

AMENDED AGENDA

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Des Moines, Washington**

May 24, 2018 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

**ADMINISTRATION REPORT
STAFF INTRODUCTION**

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

Page 1 Item 1: FINANCIAL UPDATE – MARCH & APRIL 2018

Page 11 Item 2: 1ST QUARTER CITY MANAGER REPORT

CONSENT CALENDAR

Page 61 Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes from the April 5, 2018 City Council Study Session and the minutes from the April 12, and April 26, 2018 City Council Regular meeting.

Page 75 Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through May 16, 2018 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#154003-154173	\$ 493,193.48
Electronic Wire Transfers	#1039-1046	\$ 454,854.64
Payroll Checks	#19040-19042	\$ 3,996.92
Payroll Direct Deposit	#184001-184171	\$ 343,928.68
Total Checks and Wires for A/P and Payroll:		\$1,295,973.72

Page 77 Item 3: FARMERS MARKET AGREEMENT
Motion is to approve the Agreement between the City of Des Moines and Des Moines Farmers Market for the 2018 Des Moines Waterfront Farmers Market to be held at the Des Moines Marina on Saturdays from June 2 through September 29, 2018, and to authorize the City Manager to execute the Agreement substantially in the form as attached.

Page 89 Item 4: 2018 SUMMER EVENTS AGREEMENT WITH DESTINATION DES MOINES
Motion 1 is to approve Draft Resolution 18-053 authorizing Destination Des Moines to use City property to conduct three summer events and for the City to provide up to \$10,000 of in-kind non-reimbursable services for the Fireworks Over Des Moines on July 4, Community BBQ on July 11 and Waterland Festival on July 21-22, 2018.

Motion 2 is to approve the Agreement with Destination Des Moines for 2018 Summer Events specifying the responsibilities assumed by Destination Des Moines and identifying the in-kind services and facilities that will be provided by the City, substantially in the form as attached.

Page 107 Item 5: TASK ORDER ASSIGNMENT FOR DESIGN/PERMITTING OF THE DEEPDENE PLAT OUTFALL REPLACEMENT PROJECT
Motion is to approve the Task Order Assignment with Tetra Teck, that will provide design and permitting services for the Deepdene Plat Outfall Replacement Project in the amount of \$125,487.00, plus a contingency in the amount of \$25,000.00, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.

Page 141 Item 6: TRANSPORTATION GATEWAY PROJECT: S 216TH STREET SEGMENT 3 IMPROVEMENTS RIGHT-OF-WAY ACQUISITIONS: WESLEY HOMES DEDICATION.
Motion 1 is to approve and accept a permanent Sidewalk and Utility Easement (1212 SF) and a permanent Utility Easement (24 SF) on Parcel Number #082204-9133, owned by Wesley Homes LLC, as a donation to the City, and to authorize the City Manager to sign the Easements substantially in the form submitted.

Motion 2 is to approve and accept a permanent Utility Easement (50 SF) on Parcel #082204-9087, owned by Wesley Homes LLC, as a donation to the City, and to authorize the City Manager to sign the Utility Easement substantially in the form submitted.

NEW BUSINESS

Page 173 Item 1: DRAFT RESOLUTION NO. 18-025; MARINA NORTH BULKHEAD REPAIR AND REPLACEMENT PROJECT REIMBURSEMENT
Staff Presentation: Finance Department

Item 2: POLICE DEPARTMENT REVIEW
Staff Presentation: Commander Doug Jenkins
Commander Mike Graddon

EXECUTIVE SESSION

Performance Of A Public Employee Under RCW 42.30.110(1)(g) - 30 minutes

NEXT MEETING DATE

June 7, 2018 City Council Study Session

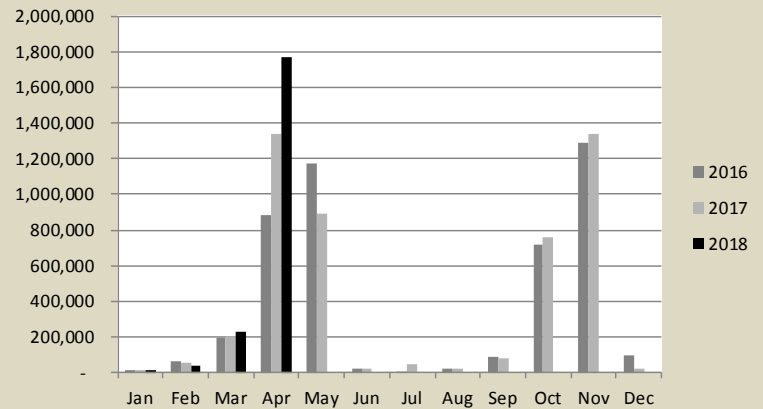
ADJOURNMENT

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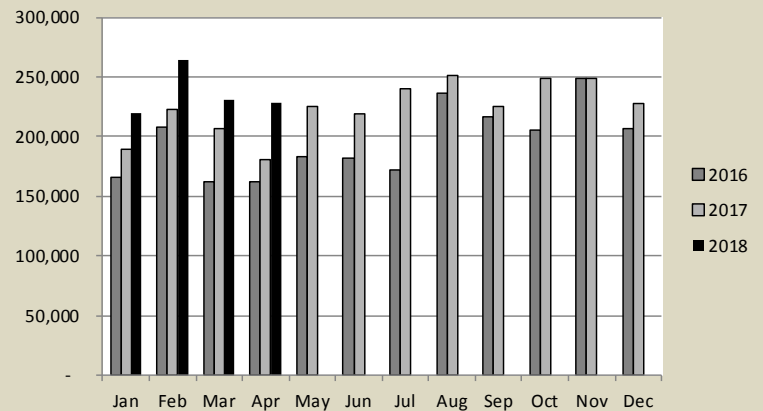
MAJOR REVENUE TRENDS (CASH BASIS)

2018 YTD Compared to 2017 YTD:**439,434 27.3%**

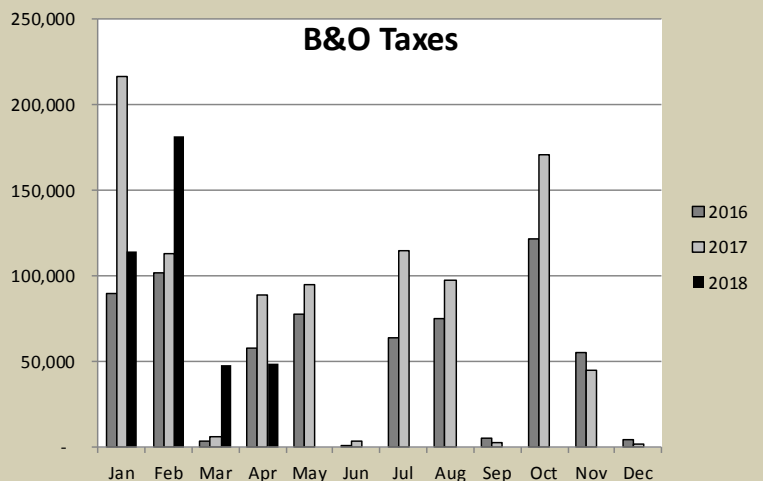
	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>PY YTD</u>
Jan	16,419	10,191	9,718	0.2%
Feb	36,447	52,372	62,078	1.3%
Mar	232,292	207,664	192,691	5.6%
Apr	1,766,445	1,341,941	884,255	33.7%
May		892,976	1,172,679	52.3%
June		22,136	24,323	52.8%
Jul		45,386	8,130	53.8%
Aug		22,470	19,914	54.2%
Sep		78,305	87,561	55.9%
Oct		757,497	721,023	71.7%
Nov		1,334,765	1,292,382	99.6%
Dec		20,037	92,696	100.0%
Totals	2,051,602	4,785,740	4,567,450	

2018 YTD Compared to Annual Budget: 4,800,000 42.7%**PROPERTY TAXES****2018 YTD Compared to 2017 YTD:****145,180 18.2%**

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>PY YTD</u>
Jan	219,835	188,813	166,482	7.0%
Feb	263,849	222,214	207,580	15.3%
Mar	230,669	206,184	162,512	23.0%
Apr	228,365	180,327	162,783	29.7%
May		225,772	183,308	38.1%
Jun		218,517	182,542	46.3%
Jul		240,702	172,341	55.2%
Aug		251,535	236,926	64.6%
Sep		225,110	216,225	73.0%
Oct		248,661	205,441	82.3%
Nov		248,226	248,392	91.5%
Dec		228,030	206,295	100.0%
Totals	942,718	2,684,092	2,350,827	

2018 YTD Compared to Annual Budget: 2,500,000 37.7%**SALES TAXES****2018 YTD Compared to 2017 YTD:****(32,269) -7.6%**

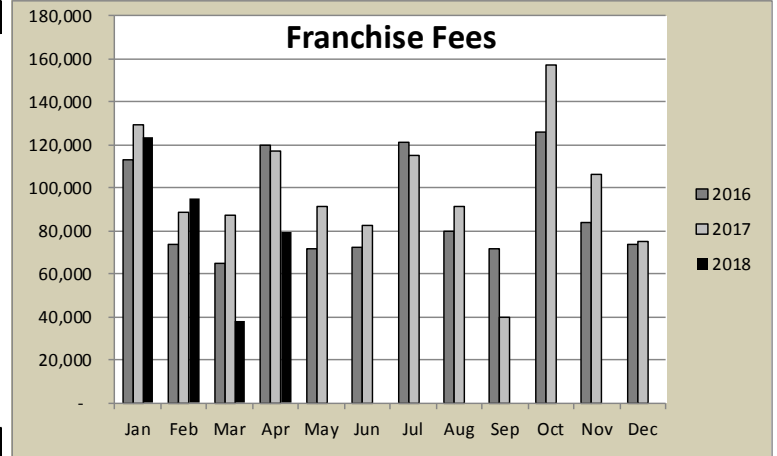
	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>PY YTD</u>
Jan	114,329	216,324	89,942	22.7%
Feb	181,623	112,795	101,825	34.5%
Mar	48,000	6,291	3,106	35.1%
Apr	48,450	89,260	58,292	44.5%
May		94,829	78,035	54.4%
Jun		3,205	1,262	54.7%
Jul		114,496	63,661	66.7%
Aug		97,730	74,863	77.0%
Sep		2,767	5,211	77.2%
Oct		171,216	122,095	95.2%
Nov		44,658	55,292	99.9%
Dec		1,400	4,217	100.0%
Totals	392,401	954,972	657,801	

