underway to create design guide lines for the for the downtown and Marina area. The first is the Downtown Design Guide Lines Project that is managed by the City's Planning, Building and Public Works Department

and the second is the Store Front Studio Project that is being conducted by the University of Washington's Department of Urban Planning and Architecture. Because these projects are scheduled for completion in the near future, the Committee is recommending that the guide lines in Chapter 5 be deleted from the draft, with the exception of the road and sidewalk cross sections and that the new guide lines be developed after the two projects are completed to ensure that the Marina and downtown design guide lines complement each other. The Committee expects that the downtown projects will be completed and the new Marina design guidelines will be developed before June of 2008.

Questions

Financing Chap.

Closing

Meeting on 18th to discuss first phase of bulkhead replacement.

- High value space
- Construction is difficult.
- Management representatives of a regional restaurant chain
- Discuss space needs, separations, parking, etc.

Next project will be water line relocation and new duct banks.

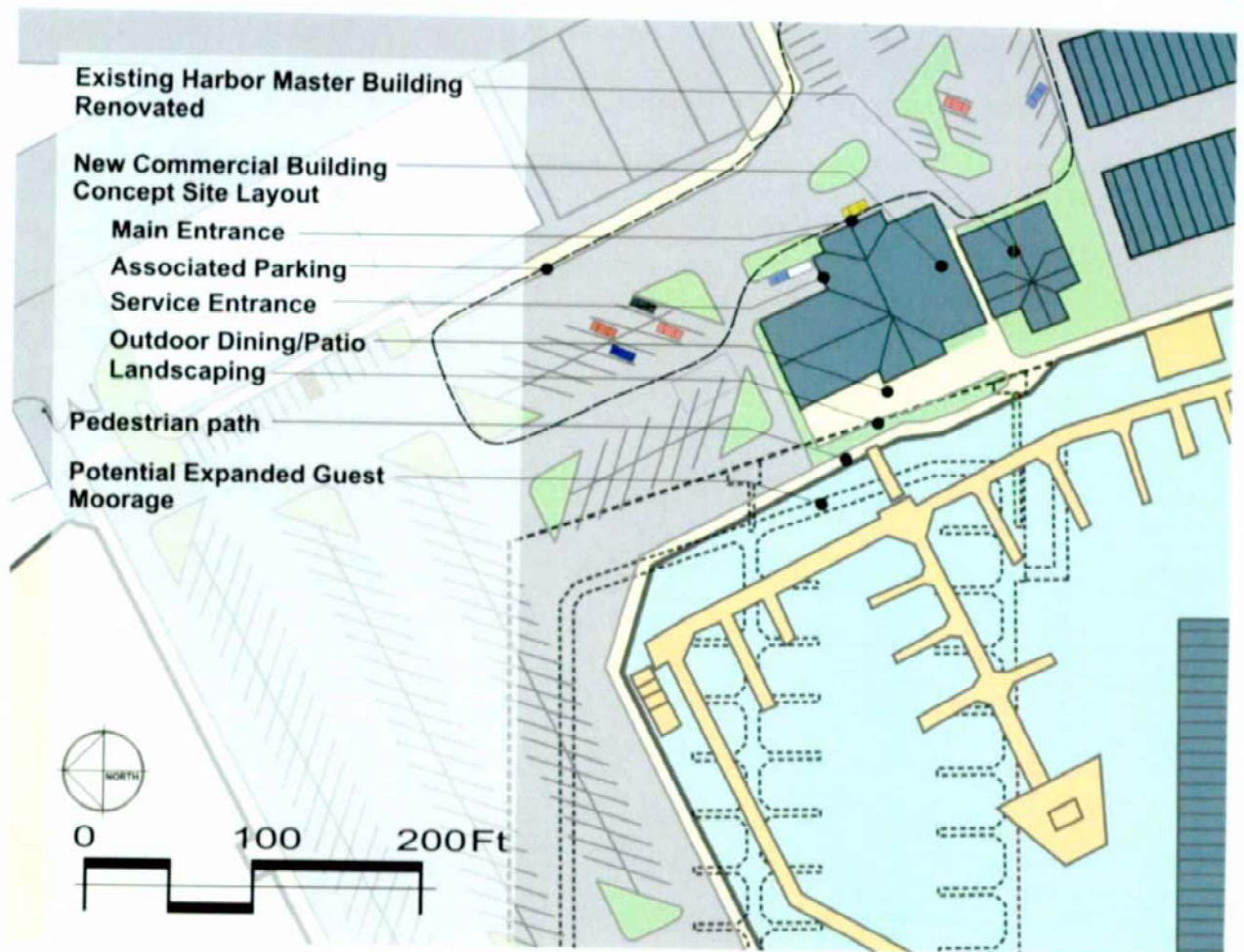


Figure 4-5. Potential Site Plan for New Commercial Building



CERTIFICATE OF COMPLETION

This certificate is awarded to
Vernnena Staab

In recognition of completion of the City of Des Moines Crime Free Rental Housing Level One - 8 hours of landlord training