2018 YTD Compared to Annual Budget: 800,000 49.1%**B&O Taxes**

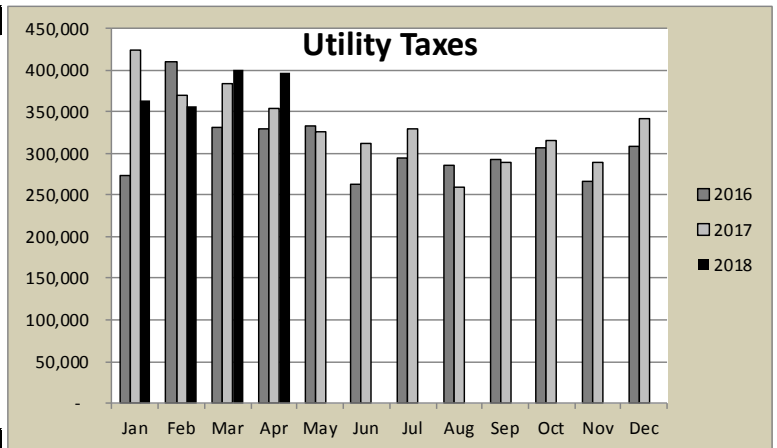
MAJOR REVENUE TRENDS

(Cash Basis -Continued)

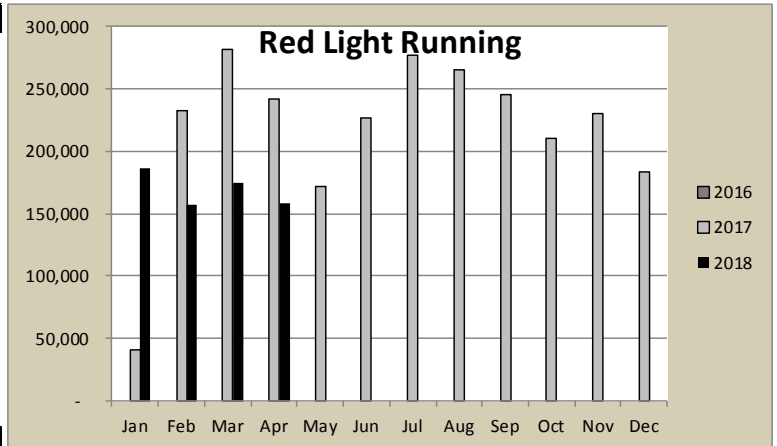
2018 YTD Compared to 2017 YTD:			(86,718)	-20.5%
	2018	2017	2016	PY YTD
Jan	123,726	129,401	113,463	10.9%
Feb	94,879	89,045	73,834	18.5%
Mar	38,037	87,325	65,347	25.9%
Apr	79,384	116,973	120,207	35.8%
May		91,363	71,583	43.5%
Jun		82,575	72,626	50.5%
Jul		115,316	121,248	60.2%
Aug		91,478	79,804	68.0%
Sep		40,214	72,099	71.4%
Oct		156,940	126,141	84.7%
Nov		106,415	84,251	93.7%
Dec		74,885	73,899	100.0%
Totals	336,026	1,181,930	1,074,502	
2018 YTD Compared to Annual Budget:			1,090,440	30.8%



2018 YTD Compared to 2017 YTD:			(13,487)	-0.9%
	2018	2017	2016	PY YTD
Jan	364,526	424,753	273,337	10.6%
Feb	356,373	369,100	410,967	19.9%
Mar	401,190	384,143	332,039	29.5%
Apr	397,018	354,597	329,815	38.3%
May		326,610	333,168	46.5%
Jun		311,295	262,684	54.3%
Jul		330,214	293,988	62.6%
Aug		259,947	286,311	69.1%
Sep		289,489	292,324	76.3%
Oct		315,656	306,464	84.2%
Nov		289,793	266,326	91.4%
Dec		342,218	308,003	100.0%
Totals	1,519,106	3,997,816	3,695,425	
2018 YTD Compared to Annual Budget:			3,827,000	39.7%



<u>2018 YTD Compared to 2017 YTD:</u>			(120,633)	-15.1%
	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>PY YTD</u>
Jan	186,912	41,052		1.6%
Feb	157,163	232,138		10.5%
Mar	174,355	281,581		21.3%
Apr	158,143	242,435		30.5%
May		172,049		37.1%
Jun		227,114		45.8%
Jul		277,288		56.5%
Aug		264,954		66.6%
Sep		245,831		76.0%
Oct		210,839		84.1%
Nov		230,840		93.0%
Dec		183,507		100.0%
Totals	676,573	2,609,628	-	
<u>2018 YTD Compared to Annual Budget:</u>			2,500,000	27.1%

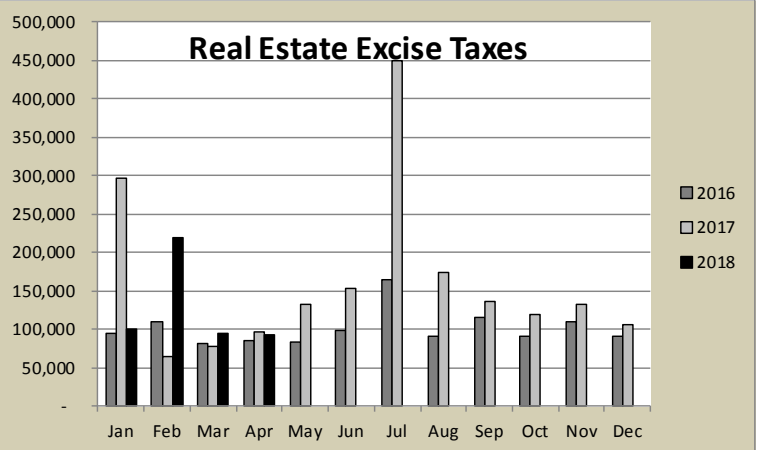


MAJOR REVENUE TRENDS

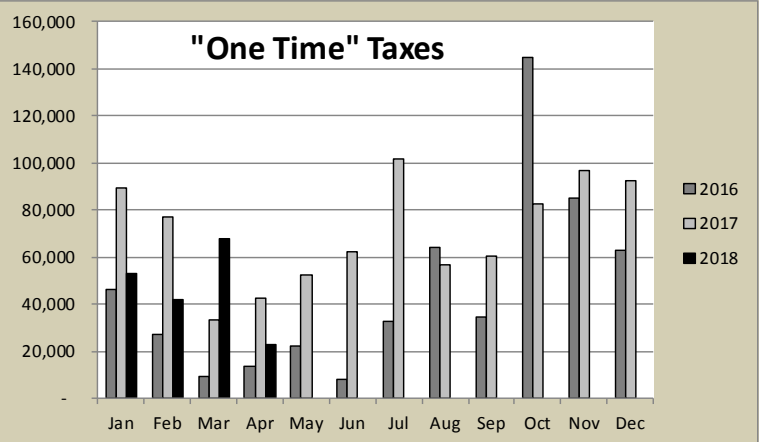
(Cash Basis -Continued)

CIP FUNDING SOURCES

2018 YTD Compared to Annual Budget:			(29,274)	-5.5%
	2018	2017	2016	PY YTD
Jan	100,179	296,469	93,909	15.3%
Feb	218,634	64,190	109,153	18.6%
Mar	94,383	78,233	80,623	22.7%
Apr	92,064	95,642	86,005	27.6%
May		132,598	84,072	34.5%
Jun		152,999	99,166	42.4%
Jul		448,867	163,905	65.6%
Aug		173,469	90,084	74.5%
Sep		136,573	116,119	81.6%
Oct		118,772	91,603	87.7%
Nov		132,237	109,682	94.6%
Dec		105,037	91,594	100.0%
Totals	505,260	1,935,085	1,215,915	
2018 YTD Compared to Annual Budget:			900,000	56.1%



2018 YTD Compared to 2017 YTD:			(56,319)	76.7%
	2018	2017	2016	PY YTD
Jan	53,243	89,266	46,556	10.5%
Feb	42,058	76,783	27,195	19.6%
Mar	67,676	33,370	9,428	23.5%
Apr	22,899	42,775	13,465	28.6%
May		52,185	22,165	34.7%
Jun		62,293	7,770	42.1%
Jul		101,589	32,666	54.1%
Aug		56,915	64,376	60.8%
Sep		60,445	34,407	67.9%
Oct		82,400	144,643	77.6%
Nov		97,018	84,923	89.1%
Dec		92,746	62,874	100.0%
Totals	185,876	847,785	550,468	
2018 YTD Compared to Annual Budget:			-	#DIV/0!



GENERAL FUND 001

2018 ADOPTED BUDGET				2018 Year to Date ACTUAL				
ANNUAL 12 MONTHS				APRIL				
	REVENUES	EXPENDITURES	NET	REVENUES	%**	EXPENDITURES	%**	NET
BEGINNING FUND BALANCE			4,532,095					5,532,545 *
<u>Unrestricted Revenues</u>								
Unrestricted Taxes	12,117,000		12,117,000	4,913,704	41%			
One Time Sales/B&O Taxes	-		-	185,946	-			
Unrestricted Franchise Fees	1,130,000		1,130,000	401,973	36%			
State/City Assistance	90,000		90,000	25,449	-			
Miscellaneous	21,000		21,000	33,132	158%			
Transfer In	-		-					
Total Unrestricted Revenues	13,358,000		13,358,000	5,560,204	42%			5,560,204
<u>Policy & Support Services</u>								
Support Services Chargebacks	2,620,190		2,620,190	872,851	33%			872,851 33%
City Council		95,148	(95,148)	-	-	27,515	29%	(27,515) 29%
City Manager	-	1,178,806	(1,178,806)	500	-	403,352	34%	(402,852) 34%
Financial Services	70,000	996,334	(926,334)	50	0%	298,383	30%	(298,333) 32%
Technology Services	758,527	758,527	-	252,842	33%	305,741	40%	(52,899) -
Legal	-	387,812	(387,812)	-	-	109,799	28%	(109,799) 28%
Bldg & Facility Maint		394,665	(394,665)	-	-	131,626	33%	(131,626) 33%
Total Policy & Support Services	3,448,717	3,811,292	(362,575)	1,126,244	33%	1,276,417	33%	(150,173) 41%
<u>Public Safety Services</u>								
Restricted - Public Safety	3,884,460		3,884,460	1,217,148	31%			1,217,148 31%
Court	115,005	1,287,728	(1,172,723)	33,022	29%	439,371	34%	(406,350) 35%
Probation	72,500	224,938	(152,438)	26,215	36%	69,223	31%	(43,008) 28%
EMS/Fire/Jail/Public Defender	4,500	968,037	(963,537)	1,674	37%	268,812	28%	(267,138) 28%
Legal (Prosecution, DV, etc.)	36,050	312,113	(276,063)	9,167	25%	127,968	41%	(118,802) 43%
Police	238,015	10,518,937	(10,280,922)	58,898	25%	3,291,022	31%	(3,232,124) 31%
Total Public Safety Services	4,350,530	13,311,753	(8,961,223)	1,346,124	31%	4,196,397	32%	(2,850,274) 32%
<u>Community Services</u>								
Planning & Bldg (NonFee Based)		750,947	(750,947)			175,359	23%	(175,359) 23%
Engineering (NonFee Based)		256,360	(256,360)			84,514	33%	(84,514) 33%
Subtotal	-	1,007,307	(1,007,307)	-		259,873	26%	(259,873) 26%
Park Maintenance	26,665	946,555	(919,890)	2,202	8%	262,329	28%	(260,127) 28%
Parks & Community Relations	6,500	218,553	(212,053)	8,500	131%	75,985	35%	(67,485) 32%
Senior & Human Services	104,050	604,892	(500,842)	25,963	25%	197,454	33%	(171,491) 34%
Arts Program	12,500	55,511	(43,011)	7,575	61%	7,306	13%	269 -1%
Recreation Programs	1,059,047	1,289,210	(230,163)	314,292	30%	363,435	28%	(49,143) 21%
Beach Park Rentals	266,100	563,949	(297,849)	72,527	27%	183,074	32%	(110,547) 37%
Subtotal	1,474,862	3,678,670	(2,203,808)	431,059	29%	1,089,584	30%	(658,525) 30%
Total Community Services	1,474,862	4,685,977	(3,211,115)	431,059	29%	1,349,456	29%	(918,397) 29%
<u>Transfers Out</u>								
Capital & Debt		1,950,588	(1,950,588)			2,859	0%	(2,859) 0%
One Time Sales/ B&O Tax		-	-			185,846	-	(185,846) -
Total Transfers	-	1,950,588	(1,950,588)	-		188,705		(188,705)
TOTAL GENERAL FUND	22,632,109	23,759,610	(1,127,501)	8,463,630	37%	7,010,975	30%	1,452,655 -129%
ENDING FUND BALANCE			3,404,594					6,985,200
* Preliminary Beginning Fund Balance								
**April is month 4 of 12 = 33%								
2 month expenditures target min Ending Fund Balance			3,960,727					