Chief Roger A. Baker


Community Service Officer Tonya Seaberry


Date


Date



CITY OF DES MOINES
Voucher Certification Approval
10-May-07

Auditing Officer Certification

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

As of May 10, 2007 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the attached list and further described as follows:

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

				Numbers	Amounts
Claims Vouchers:					
Total A/P Checks/Vouchers	4	ICMA 401& LOANS, ICMA 457, ICMA RHS , AQUATIC MGMT	108921 - 109111	191	692,080.25
Electronic Wire Transfers					83,712.41
Subtotal for this Council Packet					775,792.66
Voided Claim Checks this check run:			109056	1	(15,384.31)
Voided Claim Checks from previous check runs			108734	1	(573.00)
Total Claims/Wire Transfers/Voids				193	759,835.35

				DISBURSED 05/04/07	Amounts
Payroll Vouchers:					
Payroll Checks			14172 - 14202	= 31	36,103.63
Direct Deposit			180001 - 180136	= 136	234,991.26
Payroll Taxes					55,884.93
Wage/Garnishments					1,583.33
Total Claims			167		328,563.15

1,088,398.50

Total certified Wire Transfers, Voids, A/P & Payroll vouchers for May 10, 2007

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

FOR AGENDA OF: May 10, 2007
DEPT. OF ORIGIN: Planning, Building & Public Works
DATE SUBMITTED: May 1, 2007
CLEARANCES: ☒ Planning, Building & Public Works
☐ Legal
APPROVED BY CITY MANAGER
FOR SUBMITTAL:

SUBJECT: Des Moines Creek Business Policy
(DMCBP) 2nd Development Agreement Policy
Direction

ATTACHMENTS:
1: Outline of Resolution for Conceptual Master Plan

Purpose

The purpose of this agenda item is to seek Council's direction on several policy questions that will guide the development and approval of the Conceptual Master Plan and Second Development Agreement for the proposed Business Park. The answers to these questions will determine the extent to which the City review and approval process will focus more on achieving the overall intent of the Des Moines Municipal Code (DMMC) and the ultimate application of the DMDC. Staff is requesting answers to policy questions listed below. Council will be provided further detail and specifics on each question in sessions prior to being asked to take final action on the Conceptual Master Plan or the Second Development Agreement.

Background

The City of Des Moines (City) and the Port of Seattle (Port) have partnered to bring economic development to the City and region through development of the Des Moines Creek Business Park (DMCBP) site. Formerly a residential neighborhood, the property was purchased by the Port Noise Remedy Program and all the houses on the site were removed. The property is zoned Business Park.

In July of 2005, the City and Port entered into a First Development Agreement that outlines the jurisdictional authority of each party and establishes the development process for the DMCBP including permitted uses of the site, creation of a conceptual master plan, environmental review, and approval of a Master Plan (see Attachment 1).

In April 2006, the Port completed a draft Conceptual Master Plan (CMP) for the DMCBP site. The CMP identified two potential development scenarios for the site that constituted the range of land use intensities that the site could accommodate given: the existing City of Des Moines Comprehensive Plan designation and zoning classification of the site (Business Park); the stipulations of the First Development Agreement and the proposed Conceptual Master Plan; and site constraints, infrastructure capacity and market conditions. The types of businesses the Port is proposing for the site are logistics such as air cargo and distribution, manufacturing, and office. Retail is also a permitted use per the First Development Agreement. Guided by the CMP, Second Development Agreement and market conditions, a master developer will decide what the ultimate development will be and the timing of development. It is envisioned that site development would be phased over a 7- to 10-year period.

On September 7, 2006, staff briefed Council on the DMCBP project and discussed Council's roles and responsibilities for the review of the multiple elements associated with the project. A city-specific communication plan that identified key milestone for the project and opportunities for Council and staff review and comment was also discussed.

In November 2006, the City and Port created a Charter document to guide the partnership and establish the framework and criteria for making decisions on the business park project. The resulting Charter outlines the mission and guiding principles for the project team (City and Port), work products, success indicators, boundaries/principles regarding how decisions are made and/or changed, potential challenges, process, roles and timing for activities. The draft Charter was presented to Council on December 7, 2006 to provide Council with context for the upcoming review of the multiple elements associated with the Second Development Agreement and future actions by the City and the Port and seek Council policy guidance as appropriate.

An Environmental Policy Act (SEPA) review of the land use alternatives was completed in March 2007 with the publication of the Final Environmental Impact Statement (FEIS). No appeals were filed on the SEPA review.

An economic benefits study was done to complement the EIS analysis and to help both the Port and City understand the direct and indirect economic benefits associated with the Business Park's development. Results of this study were presented to the City Council on February 1, 2007.

Staffs are working together on a Second Development Agreement that will be presented to Council and the Port Commission for preliminary approval by August 2, 2007 and final approval by the private master developer is identified in November. If the Second Development Agreement is approved, it is anticipated that the Port would enter into a land lease agreement with a master developer by the end of 2007 or early 2008. Groundbreaking could occur on the site as early as 2008 depending on the site plan development schedule submitted by the developer and the approval requirements.

At the April 26, 2007 Council meeting, the term "policy framework" was used to describe the project team's approach for building certainty into the development review and approval process for the DMCBP master developer. This term was intended to highlight the big picture questions that the project team was requesting Council input and support on prior to moving forward on the identified courses of action as the team prepared a draft agreement that was as close to the requirements of DMMC 18.25 while achieving the ultimate project outcomes that the City and Port have agreed to. The "policy framework" term was confusing to some and will no longer be used for discussion purposes on this project.

Discussion

Staff has been working closely with Port staff to define the essential elements of the Second Development Agreement and on other actions that must be completed by the City or the Port to proceed with the development of the DMCBP. These other actions include sale and vacation of City rights-of-way on the property, vacation of the old neighborhood plats, working out an approach to develop the 24th/28th Avenue South corridor in conjunction with the City of SeaTac, and developing a process which provides for City consideration of and input in competing design proposals as part of selecting a master developer of the property.

Recognizing that the Port will not be the ultimate developer of the DMCBP site, the project team has evaluated ways to build certainty into the development review and approval process in order to achieve the intended outcomes for the DMCBP project and intent of the DMMC which are to create:

- ✱ • A "vibrant employment center" (This means a business park employment center with any market-driven combination of the permitted uses that generates similar jobs, revenue and other economic benefits as those estimated for the Conceptual Master Plan in the December 2006 Economic Benefits Study and that helps achieve the socio-economic goals of the City),
- A new source of direct and indirect long-term revenue for both the City and the Airport,
- Increased trade opportunities for the Puget Sound region, and
- An attractive and safe community asset.

In order to achieve these outcomes without deviating from the intent of the DMMC, the project team has developed an approach to streamline the City's review and approval process as it relates to the Conceptual Master Plan (CMP), Second Development Agreement and ultimately the Master Site Plan for the project. The framework for each of these activities is outlined below in the form of policy questions. Staff will be discussing the specific details of each of the policy questions at future briefings/working sessions with Council.

1. Does Council support a *City review and approval process on the front-end that provides:*
 - A clear, efficient and predictable process conducive to marketability and return on investment that helps achieve a commercially successful business park development,
 - Integration of the business park with surrounding neighborhoods in a community-friendly way,
 - Protection of environmentally sensitive areas, and
 - Engagement of key stakeholders.

Discussion – Creating predictability for the selected developer/s by maximizing the site's development potential with reasonable regulatory parameters, allowing the flexibility necessary for the site to remain responsive to market realities, minimizing environmental impacts and integrating the site with the surrounding neighborhood in an aesthetically pleasing manner, will help to achieve a commercially successful development. There are some provisions of DMMC 18.25 that are too limiting (e.g., minimum 30 acre phasing) in some areas and while other provisions are not defined in a way that supports the City's desires (e.g., structured parking requirements), thus necessitating the need for this more flexible approach.

2. **Does Council support approval criteria for the Conceptual Master Plan** (Note: Council will be provided more detail in future sessions to establish minimum standards, City conditions of approval and prescribed regulatory performance requirement as mentioned below.)

- 2a. **A flexible mix of uses as long as a "vibrant employment center" is achieved?**

Discussion - A "vibrant employment center, as noted above, means any market-driven combination of the permitted uses that generates similar jobs, revenue and other economic benefits as those estimates for the Conceptual Master Plan in the December 2006 Economic Benefits Study. Based on current market conditions, and the City and Port's objectives for the DMCBP site, the EIS environmental impact analysis assumed that up to 1.1 million square feet of logistics (25% to 50% of the site), manufacturing (20% to 30%), and office (20% to 50%) uses may occupy the site. The precise development density (as might occur with more and taller office buildings) and mix of uses will be driven by actual tenant demand during the developer's build-out of the business park. If the cumulative environmental impact of the final development exceeds the impact of the use ranges identified above, further EIS review may be required. The policy point here is that it is the ultimate effect of the project that the City seeks to achieve rather than a more prescriptive use mix.