SPECIAL REVENUE FUNDS MONTHLY REPORT

APRIL

	2018 Budget Annual	2018 Actual Year to Date	%	2017 Actual Annual	2017 Actual Year to Date	%
STREETS						
Begin Fund Balance	554,270	691,657		563,269	563,269	
Revenues	1,766,145	472,751	27%	1,702,031	490,141	29%
Expenditures	1,614,937	453,398	28%	1,573,643	447,533	28%
Net Activity	151,208	19,353		128,388	42,608	
Ending Fund Balance	705,478	711,010		691,657	605,877	
ARTERIAL PAVEMENT						
Begin Fund Balance	1,005,361	1,107,772		212,146	212,146	
Revenues	1,125,000	338,982	30%	1,128,015	372,358	33%
Expenditures	1,310,413	19,450	1%	232,389	33,341	14%
Net Activity	(185,413)	319,532		895,626	339,017	
Ending Fund Balance	819,948	1,427,304		1,107,772	551,163	
DEVELOPMENT SERVICES						
Begin Fund Balance	1,868,569	2,869,895		1,507,686	1,507,685	
Revenues	2,368,010	1,791,271	76%	3,569,355	834,324	23%
Expenditures	2,546,467	826,588	32%	2,207,146	683,699	31%
Net Activity	(178,457)	964,683		1,362,209	150,625	
Ending Fund Balance	1,690,112	3,834,578		2,869,895	1,658,310	
POLICE DRUG SEIZURE						
Begin Fund Balance	7,385	10,446		10,376	10,376	
Revenues	1,000	40	4%	70	15	21%
Expenditures	1,000	-	0%	-	-	0%
Net Activity	-	40		70	15	
Ending Fund Balance	7,385	10,486		10,446	10,391	
HOTEL/MOTEL TAX						
Begin Fund Balance	6,875	(24,541)		17,375	17,375	
Revenues	133,000	29,377	22%	117,541	24,037	20%
Expenditures	112,000	19,696	18%	159,457	17,845	11%
Net Activity	21,000	9,681		(41,916)	6,192	
Ending Fund Balance	27,875	(14,860)		(24,541)	23,567	
REDONDO ZONE						
Begin Fund Balance	22,545	15,655		18,754	18,754	
Revenues	60,870	12,287	20%	110,962	9,073	8%
Expenditures	69,853	16,982	24%	114,061	25,579	22%
Net Activity	(8,983)	(4,695)		(3,099)	(16,506)	
Ending Fund Balance	13,562	10,960		15,655	2,248	
April is 4 months of 12			33%			

SPECIAL REVENUE FUNDS MONTHLY REPORT

APRIL

	2018 Budget Annual	2018 Actual Year to Date	%	2017 Budget Annual	2017 Actual Year to Date	%
WATERFRONT ZONE						
Begin Fund Balance	16,392	17,808		-	-	
Revenues	276,000	49,545	18%	119,850	-	0%
Expenditures	158,938	29,315	18%	102,042	12,426	12%
Net Activity	117,062	20,230		17,808	(12,426)	
Ending Fund Balance	133,454	38,038		17,808	(12,426)	
AUTOMATION FEES						
Begin Fund Balance	181,446	194,673		96,179	96,179	
Revenues	100,000	90,823	91%	199,888	50,241	25%
Expenditures	95,778	34,721	36%	101,394	32,557	32%
Net Activity	4,222	56,102		98,494	17,684	
Ending Fund Balance	185,668	250,775		194,673	113,863	
URBAN FORESTRY						
Begin Fund Balance	-	-		-	-	
Revenues	10,000	-	0%	-	-	0%
Expenditures	5,000	-	0%	-	-	0%
Net Activity	5,000	-		-	-	
Ending Fund Balance	5,000	-		-	-	
ABATEMENT						
Begin Fund Balance	5,208	6,659		19,120	19,120	
Revenues	35,300	2,040	6%	3,428	-	0%
Expenditures	200	-	0%	15,889	15,889	100%
Net Activity	35,100	2,040		(12,461)	(15,889)	
Ending Fund Balance	40,308	8,699		6,659	3,231	
(ASE) AUTOMATED SPEED ENFORCEMENT						
Begin Fund Balance	214,687	267,147		152,986	152,986	
Revenues	350,000	163,951	47%	407,313	159,415	39%
Expenditures	396,686	62,576	16%	293,152	52,503	18%
Net Activity	(46,686)	101,375		114,161	106,912	
Ending Fund Balance	168,001	368,522		267,147	259,898	
(TBD) TRANSPORTATION BENEFIT DISTRICT						
Begin Fund Balance	278,847	138,639		263,030	263,030	
Revenues	916,000	302,344	33%	916,521	296,936	32%
Expenditures	914,812	301,990	33%	1,040,912	415,321	40%
Net Activity	1,188	354		(124,391)	(118,385)	
Ending Fund Balance	280,035	138,993		138,639	144,645	

April is 4 months of 12

33%

DEBT SERVICE FUNDS MONTHLY REPORT
APRIL

	2018 Budget <u>Annual</u>	2018 Actual <u>Year to Date</u>	% <u></u>	2017 Actual <u>Annual</u>	2017 Actual <u>Year to Date</u>	% <u></u>
REET 1 ELIGIBLE DEBT SERVICE						
Begin Fund Balance	9,386	21,339		13,196	13,196	
Revenues	17,268	4,317	25%	152,360	46,880	31%
Expenditures	19,476	2,243	12%	144,217	2,190	2%
Net Activity	(2,208)	2,074		8,143	44,690	
Ending Fund Balance	7,178	23,413		21,339	57,886	
REET 2 ELIGIBLE DEBT SERVICE						
Begin Fund Balance	16,958	38,569		21,254	21,254	
Revenues	263,428	65,829	25%	280,709	86,372	31%
Expenditures	263,428	3,543	1%	263,394	3,477	1%
Net Activity	-	62,286		17,315	82,895	
Ending Fund Balance	16,958	100,855		38,569	104,149	

MARINA FUND 401 OPERATIONS MONTHLY REPORT
 (Budget Basis/Working Capital Basis)
 APRIL

	2018 Budget Annual	2018 Actual Year to Date	%	2017 Actual Annual	2017 Actual Year to Date	%
REVENUES						
Intergov't Grants				-	-	
Charges Goods & Services	119,985	36,535	30%	105,037	54,035	51%
Fuel Sales	934,600	116,121	12%	1,103,986	98,122	9%
Fines & Foreitures	12,220	10,242	84%	12,220	5,545	45%
Moorage, Parking & Misc	2,861,940	1,000,022	35%	2,876,716	928,185	32%
Interfund Maint Services	30,000	6,845	23%	70,000	50,001	
TOTAL	3,958,745	1,169,765	30%	4,167,959	1,135,888	27%

EXPENDITURES

Salaries	757,095	194,389	26%	671,098	181,876	27%
Benefits	277,853	68,963	25%	245,273	72,652	30%
Supplies	137,400	43,689	32%	159,073	50,531	32%
Fuel Purchases	657,000	94,358	14%	862,710	102,022	12%
Services	778,536	225,941	29%	854,331	225,640	26%
Capital Transfers	410,000	-	0%	716,001	17,966	3%
Debt Transfers	815,416	203,856	25%	820,515	273,508	33%
TOTAL	3,833,300	831,196	22%	4,329,001	924,195	21%

REVENUES MORE THAN OR

(LESS THAN) EXPENDITURES	125,445	338,569	(161,042)	211,693
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Ending Cash & Investments	1,812,047	1,493,025
Min Reserves - 20%	684,660	
Avail to Xfer to Dock Replace	717,387	

April is 4 month of 12 33.3%

SWM FUND 450 OPERATIONS MONTHLY REPORT

(Budget Basis/Working Capital Basis)

APRIL

	2018 Budget <u>Annual</u>	2018 Actual <u>Year to Date</u>	%	2017 Actual <u>Annual</u>	2017 Actual <u>Year to Date</u>	%
REVENUES						
Intergov't Grants	-			-		
Charges Goods & Services	3,741,629	1,763,970	47%	3,532,391	1,354,847	38%
Interest & Miscellaneous	10,000	17,370	174%	5,000	5,994	120%
TOTAL	3,751,629	1,781,340	47%	3,537,391	1,360,841	38%

EXPENDITURES

Salaries	922,742	255,924	28%	914,844	262,742	29%
Benefits	424,417	120,605	28%	421,390	113,299	27%
Supplies	88,112	36,399	41%	66,900	33,702	50%
Services	1,585,117	425,577	27%	1,448,299	433,329	30%
Capital Transfers	553,900	5,842		236,120	20,914	9%
TOTAL	3,574,288	844,347	24%	3,087,553	863,986	28%

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

177,341	936,993	449,838	496,855
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Ending Cash & Investments	4,052,660	2,817,347
Min Reserves - 20% Revenues	750,326	
Waiting for CIP Xfer to Fund 451	3,302,334	

April is 4 months of 12 33.3%

INTERNAL SERVICE FUNDS MONTHLY REPORT

(Budget Basis/Working Capital Basis)

APRIL

	2018 Budget Annual	2018 Actual Year to Date	%	2017 Actual Annual	2017 Actual Year to Date	%
EQUIPMENT RENTAL OPS						
Begin Fund Balance	348,332	369,196		365,810	365,810	
Revenues	482,673	166,591	35%	529,485	167,025	32%
Expenditures	515,142	158,116	31%	526,099	158,282	30%
Net Activity	(32,469)	8,475		3,386	8,743	
Ending Fund Balance	315,863	377,671		369,196	374,553	
EQUIPMENT RENTAL REPLACE						
Begin Fund Balance	2,160,953	3,807,967		3,243,493	3,243,493	
Revenues	750,978	255,135	34%	957,987	307,013	32%
Expenditures	523,000	282,563	54%	393,513	218,286	55%
Net Activity	227,978	(27,428)		564,474	88,727	
Ending Fund Balance	2,388,931	3,780,539		3,807,967	3,332,220	
FACILITY MAJOR REPAIRS						
Begin Fund Balance	189,491	192,667		90,776	90,776	
Revenues	522,258	39,161	7%	151,087	36,518	24%
Expenditures	473,013	2,497	1%	49,196	-	0%
Net Activity	49,245	36,664		101,891	36,518	
Ending Fund Balance	238,736	229,331		192,667	127,294	
COMPUTER REPLACEMENT						
Begin Fund Balance	709,688	1,022,200		832,303	832,303	
Revenues	247,744	85,566	35%	479,821	143,973	30%
Expenditures	205,824	27,709	13%	289,924	198,252	68%
Net Activity	41,920	57,857		189,897	(54,279)	
Ending Fund Balance	751,608	1,080,057		1,022,200	778,024	
SELF INSURANCE						
Begin Fund Balance	443,980	460,407		301,936	301,936	
Revenues	861,790	287,263	33%	884,010	294,903	33%
Expenditures	701,975	591,938	84%	725,539	614,627	85%
Net Activity	159,815	(304,675)		158,471	(319,724)	
Ending Fund Balance	603,795	155,732		460,407	(17,788)	
UNEMPLOY INSURANCE						
Begin Fund Balance	413,174	437,457		369,825	369,825	
Revenues	68,682	18,231	27%	67,781	20,498	30%
Expenditures	30,000	-	0%	149	149	100%
Net Activity	38,682	18,231		67,632	20,349	
Ending Fund Balance	451,856	455,688		437,457	390,174	

April is 4 months of 12

33%

City Manager's Office

February 22, 2018

To: City Council

From: City Manager

Re: First Quarter 2018 Report

The information below represents a compilation of results of each Department for 1st Quarter, 2018.

CITY MANAGER'S OFFICE

- Tour of Des Moines with Peter Philips and US Coast Guard Captain Sturgis.
- Seattle Southside Economic Forecast Luncheon.
- State of Port of Seattle Annual Breakfast.
- Laborers Local 242 Grand Opening.
- Metro Pilot Ribbon Cutting.
- Masonic Home/ Landmark on the Sound Open House.
- Soundside Alliance Policy Committee.
- Attended community meeting at North Hill Community Club.
- Police Officer Bob Crane Retirement Party.
- Mayor Pina and I met with Josh Brown, Executive Director of Puget Sound Regional Council.
- Kick-off meeting for Phase 2 of the Port of Seattle Economic Development Grant.
- Attended Port of Seattle Reception for new Executive Director Stephen Metruck.
- Attended inaugural SEA Stakeholder Advisory Round Table (StART) meeting.
- Mayor's Roundtable.
- Met with Bartells project development manager for new facility.
- Aviation Advisory Committee Meeting.
- Finance Director Interviews.
- SCORE Workshop & Board Meeting.
- Met with Farmer's Market.
- Adriana Grand Opening.
- South King County Elected Officials Affordable Housing Meeting.
- Ride Along with Sergeant Patti Richards.
- Highline Forum Meeting.

LEGAL DEPARTMENT

- Civil Matters: To date this year, the Legal Department has opened 33 files for civil matters; primarily advisory work to assist the City's operating departments.
- Consolidated and summarized the City's various approved expense reimbursement policies. The final document has been placed on the City's internal drive for employee use and review.
- Reviewed City's Banner Sponsorship Agreement for commercial banner advertisements on City property.
- Reviewed state law regarding abandoned vessels (boats) and began drafting updates to existing City codes for impound and disposal.
- Reviewed a previously executed settlement agreement detailing permitting processes for proposed subdivision to be built in both Federal Way and Des Moines. Assisted Community Development with legal issues and provided recommendation for future action.
- Prepared addendum to professional services contract for additional consulting services to assist with commercial engagement of the Marina floor.
- Prepared and presented to City Council Government 101 presentation for City Council meeting regarding the City's form of government and the roles and duties of Councilmembers and the City Manager.
- The Assistant City Attorney argued an appeal in Superior Court of a red light camera ticket regarding technical matters of statutory interpretation and alleged defects with the form of the citation. The Superior Court Order on RALJ, filed on February 5, 2018, affirmed the trial court's decision and the matter was mandated to Des Moines Municipal Court for further proceeding in accordance with the Superior Court's decision.
- Another appeal regarding a different red light camera citation was dismissed by Superior Court Order on February 23, 2018 in its entirety and with prejudice.
- Reviewed telecommunications code. Worked with staff and consultant on preparing additional telecommunications code amendments and began review of small cell franchise application.
- Provided legal review and advice on a land use matter involving a number of complex issues related to the City's non-conforming structures code and critical areas regulations.
- Domestic Violence Victim Advocate, Nicole Nordholm, participated in the DV Advocacy Day through the WA State Coalition against Domestic Violence. There are currently various bills on the legislative agenda – including enhancing victim participation in the criminal legal system, increasing safety and financial stability for DV victims by prohibiting employment discrimination, and improving access to housing. Nicole was able to learn about these crucial bills, provide insight as to victims needs in our community, and advocate for continuing support.
- Drafted and presented to the City Council for adoption updated Council Rules of Procedure to reflect current practice and new Committee organization.
- Worked with Marina staff on parking enforcement matters.
- Assisted other City departments on various matters that involved legal issues such as a property acquisition, disposal of abandoned vessels, and the preparation of a request for proposals for public defense services.
- Worked with Community Service Officers on several code enforcement issues.
- Drafted and updated various contracts: sign placement agreement, rental agreement for Sonju Park residence, extended rental agreement for Beach Park facilities, and pipe replacement program agreement.
- Reviewed thousands of documents that were potentially responsive to requests for public records. Withheld exempt and privileged documents and provided detailed exemption logs as required by law.
- Worked on several delinquent business license issues and prepared notices to send to businesses that have not renewed or obtained a license.
- The following Ordinances and Resolutions were prepared in final form and signed in the First Quarter 2018 following approval by the City Council:

Ordinance No. 1697	Essential Public Facilities
Resolution No. 1375	Surplus of SWM Vehicles/Equipment
Resolution No. 1376	Disposal of Abandoned Vessels
Resolution No. 1377	Administrative Settlement Policies
Resolution No. 1378	Long-Term Aviation Capacity Needs
Resolution No. 1379	Council Rule Amendments
Resolution No. 1380	ADA Grievance Procedure Policy
Resolution No. 1381	Pinnacles Modified Subdivision

- **Des Moines Prosecuting Attorney Quarterly Recap.** The Prosecuting Attorney filed 646 infractions and citations in the First Quarter 2018 for Des Moines and appeared at 892 criminal hearings. Also filed were 857 Woodmont Photo Enforcement infractions, 5378 red-light camera infractions, and 3 abatement infractions. The Prosecutor represented the City at 28 hearings involving infractions that were being opposed by private counsel, and 13 animal control hearings. Staff also responded to 36 infraction discovery requests.
- **Normandy Park Prosecuting Attorney Quarterly Recap.** The Prosecuting Attorney filed 93 infractions and citations in the First Quarter 2018 for Normandy Park and appeared at 301 criminal hearings. Staff also responded to 4 infraction discovery requests.
- Legal Department contracts signed in the First Quarter: None for Legal.
- Bids, RFPs, and RFQs issued by Legal in the First Quarter: None for Legal.

CITY CLERK'S OFFICE

- City Currents Spring and Summer publications.
- Coordinated wellness webinar and committee planning meeting.
- Attended the Washington Municipal Clerk's Association Annual Conference in Pasco, Washington:
 - Records Management Class w/Emphasis on Emergency Management.
 - Public Records Act:
 - Joint Legislative Audit and Review Committee (JLARC) Reporting Requirements.
- Filed Bundy Property Documents with King County.
- Attended the State of the Port of Seattle Annual Breakfast.
- Attended Metro Pilot Ribbon Cutting.
- Participated in the Public Defender RFP Review.
- Attended WCIA: Building Supervisory Skills Training.
- Participated in Human Resources Director Interviews.
- Three hundred eight-eight (388) public record requests.

FINANCE DEPARTMENT

MAJOR REVENUE TRENDS

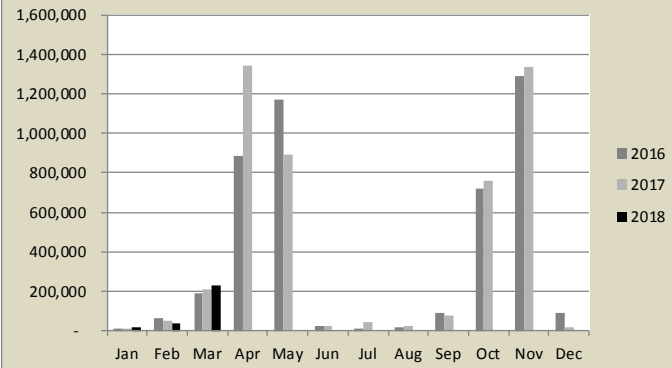
2018 YTD Compared to 2017 YTD:

14,930	5.5%
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	2018	2017	2016	PY YTD
Jan	16,419	10,191	9,718	0.2%
Feb	36,447	52,372	62,078	1.3%
Mar	232,292	207,664	192,691	5.6%
Apr		1,341,941	884,255	33.7%
May		892,976	1,172,679	52.3%
June		22,136	24,323	52.8%
Jul		45,386	8,130	53.8%
Aug		22,470	19,914	54.2%
Sep		78,305	87,561	55.9%
Oct		757,497	721,023	71.7%
Nov		1,334,765	1,292,382	99.6%
Dec		20,037	92,696	100.0%
Totals	285,157	4,785,740	4,567,450	