- 2b. **Flexible building locations, heights and sizes as long as certain City's conditions are met?**

Discussion - The site developer will propose the actual building locations, heights, and footprints based on the needs of individual tenants and City Council conditions of approval regarding setbacks, environmental and visual buffers, and distance from South 216th Street and 24th Avenue South. The majority of DMCBP is expected to be devoted to buildings with a minimum footprint (pad) of 100,000 square feet.

- 2c. **Flexible parking and loading configurations and ratios within prescribed regulatory and performance parameters?**

Discussion - Current City parking requirements for parking structures are likely to encourage low rise development, rather than create an open feeling to the development. Parking is expected to be developed in phases as the site is built out. Structured parking would not be required in exchange for use of low-impact or green (LEED certified) development standards such as pervious pavement and rain gardens that reduce the environmental impacts of traditional surface parking facilities. Flexibility in warehouse loading area configurations will also be determined by the site developer provided they do not adversely affect the surrounding neighborhood.

- 2d. *Parks and recreation areas requirements would be satisfied through a combination of more open space than the minimum required by the DMMC, and passive recreation and pedestrian amenities such as access to and along the Des Moines Creek Trail and through the site incorporated in the site's design?*

Discussion – The CMP will set out the conditions of approval for the DMCBP and would be adopted by Council through a resolution (see Attachment 1 draft outline) in July before the Second Development Agreement is preliminarily approved in early August. The CMP would establish the requirements for the master plan approval such as conceptual site plan; landscaping, signs, open space and design standards; conceptual utilities plan; conceptual grading plan; and environmental protection. The conceptual site plan will include details related to the site description, use mix, building locations, development phasing, access and roads, lot lines, parking and loading areas, and land allocation. Any deviations from DMMC will be identified and described in the Council's resolution.

3. *Does Council support phased development of the site and supporting on- and off-site infrastructure with defined "trigger points" that identify when specific improvements will be required?*

Discussion – It is anticipated that phasing will occur over a period of approximately 7-10 years. Development phasing will depend on market conditions and the developer's assessment of how the needed site infrastructure can be most efficiently constructed. The general principle of concurrency will be applied to ensure that both site improvements and off-site infrastructure are in place to accommodate the demands placed on public infrastructure systems when those demands occur. Examples of those demands include traffic impacts on South 216th Street, 24th Avenue South, Pacific Highway South, the 24th/28th corridor through the City of SeaTac, storm water detention and conveyance systems, water and sewer systems, etc.

4. *Does Council support establishing a 10 year vesting period for land use approvals? If so, under what, if any, conditions (e.g., such as demonstrating a good faith effort to move construction forward)?*

Discussion – Typically a land use application is "vested" when a complete application is received by the permitting agency. In this project, applications will be submitted for each development phase. The Port has requested that the City's land development regulations be vested for a period of 10 years from the effective date of the Second Development Agreement. Vesting would not apply to building permit applications as these are governed by the state-adopted building codes in effect at the time a complete building permit application is received.

5. *Does the Council support establishing a 20 year Second Development Agreement term with a 90 Day termination clause as requested by the Port?*

Discussion – Although a 7 to 10 year development time frame is anticipated, market conditions may increase the development timeframe. The Port has requested a 20 year development agreement to accommodate uncertainties. Either party would have the right to terminate the agreement.

6. *Does Council support a realistic, market-accommodating approach for the developer chosen to develop the property that:*

6a. *Changes the process envisioned by the 1st Development Agreement that has the Council approving a Conceptual Master Plan containing sufficient detail to satisfy business park master plan submittal and Council approval requirements?*

6b. *Streamlines City staff approval and decision making of Site Plan detail by delegating that approval authority to the Planning, Building & Public Works Director?*

Discussion – In order to streamline the development review and approval process, the project team proposes that the Conceptual Master Plan submittal contain sufficient detail so that it demonstrates that it meets the intent and will achieve the overall results expected by DMMC 18.25. Once a developer is selected and development plans finalized, the more detailed site plan is proposed to be processed as an administrative approval versus Council approval. The justification for this approach is the fact that Council will be significantly involved in defining the site development requirements with the resolution approving the Conceptual Master Plan and the Second Development Agreement, and by being represented in the selection of the master developer. It is not intended that this process will deviate from the results and outcomes expected by DMMC 18.25, but only its process.

Alternatives

The Council can either endorse the proposed approaches for streamlining the City's review and approval process for DMCBP or modify it.