2018 YTD Compared to Annual Budget:	4,800,000	5.9%
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PROPERTY TAXES



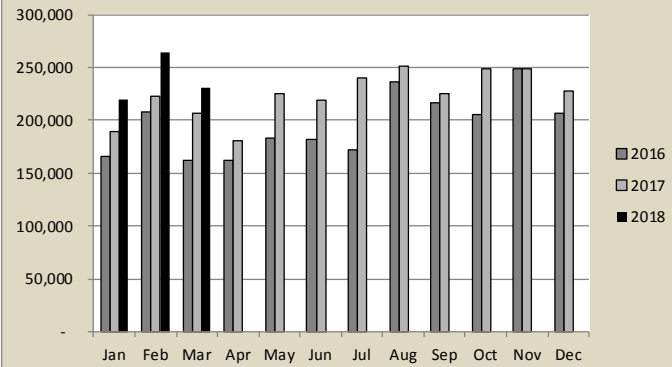
2018 YTD Compared to 2017 YTD:

97,142	15.7%
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	2018	2017	2016	PY YTD
Jan	219,835	188,813	166,482	7.0%
Feb	263,849	222,214	207,580	15.3%
Mar	230,669	206,184	162,512	23.0%
Apr		180,327	162,783	29.7%
May		225,772	183,308	38.1%
Jun		218,517	182,542	46.3%
Jul		240,702	172,341	55.2%
Aug		251,535	236,926	64.6%
Sep		225,110	216,225	73.0%
Oct		248,661	205,441	82.3%
Nov		248,226	248,392	91.5%
Dec		228,030	206,295	100.0%
Totals	714,353	2,684,092	2,350,827	

2018 YTD Compared to Annual Budget:	2,500,000	28.6%
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SALES TAXES



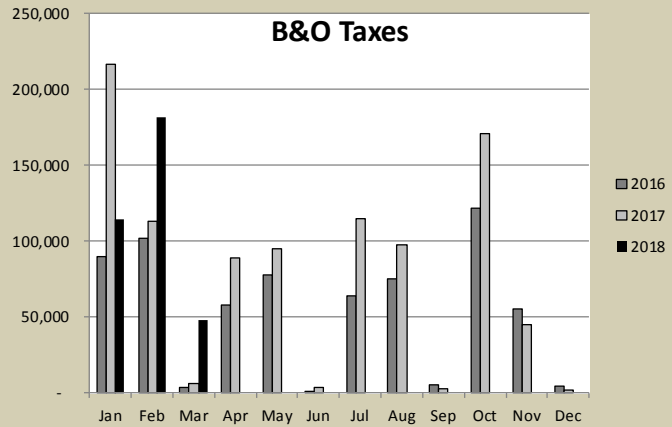
2018 YTD Compared to 2017 YTD:

(18,538)	-5.1%
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	2018	2017	2016	PY YTD
Jan	114,329	216,324	89,942	22.7%
Feb	181,623	112,795	101,825	34.5%
Mar	48,000	6,291	3,106	35.1%
Apr		89,260	58,292	44.5%
May		94,829	78,035	54.4%
Jun		3,205	1,262	54.7%
Jul		114,496	63,661	66.7%
Aug		97,730	74,863	77.0%
Sep		2,767	5,211	77.2%
Oct		171,216	122,095	95.2%
Nov		44,658	55,292	99.9%
Dec		1,400	4,217	100.0%
Totals	343,951	954,972	657,801	

2018 YTD Compared to Annual Budget:	800,000	43.0%
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B&O Taxes

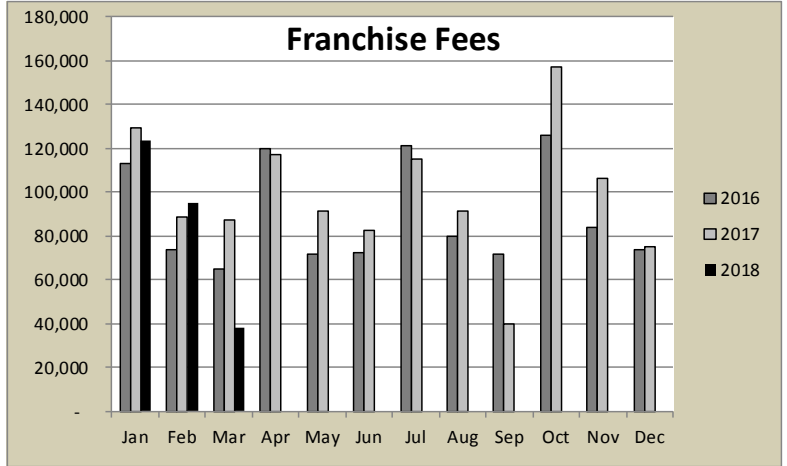


(CASH BASIS)

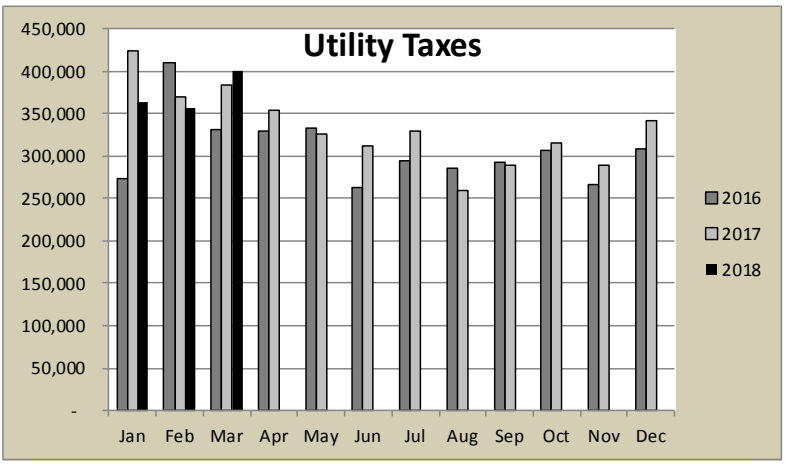
MAJOR REVENUE TRENDS

(Cash Basis -Continued)

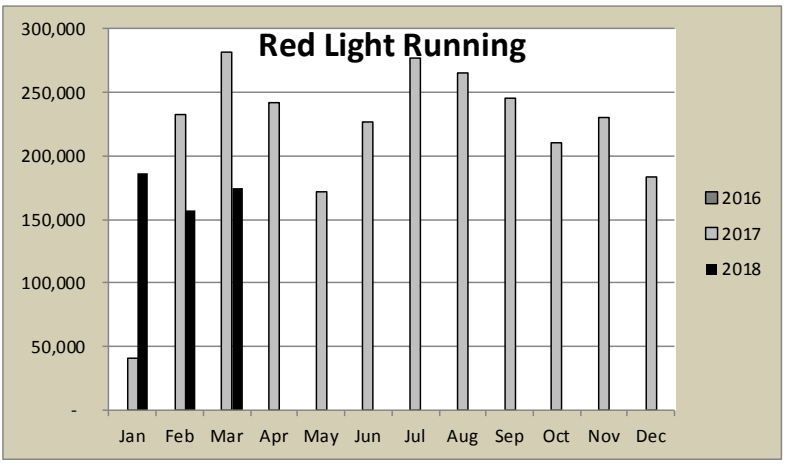
2018 YTD Compared to 2017 YTD:				(49,129)	-16.1%
	2018	2017	2016	PY YTD	
Jan	123,726	129,401	113,463	10.9%	
Feb	94,879	89,045	73,834	18.5%	
Mar	38,037	87,325	65,347	25.9%	
Apr		116,973	120,207	35.8%	
May		91,363	71,583	43.5%	
Jun		82,575	72,626	50.5%	
Jul		115,316	121,248	60.2%	
Aug		91,478	79,804	68.0%	
Sep		40,214	72,099	71.4%	
Oct		156,940	126,141	84.7%	
Nov		106,415	84,251	93.7%	
Dec		74,885	73,899	100.0%	
Totals	256,642	1,181,930	1,074,502		
2018 YTD Compared to Annual Budget:			1,090,440	23.5%	



2018 YTD Compared to 2017 YTD:				(55,908)	-4.7%
	2018	2017	2016	PY YTD	
Jan	364,526	424,753	273,337	10.6%	
Feb	356,373	369,100	410,967	19.9%	
Mar	401,190	384,143	332,039	29.5%	
Apr		354,597	329,815	38.3%	
May		326,610	333,168	46.5%	
Jun		311,295	262,684	54.3%	
Jul		330,214	293,988	62.6%	
Aug		259,947	286,311	69.1%	
Sep		289,489	292,324	76.3%	
Oct		315,656	306,464	84.2%	
Nov		289,793	266,326	91.4%	
Dec		342,218	308,003	100.0%	
Totals	1,122,089	3,997,816	3,695,425		
2018 YTD Compared to Annual Budget:			3,827,000	29.3%	



2018 YTD Compared to 2017 YTD:				(36,341)	-6.6%
	2018	2017	2016	PY YTD	
Jan	186,912	41,052		1.6%	
Feb	157,163	232,138		10.5%	
Mar	174,355	281,581		21.3%	
Apr		242,435		30.5%	
May		172,049		37.1%	
Jun		227,114		45.8%	
Jul		277,288		56.5%	
Aug		264,954		66.6%	
Sep		245,831		76.0%	
Oct		210,839		84.1%	
Nov		230,840		93.0%	
Dec		183,507		100.0%	
Totals	518,430	2,609,628	-		
2018 YTD Compared to Annual Budget:			2,500,000	20.7%	

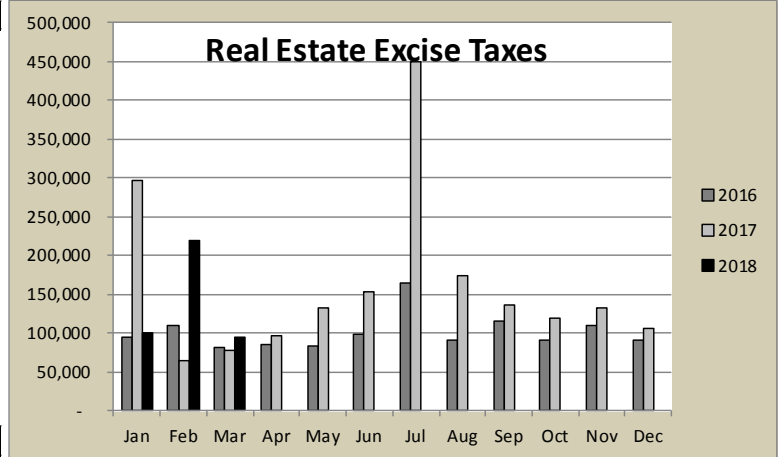


17
MAJOR REVENUE TRENDS

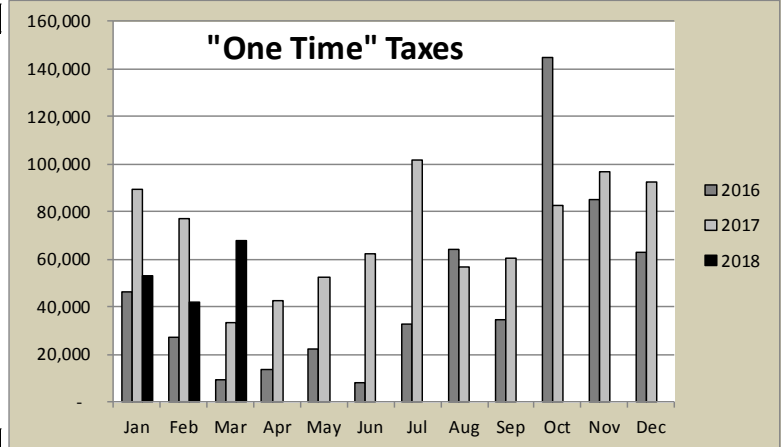
(Cash Basis -Continued)

CIP FUNDING SOURCES

2018 YTD Compared to Annual Budget:			(25,696)	-5.9%
	2018	2017	2016	PY YTD
Jan	100,179	296,469	93,909	15.3%
Feb	218,634	64,190	109,153	18.6%
Mar	94,383	78,233	80,623	22.7%
Apr		95,642	86,005	27.6%
May		132,598	84,072	34.5%
Jun		152,999	99,166	42.4%
Jul		448,867	163,905	65.6%
Aug		173,469	90,084	74.5%
Sep		136,573	116,119	81.6%
Oct		118,772	91,603	87.7%
Nov		132,237	109,682	94.6%
Dec		105,037	91,594	100.0%
Totals	413,196	1,935,085	1,215,915	
2018 YTD Compared to Annual Budget:			900,000	45.9%



2018 YTD Compared to 2017 YTD:			(36,443)	81.7%
	2018	2017	2016	PY YTD
Jan	53,243	89,266	46,556	10.5%
Feb	42,058	76,783	27,195	19.6%
Mar	67,676	33,370	9,428	23.5%
Apr		42,775	13,465	28.6%
May		52,185	22,165	34.7%
Jun		62,293	7,770	42.1%
Jul		101,589	32,666	54.1%
Aug		56,915	64,376	60.8%
Sep		60,445	34,407	67.9%
Oct		82,400	144,643	77.6%
Nov		97,018	84,923	89.1%
Dec		92,746	62,874	100.0%
Totals	162,977	847,785	550,468	
2018 YTD Compared to Annual Budget:			-	#DIV/0!



18
GENERAL FUND 001

2018 ADOPTED BUDGET				2018 Year to Date ACTUAL				
ANNUAL 12 MONTHS				MARCH				
	REVENUES	EXPENDITURES	NET	REVENUES	%**	EXPENDITURES	%**	NET
BEGINNING FUND BALANCE			4,532,095					5,532,545 *
<u>Unrestricted Revenues</u>								
Unrestricted Taxes	12,117,000		12,117,000	2,522,783	21%			
One Time Sales/B&O Taxes	-		-	162,947	-			
Unrestricted Franchise Fees	1,130,000		1,130,000	256,642	23%			
State/City Assistance	90,000		90,000	25,449	-			
Miscellaneous	21,000		21,000	25,242	120%			
Transfer In	-		-					
Total Unrestricted Revenues	13,358,000		13,358,000	2,993,061	22%			2,993,061
<u>Policy & Support Services</u>								
Support Services Chargebacks	2,620,190		2,620,190	654,639	25%			654,639 25%
City Council		95,148	(95,148)	-	-	19,695	21%	(19,695) 21%
City Manager	-	1,178,806	(1,178,806)	500	-	314,497	27%	(313,997) 27%
Financial Services	70,000	996,334	(926,334)	25	0%	223,360	22%	(223,335) 24%
Technology Services	758,527	758,527	-	189,632	25%	254,502	34%	(64,870) -
Legal	-	387,812	(387,812)	-	-	82,543	21%	(82,543) 21%
Bldg & Facility Maint		394,665	(394,665)	-	-	78,523	20%	(78,523) 20%
Total Policy & Support Services	3,448,717	3,811,292	(362,575)	844,795	24%	973,120	26%	(128,325) 35%
<u>Public Safety Services</u>								
Restricted - Public Safety	3,884,460		3,884,460	935,079	24%			935,079 24%
Court	115,005	1,287,728	(1,172,723)	26,509	23%	326,110	25%	(299,602) 26%
Probation	72,500	224,938	(152,438)	17,481	24%	51,852	23%	(34,372) 23%
EMS/Fire/Jail/Public Defender:	4,500	968,037	(963,537)	786	17%	199,532	21%	(198,746) 21%
Legal (Prosecution, DV, etc.)	36,050	312,113	(276,063)	9,067	25%	94,125	30%	(85,059) 31%
Police	238,015	10,518,937	(10,280,922)	41,830	18%	2,471,637	23%	(2,429,807) 24%
Total Public Safety Services	4,350,530	13,311,753	(8,961,223)	1,030,751	24%	3,143,256	24%	(2,112,506) 24%
<u>Community Services</u>								
Planning & Bldg (NonFee Based)		750,947	(750,947)			135,910	18%	(135,910) 18%
Engineering (NonFee Based)		256,360	(256,360)			62,590	24%	(62,590) 24%
Subtotal	-	1,007,307	(1,007,307)	-		198,500	20%	(198,500) 20%
Park Maintenance	26,665	946,555	(919,890)	2,122	8%	174,477	18%	(172,354) 19%
Parks & Community Relations	6,500	218,553	(212,053)	6,035	93%	52,415	24%	(46,380) 22%
Senior & Human Services	104,050	604,892	(500,842)	23,078	22%	142,642	24%	(119,564) 24%
Arts Program	12,500	55,511	(43,011)	7,575	61%	4,801	9%	2,774 -6%
Recreation Programs	1,059,047	1,289,210	(230,163)	233,149	22%	273,761	21%	(40,612) 18%
Beach Park Rentals	266,100	563,949	(297,849)	61,117	23%	138,619	25%	(77,502) 26%
Subtotal	1,474,862	3,678,670	(2,203,808)	333,077	23%	786,716	21%	(453,639) 21%
Total Community Services	1,474,862	4,685,977	(3,211,115)	333,077	23%	985,217	21%	(652,140) 20%
<u>Transfers Out</u>								
Capital & Debt		1,950,588	(1,950,588)			2,859	0%	(2,859) 0%
One Time Sales/ B&O Tax		-	-			162,947	-	(162,947) -
Total Transfers	-	1,950,588	(1,950,588)	-		165,806		(165,806)
TOTAL GENERAL FUND	22,632,109	23,759,610	(1,127,501)	5,201,684	23%	5,267,399	22%	(65,715) 6%
ENDING FUND BALANCE			3,404,594					5,466,830
* Preliminary Beginning Fund Balance								
**March is month 3 of 12 = 25%								
2 month expenditures target min Ending Fund Balance			3,960,727					

SPECIAL REVENUE FUNDS MONTHLY REPORT

MARCH

	2018 Budget Annual	2018 Actual Year to Date	%	2017 Actual Annual	2017 Actual Year to Date	%
STREETS						
Begin Fund Balance	554,270	691,657		563,269	563,269	
Revenues	1,766,145	369,078	21%	1,702,031	359,901	21%
Expenditures	1,614,937	313,006	19%	1,573,643	335,620	21%
Net Activity	151,208	56,072		128,388	24,281	
Ending Fund Balance	705,478	747,729		691,657	587,550	
ARTERIAL PAVEMENT						
Begin Fund Balance	1,005,361	1,107,772		212,146	212,146	
Revenues	1,125,000	255,662	23%	1,128,015	319,924	28%
Expenditures	1,310,413	15,768	1%	232,389	27,445	12%
Net Activity	(185,413)	239,894		895,626	292,479	
Ending Fund Balance	819,948	1,347,666		1,107,772	504,625	
DEVELOPMENT SERVICES						
Begin Fund Balance	1,868,569	2,869,895		1,507,686	1,507,685	
Revenues	2,368,010	1,404,736	59%	3,569,355	529,527	15%
Expenditures	2,546,467	611,385	24%	2,207,146	513,601	23%
Net Activity	(178,457)	793,351		1,362,209	15,926	
Ending Fund Balance	1,690,112	3,663,246		2,869,895	1,523,611	
POLICE DRUG SEIZURE						
Begin Fund Balance	7,385	10,446		10,376	10,376	
Revenues	1,000	30	3%	70	11	16%
Expenditures	1,000	-	0%	-	-	0%
Net Activity	-	30		70	11	
Ending Fund Balance	7,385	10,476		10,446	10,387	
HOTEL/MOTEL TAX						
Begin Fund Balance	6,875	(24,541)		17,375	17,375	
Revenues	133,000	22,206	17%	117,541	17,845	15%
Expenditures	112,000	13,345	12%	159,457	12,119	8%
Net Activity	21,000	8,861		(41,916)	5,726	
Ending Fund Balance	27,875	(15,680)		(24,541)	23,101	
REDONDO ZONE						
Begin Fund Balance	22,545	15,655		18,754	18,754	
Revenues	60,870	7,016	12%	110,962	5,398	5%
Expenditures	69,853	11,911	17%	114,061	18,777	16%
Net Activity	(8,983)	(4,895)		(3,099)	(13,379)	
Ending Fund Balance	13,562	10,760		15,655	5,375	

March is 3 months of 12

25%

SPECIAL REVENUE FUNDS MONTHLY REPORT

MARCH

	2018 Budget Annual	2018 Actual Year to Date	%	2017 Budget Annual	2017 Actual Year to Date	%
WATERFRONT ZONE						
Begin Fund Balance	16,392	17,808		-	-	
Revenues	276,000	37,837	14%	119,850	-	0%
Expenditures	158,938	18,544	12%	102,042	9,117	9%
Net Activity	117,062	19,293		17,808	(9,117)	
Ending Fund Balance	133,454	37,101		17,808	(9,117)	
AUTOMATION FEES						
Begin Fund Balance	181,446	194,673		96,179	96,179	
Revenues	100,000	76,084	76%	199,888	40,076	20%
Expenditures	95,778	26,740	28%	101,394	23,668	23%
Net Activity	4,222	49,344		98,494	16,408	
Ending Fund Balance	185,668	244,017		194,673	112,587	
URBAN FORESTRY						
Begin Fund Balance	-	-		-	-	
Revenues	10,000	-	0%	-	-	0%
Expenditures	5,000	-	0%	-	-	0%
Net Activity	5,000	-		-	-	
Ending Fund Balance	5,000	-		-	-	
ABATEMENT						
Begin Fund Balance	5,208	6,659		19,120	19,120	
Revenues	35,300	1,640	5%	3,428	-	0%
Expenditures	200	-	0%	15,889	15,889	100%
Net Activity	35,100	1,640		(12,461)	(15,889)	
Ending Fund Balance	40,308	8,299		6,659	3,231	
(ASE) AUTOMATED SPEED ENFORCEMENT						
Begin Fund Balance	214,687	267,147		152,986	152,986	
Revenues	350,000	122,226	35%	407,313	125,137	31%
Expenditures	396,686	43,576	11%	293,152	46,817	16%
Net Activity	(46,686)	78,650		114,161	78,320	
Ending Fund Balance	168,001	345,797		267,147	231,306	
(TBD) TRANSPORTATION BENEFIT DISTRICT						
Begin Fund Balance	278,847	138,639		263,030	263,030	
Revenues	916,000	210,715	23%	916,521	210,227	23%
Expenditures	914,812	210,514	23%	1,040,912	328,676	32%
Net Activity	1,188	201		(124,391)	(118,449)	
Ending Fund Balance	280,035	138,840		138,639	144,581	