Financial Impact

The success of the DMCBP project will allow the City of Des Moines to realize many of its long-term economic goals for the City. The DMCBP is expected to attract between 1200 and 2100 new family wage jobs, between \$200 million and \$300 million annually of direct economic activity and between \$650,000 and \$900,000 of ongoing annual tax revenue to the City. Realizing these benefits will depend in large measure on how conducive the City's development regulations and review and approval process are to the realities of the private marketplace.

Recommendation

Staff recommends that City Council provide policy direction to the policy questions outlined above to facilitate the further development of the Second Development Agreement details.

PLANNING, BUILDING, AND PUBLIC WORKS FIRST DRAFT
PLANNING, BUILDING, AND PUBLIC WORKS SECOND DRAFT
DRAFT RESOLUTION NO. 07-

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON
approving the Conceptual Master Plan for the Des Moines Creek
Business Park (hereinafter, Conceptual Master Plan or CMP)
subject to conditions specified herein.

WHEREAS, the City of Des Moines is a municipal corporation, with authority under the Growth Management Act, Chap. 36.70A RCW; the Planning Enabling Act, Chap. 35.70 RCW; the State Environmental Policy Act (SEPA), Chap. 43.21C RCW; and other state and local laws, to exercise discretionary land use jurisdiction over real property located with its boundaries, and

WHEREAS, the Port of Seattle is a municipal corporation, with authority under the Revised Airports Act, Chapter 14.08 RCW; the Airport Zoning Act, Chapter 14.12 RCW, the State Environmental Policy Act (SEPA), Chapter 43.21C RCW; certain port district enabling statutes; and other state and local laws, to exercise discretionary land use jurisdiction over real property located with its boundaries, and

WHEREAS, the Port owns property located in the City of Des Moines located on South 216th Avenue on the South and 24th Avenue South on the east, a map of which is included as Exhibit 1 of the Agreement, under the Federal Aviation Administration "Part 150 regulations" for the purposes of aircraft noise mitigation, and

WHEREAS, the property is currently vacant and the Port would like to make the property available for commercial development, the types of which are further detailed in Exhibit 2, that is compatible with the neighboring airport uses, buffer the community from airport impacts, and provides a source of revenue for the airport noise mitigation program, and

WHEREAS, the City and the Port are partners with other local cities in the Central Puget Sound Economic Development District's "New Economic Strategy Triangle" (NEST) study to evaluate the potential for economic growth associated with vacant industrial and commercial areas surrounding Seattle-Tacoma International Airport, and

WHEREAS, the Port and City share the goals of creating an attractive and safe community asset, a vibrant employment center, a new source of direct and indirect long-term revenue for the Port and the City, and increasing trade opportunities for the region, and

ATTACH

WHEREAS, the Port and the City executed the "First Development Agreement" concerning the Property in July 2005 under the authority of RCW 36.70B.170-.210, which is within the authority granted to municipal corporations under the Interlocal Cooperation Act, RCW Chapter 39.34, to enter into agreements for joint performance of actions within their separate powers, and

WHEREAS, the "First Development Agreement" is consistent with the applicable regulations adopted by the City and by the Port as modified pursuant to the authority of RCW 36.70B.180, identified jurisdiction issues, established uses permitted on the property and defined the street vacation process, and

WHEREAS, Des Moines Creek Business Park is located on property within the BP-Business Park zone, and

WHEREAS, the range of proposed uses for the DMCBP are authorized as established in the BP zone and the 1st Development Agreement, and

WHEREAS, Planned Unit Developments provide opportunities for unique and innovative development designs not able to be accomplished under traditional subdivision requirements, and

WHEREAS, a State Environmental Policy Act (SEPA) review of the DMCBP was completed in March 2007 with the publication of the Final Environmental Impact Statement (FEIS) and no appeals were filed on the FEIS, and

WHEREAS, the environmental documents were made available for public and agency review, and

WHEREAS, the Des Moines City Council reviewed the Conceptual Master Plan at its regular meetings on _____, 2007, and

WHEREAS, the Des Moines City Council, after review of the Conceptual Master Plan at a public hearing on and consideration of the recommendations by administration, recommended approval of the application subject to specific conditions, and

WHEREAS, the City Council, in a public hearing on _____, 2007, considered the Des Moines Creek Business Park Conceptual Master Plan, the environmental documents, and recommendations from the Planning Agency, and recommendations from the administration; now therefore,

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

Sec. 1. Findings of fact. The findings of fact set forth in Exhibit 1, attached hereto and incorporated by this reference, are adopted in full by the City Council in support of its decision to approve the Des Moines Creek Business Park Conceptual Master Plan subject to specific conditions.

Sec. 2. Decision criteria. The criteria used in making the decision are those required by DMMC _____. The City Council finds that the DMCBP Conceptual Master Plan is in compliance with the required criteria, as set forth in the findings of fact in Exhibit 1, adopted above.