March is 3 months of 12

25%

DEBT SERVICE FUNDS MONTHLY REPORT**MARCH**

	2018 Budget <u>Annual</u>	2018 Actual <u>Year to Date</u>	%	2017 Actual <u>Annual</u>	2017 Actual <u>Year to Date</u>	%
REET 1 ELIGIBLE DEBT SERVICE						
Begin Fund Balance	9,386	21,339		13,196	13,196	
Revenues	17,268	4,317	25%	152,360	35,160	23%
Expenditures	19,476	1,757	9%	144,217	1,717	1%
Net Activity	(2,208)	2,560		8,143	33,443	
Ending Fund Balance	7,178	23,899		21,339	46,639	
REET 2 ELIGIBLE DEBT SERVICE						
Begin Fund Balance	16,958	38,569		21,254	21,254	
Revenues	263,428	65,829	25%	280,709	64,779	23%
Expenditures	263,428	2,657	1%	263,394	2,608	1%
Net Activity	-	63,172		17,315	62,171	
Ending Fund Balance	16,958	101,741		38,569	83,425	

MARINA FUND 401 OPERATIONS MONTHLY REPORT

(Budget Basis/Working Capital Basis)

MARCH

	2018 Budget Annual	2018 Actual Year to Date	%	2017 Actual Annual	2017 Actual Year to Date	%
REVENUES						
Intergov't Grants				590	-	0%
Charges Goods & Services	119,485	31,416	26%	196,705	61,593	31%
Fuel Sales	934,600	79,997	9%	938,216	66,471	7%
Fines & Foreitures	12,220	7,084	58%	18,782	4,222	22%
Moorage, Parking & Misc	2,862,440	738,455	26%	2,815,349	684,993	24%
Interfund Maint Services	30,000	6,845	0%	32,139	9,476	29%
TOTAL	3,958,745	863,797	22%	4,001,781	826,755	21%

EXPENDITURES

Salaries	757,095	146,732	19%	605,354	132,748	22%
Benefits	277,853	49,406	18%	220,320	54,553	25%
Supplies	137,400	38,900	28%	151,103	41,184	27%
Fuel Purchases	657,000	69,071	11%	825,530	60,608	7%
Services	778,536	159,106	20%	750,192	174,530	23%
Capital Transfers	410,000	-	0%	421,741	15,000	4%
Debt Transfers	815,416	203,856	25%	889,501	206,492	23%
TOTAL	3,833,300	667,071	17%	3,863,741	685,115	18%

REVENUES MORE THAN OR

(LESS THAN) EXPENDITURES	<u>125,445</u>	<u>196,726</u>	<u>138,040</u>	<u>141,640</u>
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Ending Cash & Investments	<u>1,614,804</u>	<u>1,467,513</u>
Min Reserves - 20%	<u>684,660</u>	
Avail to Xfer to Dock Replace	<u>520,144</u>	

March is 3 month of 12 25.0%

SWM FUND 450 OPERATIONS MONTHLY REPORT

(Budget Basis/Working Capital Basis)

MARCH

	2018 Budget <u>Annual</u>	2018 Actual <u>Year to Date</u>	<u>%</u>	2017 Actual <u>Annual</u>	2017 Actual <u>Year to Date</u>	<u>%</u>
REVENUES						
Intergov't Grants	-			-		
Charges Goods & Services	3,741,629	281,898	8%	3,621,787	318,535	9%
Interest & Miscellaneous	10,000	12,586	126%	32,976	4,502	14%
TOTAL	<u>3,751,629</u>	<u>294,484</u>	8%	<u>3,654,763</u>	<u>323,037</u>	9%

EXPENDITURES

Salaries	922,742	191,938	21%	807,096	198,452	25%
Benefits	424,417	86,649	20%	351,361	83,901	24%
Supplies	88,112	31,922	36%	94,952	15,609	16%
Services	1,585,117	307,959	19%	1,468,358	330,578	23%
Capital Transfers	553,900	3,805	1%	99,077	15,000	15%
TOTAL	<u>3,574,288</u>	<u>622,273</u>	17%	<u>2,820,844</u>	<u>643,540</u>	23%

REVENUES MORE THAN OR

(LESS THAN) EXPENDITURES	<u>177,341</u>	<u>(327,789)</u>	<u>833,919</u>	<u>(320,503)</u>
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Ending Cash & Investments	2,803,665	<u>2,000,523</u>
Min Reserves - 20% Revenues	<u>750,326</u>	
Waiting for CIP Xfer to Fund 451	<u>2,053,339</u>	

March is 3 months of 12 25.0%

INTERNAL SERVICE FUNDS MONTHLY REPORT

(Budget Basis/Working Capital Basis)

MARCH

	2018 Budget Annual	2018 Actual Year to Date	%	2017 Actual Annual	2017 Actual Year to Date	%
EQUIPMENT RENTAL OPS						
Begin Fund Balance	348,332	369,196		365,810	365,810	
Revenues	482,673	125,594	26%	529,485	124,532	24%
Expenditures	515,142	110,041	21%	526,099	107,056	20%
Net Activity	(32,469)	15,553		3,386	17,476	
Ending Fund Balance	315,863	384,749		369,196	383,286	

EQUIPMENT RENTAL REPLACE

Begin Fund Balance	2,160,953	3,807,967		3,243,493	3,243,493	
Revenues	750,978	191,479	25%	957,987	229,764	24%
Expenditures	523,000	126,383	24%	393,513	217,610	55%
Net Activity	227,978	65,096		564,474	12,154	
Ending Fund Balance	2,388,931	3,873,063		3,807,967	3,255,647	

FACILITY MAJOR REPAIRS

Begin Fund Balance	189,491	192,667		90,776	90,776	
Revenues	522,258	27,954	5%	151,087	27,376	18%
Expenditures	473,013	1,590	0%	49,196	-	0%
Net Activity	49,245	26,364		101,891	27,376	
Ending Fund Balance	238,736	219,031		192,667	118,152	

COMPUTER REPLACEMENT

Begin Fund Balance	709,688	1,022,200		832,303	832,303	
Revenues	247,744	64,174	26%	479,821	107,979	23%
Expenditures	205,824	17,095	8%	289,924	148,539	51%
Net Activity	41,920	47,079		189,897	(40,560)	
Ending Fund Balance	751,608	1,069,279		1,022,200	791,743	

SELF INSURANCE

Begin Fund Balance	443,980	460,407		301,936	301,936	
Revenues	861,790	215,447	25%	884,010	223,678	25%
Expenditures	701,975	589,570	84%	725,539	612,318	84%
Net Activity	159,815	(374,123)		158,471	(388,640)	
Ending Fund Balance	603,795	86,284		460,407	(86,704)	

UNEMPLOY INSURANCE

Begin Fund Balance	413,174	437,457		369,825	369,825	
Revenues	68,682	17,898	26%	67,781	14,703	22%
Expenditures	30,000	-	0%	149	149	100%
Net Activity	38,682	17,898		67,632	14,554	
Ending Fund Balance	451,856	455,355		437,457	384,379	

March is 3 months of 12

25%

PARKS, RECREATION AND SENIOR SERVICES

Administration:

- City of Des Moines PRSS received two King County Youth and Amateur Sports Grants; Steven J Underwood Memorial Park *Play for All* Play Area Project - \$245,000 and Midway Park *Summer Fun in the Sun* Free Summer Playground Program- \$23,000.
- Long time Des Moines resident Michael G. Bundy donated his 1.8 acre farm located at 1616 S. 223rd Street to the City for use as a public park in perpetuity. Michael requested the park be named Mary Gay Park to honor the original homesteader. Staff toured the property and with the endorsement of the council, will have a sewer system installed and decommission the existing septic system. Staff will also seek bids to bring the property to a rentable status.
- An art jury was formed to evaluate the 24 sculpture gallery pieces submitted for the 2018 -2020 Art on Poverty Bay Outdoor Sculpture Gallery program. The jury members decided on 6 pieces to replace pieces at existing sites and 4 new pieces for the City Hall Plaza. Sculptures will be installed in May with the opening ceremony at the Marina on Saturday, June 2 at 11:00 am.
- City Departments are supporting a number of Airport Communities Ecology (ACE) Grants for projects located at Midway Park in the Pacific Ridge Area:

Midway Park Community Garden - PRSS and PW & Parks Maintenance staff collaborated with project organizer Alena Rogers to develop the project, layout the garden sites, prepare the grounds and to support the 20 volunteers that built the four raised garden beds and a trellis for vines during the garden construction project on March 10th. Additional sponsors of the project are Reach Out Des Moines, Des Moines Legacy Foundation and King Conservation District. An opening celebration will be held for the garden on Saturday, May 19th.

Farm Bot Project - PRSS and PW & Parks Maintenance Staff met with project organizers Andrew and Adam Powers with Key Tech Labs to layout the Farm Bot garden site that will be located near the existing Community Garden. The Farm Bot will be constructed by Pacific Middle School students in May and June and installed at Midway Park in June. Additional sponsors of the project are Reach Out Des Moines and Des Moines Parks, Recreation and Senior Services Department. An opening celebration featuring speakers and videos about the Farm Bot technology will be held on June 9th.

Community Engagement:

Volunteer/Committee Hours	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
DM Arts Commission	244				
Sr. Services Advisory Committee	5				
Human Services Advisory Comm.	12				
DM Lodging Tax Advisory Comm.	-				
KC Landmarks Commission	-				
Youth Sports Coaches	2,748				
Senior Services	1,648				
Parks Administration	259				
Total Volunteer/Committee Hrs.*	4,916				
Total Full Time Equivalents	2.37				

*Rounded to nearest whole number.