Sec 3. Approved Deviations. Consistent with the provisions of DMMC _____ the following deviations to the zoning code are approved:

Site Layout and Design Deviations (DMMC)

- (1) _____, and
- (2) _____, and
- (3) _____.

Zoning Code Deviations (DMMC 18.25 and DMMC)

- (1) _____, and
- (2) _____, and
- (3) _____.

Sec. 4. Approval subject to conditions. DMCBP Conceptual Master Plan is approved subject to the following conditions and modifications:

- (1) _____, and
- (2) _____, and

Sec. 5. Approved Conceptual Master Plan Map. The Conceptual Master Plan in Exhibit _____, attached hereto and incorporated by this reference, is adopted in full by the City Council.

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

Sec. 7. Resolution attached to approval documents. A certified copy of this resolution, along with the herein referenced findings of fact and DMCBP Conceptual Master Plan, shall be attached to and become a part of the evidence of the approval of said Conceptual Master Plan.

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

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

Sec 9. Distribution of resolution by planning official. Within five days following adoption of this resolution, the planning official shall distribute the resolution to the applicant, and to each person who submitted timely written or oral testimony to the City Council for inclusion in the record.

Sec. 10. Reconsideration. A request to reconsider this decision of the City Council may be made by the applicant, or by any person who submitted timely written or oral testimony to the City Council for inclusion in the record. The request for reconsideration, in the form of a letter, shall be delivered to the Planning, Building, and Public Works department within 10 days following the date of adoption of this resolution. The request shall contain a clear reference to the preliminary subdivision to be reconsidered and a statement of the specific factual findings or conclusions of the City Council disputed by the person filing the request for reconsideration. The City Council shall reconsider a decision if the council finds that an error of fact, law, or procedure that is more likely than not to affect the outcome of the decision has been made; or if the person requesting reconsideration is seeking to enter previously unavailable information that is more likely than not to affect the outcome of the decision. The request for reconsideration

shall be processed in conformance with City Council rules of procedure, Chapter 4.12 DMMC.

ADOPTED BY the City Council of the City of Des Moines, Washington
this ____ day of ____, 2007 and signed in authentication
thereof this ____ day of ____, 2007.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

01844
Denis Staab

From:
Sent:
To:
Subject:

Nancy Uhrich
Tuesday, May 22, 2007 6:12 PM
Denis Staab
24011 marine view drive south

Could you please remove the sign off for the building department for mr moore construction, there are issue the building department has with this property. Please send them a copy of the business license to do a site visit and sign off. Thanks

N Uhrich
Code Enforcement Officer
City of Des Moines
nuhrich@desmoineswa.gov
206-870-6558

There is a direct correlation between crime prevention and neighborhood pride. Keeping our neighborhoods clean and neat has a direct effect on the level of crime it experiences.

Denis Staab

From: Vicki Sheckler
Sent: Tuesday, May 22, 2007 4:50 PM
To: Denis Staab
Subject: June 14 consent calendar item

Denis: Tony has approved the addition of Draft Resolution No. 07-111 to the June 14th consent calendar. This resolution appoints the Claim Acceptance Agent (and alternates) for the City as required by chapter 49.60 RCW.

Vicki Sheckler, Paralegal
Des Moines City Attorney's Office
21630 11th Ave. So., Suite C
Des Moines, WA 98198
206-870-6553

CONFIDENTIAL

This Document Contains Privileged Attorney Work Product and Attorney-Client Communications



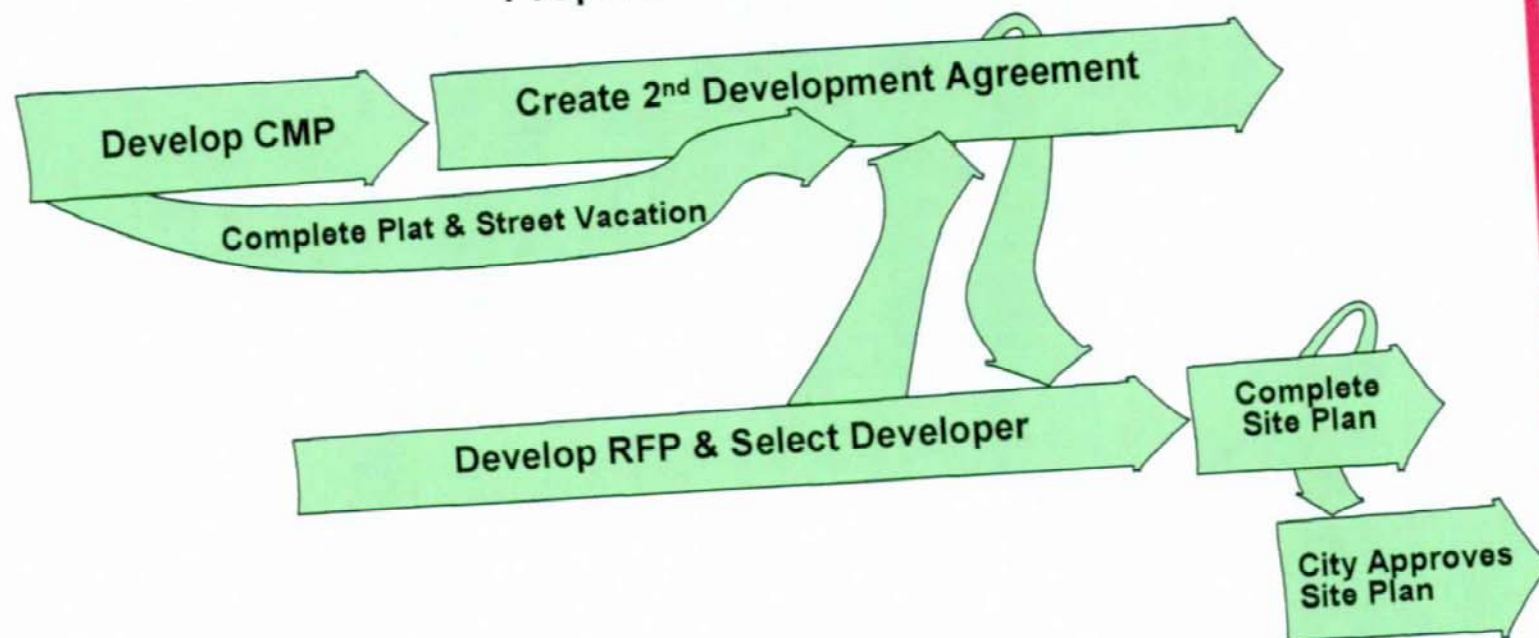
Development Review Process

(Slides 4 and 5)

Envisioned Review Process



Proposed Review Process



SUCCESS INDICATORS

Attractive and safe community asset

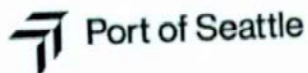
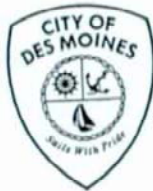
Vibrant employment center

New source of direct and indirect long-term revenue

Increased trade opportunities for the region

DES MOINES CREEK

BUSINESS PARK COLLABORATIVE



Supported by:



May 10, 2007

1



Purpose

- Facilitate the development of the Des Moines Creek Business Park
- Seek Council's direction on several policy questions that will guide the development and approval of the Conceptual Master Plan (CMP) and Second Development Agreement

May 10, 2007

2



Intended outcomes are to create:

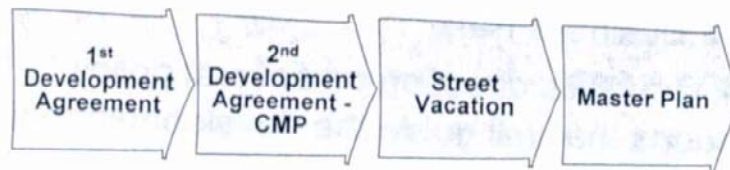
- A “vibrant employment center” – a business park employment center that generates jobs, revenue and other economic benefits to achieve the socio-economic goals of the City;
- A new source of direct and indirect long-term revenue for both the City and the Airport;
- Increased trade opportunities for the Puget Sound region; and
- An attractive and safe community asset.

May 10, 2007

3

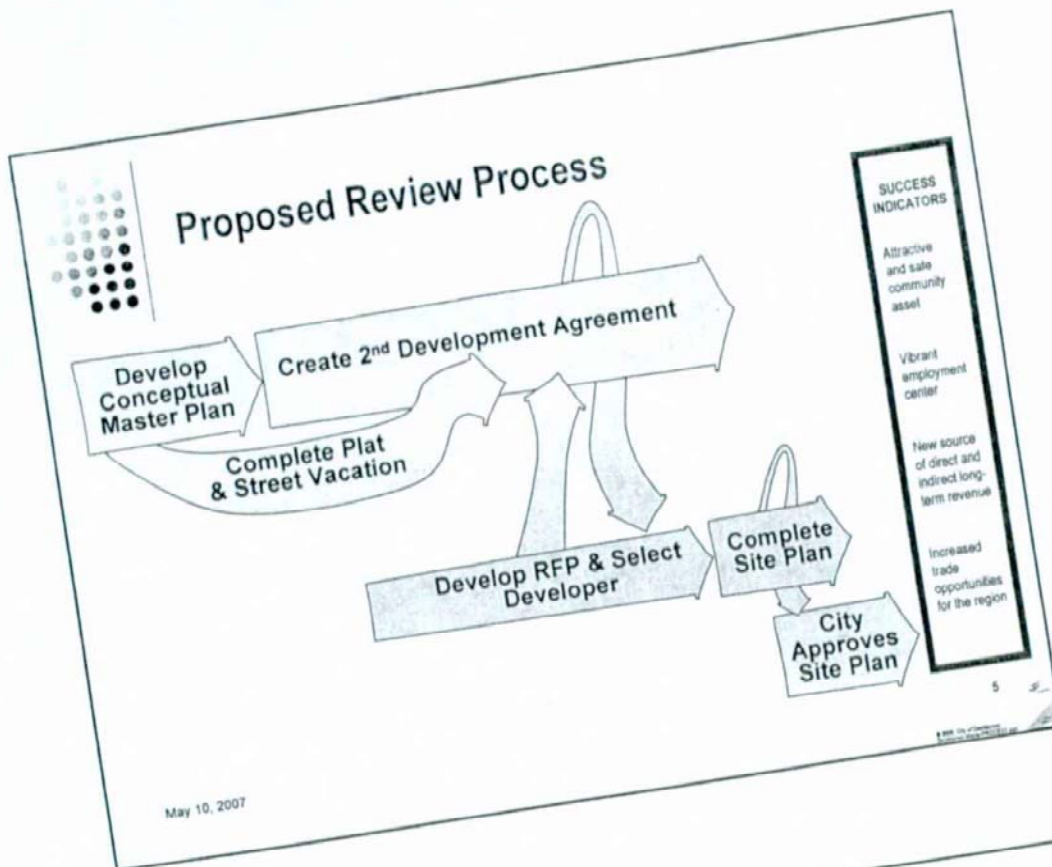


Envisioned Review Process



May 10, 2007

4



Does Council support a City review and approval process on the front-end that provides:

- A clear, efficient and predictable process conducive to marketability and return on investment that helps achieve a commercially successful business park development,
- Integration of the business park with surrounding neighborhoods in a community-friendly way,
- Protection of environmentally sensitive areas, and
- Engagement of key stakeholders?

outcome goal

6

May 10, 2007



Does Council support:

- Approval criteria for the Conceptual Master Plan (CMP) to establish minimum standards, City conditions of approval and prescribed regulatory performance requirements?

May 10, 2007

7



Does Council support approval criteria for the CMP that provides:

- **A flexible mix of uses as long as a "vibrant employment center" is achieved?**

A "vibrant employment center" means any market-driven combination of permitted uses that generates similar jobs, revenue and other economic benefits as those estimated in the Dec 2006 Economic Benefits Study

May 10, 2007

8



Does Council support approval criteria for the CMP that provides:

- Flexible building locations, heights and sizes as long as certain City's conditions are met?

May 10, 2007

9



Does Council support approval criteria for the CMP that provides:

- Flexible parking and loading configurations and ratios within prescribed regulatory and performance parameters?

May 10, 2007

10



Does Council support approval criteria for the CMP that provides:

- Parks and recreation areas requirements that would be satisfied through a combination of more open space than the minimum required by the DMMC, and passive recreation and pedestrian amenities such as access to and along the Des Moines Creek Trail and through the site incorporated in the site's design?

May 10, 2007

11



Does Council support:

- Phased development of the site and supporting on- and off-site infrastructure with defined "trigger points" that identify when specific improvements will be required?

May 10, 2007

12



Does Council support:

- Establishing a 10 year vesting period for land use approvals?
- If so, under what, if any, conditions (e.g., such as demonstrating a good faith effort to move construction forward)?

May 10, 2007

13



Does the Council support:

- Establishing a 20 year Second Development Agreement term with a 90 day termination clause as requested by the Port?

May 10, 2007

14



Does Council support a realistic, market-accommodating approach for the selected developer that:

- **Changes the City Council review and approval process envisioned by the 1st Development Agreement?**

This revised process has the Council approving a Conceptual Master Plan containing sufficient detail to satisfy business park master plan submittal and Council approval requirements?

May 10, 2007

15



Does Council support a realistic, market-accommodating approach for the selected developer that:

- **Streamlines City staff approval and decision making of Site Plan detail by delegating that approval authority to the Planning, Building & Public Works Director?**

May 10, 2007

16



We ask your continued support
Council Concurrence

**Does the Council have any other
general policy direction as staff
proceeds with work on the CMP and
2nd Development Agreement?**

May 10, 2007

17