Recreation and Sports:

- Since the inception of our new Dash Online registration system (September 1, 2017) there have been 4,250 customer accounts created with over \$829,000 in total DASH revenue.
- Recreation revenue January-March = \$253,817.
- Youth Basketball ended in February with over 600 participants and 60 teams in 7 age divisions. All games were played in Des Moines over 10 Saturdays December-March.
- Youth Soccer started March 12th with over 350 registrations on 34 teams in 3 age divisions. The season will run through May 19th with games played in Des Moines on 8 Saturdays.
- 6 Break Camps were held at the Field House January-March with over 90 registrations.
- Over 300 children and their families collected over 3,500 eggs and prizes took pictures with our bunny mascot at our annual EggStravaganza event at the Des Moines Beach Park on Saturday, March 31st.
- Received a King County Youth and Armature Sports Grant in the amount of \$23,000 to help provide free summer programming at Midway Park for the next 2 summers.

Events and Facilities:

- Events and Facilities Staff attended the Seattle Wedding Show on January 13th and 14th. There were over 7,000 in attendance. This year had the highest attendance of the three years we have participated. Received numerous leads and have booked 6 weddings for 2018, 2019.
- The Tacoma Wedding show took place on March 24th and 25th at the Tacoma Dome Annex. Attendance was approximately 1,500 over two day. 8 leads with dates were secured. Nothing has booked to date. A lot of people were shopping for information for 2019 and 2020.
- Events and Facilities Staff has conducted 71 site tours for potential clients January through March of the Beach Park, Field House and Activity Center.
- Events and Facilities staff is scheduled to attend the Monthly Luncheon for Society of Government Meeting Planners on April 11, 2018. Cost for a non-member is 40.00 per person and 5.00 for a 2 minute discussion on our facilities.

Activity Center/Senior Services:

- The Senior Services Manager has attended several meetings regarding the King County Veterans Levey which includes substantial funds for senior centers. The county's goal is to make senior centers the key focal point for older adults for nutrition, socialization, exercise and mental health and housing support.
- Adults 65+ on Medicare with certain supplemental insurances associated with American Specialty Health began receiving free fitness class enrollment for Des Moines fitness classes. These include Enhance Fitness, Zumba Gold, Tai Chi and Yoga for Your Back.
- The suggested donation for the Catholic Community Services lunch program at the activity center was raised to \$4 beginning January 2018. This is the first suggested donation increase in nine years for this important program.
- Des Moines Legacy Foundation hosted the first Not Your Grandma's Bingo on Friday, March 23, 6-9pm at the activity center. It was a sellout crowd of one hundred and fifty, raising \$4,491. For the senior center and the "No Kids Left Inside" Des Moines Legacy Foundation playground challenge.
- Funds from the estate of John Eastman purchased the following items for the activity center: power point projector, audio visual cart, coat rack, new safe, 2 portable AED's, New bus keys, new computer keyboard, grab bar for the new bus, printing of the city community services directory, new office printer, new running board for the bus, Bluetooth remote for the sound system, portable microphone with p.a. sound belt, new display table, three new portable bus steps, replacement refrigerator shelves, and a reader board remote.

Seniors/Activity Center	1 st Qtr.	2 nd Qtr.	3 rd Qtr.	4 th Qtr.	YTD
Meals Served	2,264				
Fee Program Attendance	1,779				
Drop In Attendance	2,249				
Consultation Services	606				

City Council Committee Reports:

Des Moines Arts Commission

Met on Tuesday, January 9, 2018

Meeting discussion:

The commission welcomed new members and networked to get to know each other. They reviewed the Mission/Vision from 2017 as well as past goals set by the prior arts commission. The budget that was put together for the 2018 season was presented and annual projects were discussed.

Met on Tuesday, February 13, 2018

Meeting discussion:

Alex Heindel Senior Project – proposal presented and sponsorship approved for senior project. Commission sponsoring use of Founders Lodge and Meadow. All expenses to be paid by 4Culture Grant that Alex applied for. Sheri, the arts commission chair wrote him a letter of support to send to 4Culture with his application.

Art on Poverty Bay – Fred Andrews reported 24 proposals had been submitted from 12 artists in response to the call for entries. Ten pieces selected by the jury committee. Seven locations for sculptures are currently available, and there will be four new pieces located in a sculpture garden to be created outside of Des Moines City Hall pending approval from The City of Des Moines.

Wine and Art Walk: was discussed and commissioners were assigned to local businesses

- Auntie Irene's – Clark
- Madi's – Andrews
- Waterland Arcade – Fannin
- B & E Meats – Sisavetdy
- Lighthouse Lounge – Verburg
- John L. Scott – Williams
- Floater – Fawcett and/or Kirchberg

Arts Gala: Patricia reported that the committee had met and discussed some changes that would be made, including changes that would be made to signage at the event to help clarify the various auction sections. A save the date announcement will be going out. The next meeting is scheduled for January 26.

Met on Tuesday, March 13, 2018

Meeting discussion:

The commission discussed the marketing plans for 2018. Web site proposals were reviewed and discussed. The Marketing committee would like to rebuild the current web so it is more relevant.

The new Vision and Mission that was created during the annual retreat were reviewed discussed and finalized. All goals were detailed and approved via vote as well.

Three proposals were discussed for a total web site re-design. The commission reviewed all of the companies and past sites that had been designed. There is no budget for the web site currently. The commission will discuss the re-appropriation of funds to accommodate this expense.

Human Services Advisory Committee

Met on Thursday, February 16, 2018

Meeting discussion: Presentation by the Multi Service Center, status of committee vacancies, additional funds to reallocate from Sound Mental Health declining the funds for 2018, 4th quarter agency reports, selection of 2018 agencies to liaison and choose next agency presentation to the committee.

Met on Thursday, March 26, 2018

Meeting discussion: Presentation by Hospitality House, status of committee appointments (Mayor has questions), overview of the 2019/2020 application process, overview of online www.share1app, schedule next agency presentation to the committee.

Senior Services Advisory Committee

Met on Thursday, February 8, 2018

Meeting discussion: approval of December minutes, METRO Community Connections presentation from Normandy Park, 2017 goals accomplished, 2018 goals review, HYDE Shuttle update, committee vacancies update, committee retirement thanks to Dr. Barbara Reid and Jeanne Serrill.

Des Moines Lodging Tax Advisory Committee (DMLTC)

Did not meet during the first quarter of 2018

Des Moines Landmarks Commission

Did not meet during the first quarter of 2018

POLICE DEPARTMENT

Police Department 1st Quarter 2018

- Entry Level Officer Austin Arneberg hired effective 01/16/18. He started the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy on 02/21/18.
- Lateral Officer Tim Millard hired effective 02/01/18.
- Assistant Chief Bob Bohl retired effective 02/01/18.
- Officer Courtney Duncan awarded her Master Police Officer effective 02/16/18.
- Coffee with a Cop on 02/21/18 at Wesley Terrace and on 02/28/18 at Wesley Gardens.
- On 02/16/18, officers responded to Highline Community College for reports of a shooter on campus. Were never able to locate a shooter or victims on campus. Believed to have been an illegal discharge off campus.
- On 02/20/18, Commander Mike Graddon gave a presentation at the Des Moines Activity Center titled "Opioid Abuse, Straight to the Point".
- Master Sergeant Paul Guest retired effective 03/01/18.
- On 03/01/18, Doug Cetina graduated from Washington State Criminal Justice Training Commission Basic Law Enforcement Academy.
- On 03/22/18, Doug Cetina was terminated from department.
- On 03/31/18, Master Police Officer Bob Crane retired.
- During the first quarter we have had two officers on light duty. One from a work related injury and the other a non-work related injury.
- For a portion of the first quarter our Animal Control Officer Magnuson was also out on a medical issue and afterward was on light duty for several weeks. She is now back to full duty.

CRIME STATISTICS

Quarterly Totals

Offense	2017 1st Quarter Totals	2018 1st Quarter Totals	2018 1st Quarter Percent Change
Homicide	0	0	0%
Sex Offenses	10	13	+30%
Robbery	14	12	-14%
Assaults*	55	53	-4%
Burglary	34	35	+3%
Larceny*	146	153	+5%
MV Accidents	76	79	+4%
MV Thefts	66	56	-15%
Arson	2	3	+50%
Moving Violations	753	738	-2%
School Zone Photo Enforcement	940	990	+5%
Red Light Photo Enforcement	11,146	5,087	-54%
Officers Assaulted	0	2	0%
Adult Arrest	62	55	-11%
Juvenile Arrest	5	2	-60%
Calls For Service	4,287	4,352	+1%

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

MARINA

Marina Operating Fund Redondo Zone Waterfront Zone

Capital Projects

Pay Parking In the Marina & Beach Park

During 1st quarter the Marina staff began working on the 227th Street improvements that were needed to complete the Pay Parking Project. The improvements include a new sidewalk, barrier wall and planter area on the north side of 227th Street, removing and replacing the median island curbs and landscape areas and adding large planter boxes to the south side of 227th Street to isolate the restaurants parking lot from the roadway. The staff expects to finish the improvements before June 1.

Marina Revenues

1st Quarter Revenues

	January	February	March	1st Qtr. Total 2018	1st Qtr. Total 2017	Percent Change
Fuel Sales	\$ 18,335	\$ 19,880	\$ 46,800	\$ 85,015	\$ 70,514	21%
Guest moorage	\$ 3,110	\$ 2,162	\$ 3,525	\$ 8,797	\$ 6,891	28%
Parking	\$ 10,949	\$ 15,328	\$ 17,518	\$ 43,795	\$ 4,560	860%
Permanent Moorage	\$ 189,925	\$ 189,380	\$ 222,866	\$ 602,171	\$ 559,532	8%
Dry Sheds	\$ 13,970	\$ 14,538	\$ 14,615	\$ 43,123	\$ 41,998	3%
Lease Revenue	\$ 13,688	\$ 13,688	\$ 11,338	\$ 38,714	\$ 38,273	1%
Total Revenue	\$ 249,977	\$ 254,976	\$ 316,662	\$ 821,615	\$ 721,768	14%

Overall, Marina revenues are up about 14% over the same period last year. Several factors contributed to the growth in revenues including a general rate increase that took effect on February first, higher fuel prices, increased participation in the seasonal five month pre-paid moorage program and most significantly, the addition of paid parking in the Marina.

Seattle Boat Show

In January the Marina staff participated in the annual Seattle Boat Show. Some club visits were booked and reservations for seasonal moorage were taken. In general the reports from the show were good and most industry analysts are predicting continued growth for recreational boating in the Puget Sound region.

Public Works & Community Development Department

Capital Improvement Projects

Marina North Bulkhead Replacement Project

The City and Exeltech Consulting has completed geotechnical investigations, site survey and bathymetric surveying. Current work includes the development of project phasing strategy, urban design review, and restroom architecture alternative analysis. The project will most likely be broken out into the following phases: North Bulkhead, West Bulkhead, South Bulkhead, Breakwater, Restroom Replacement, and Dredging. The team is also reviewing potential grants that could be applicable to one or all phases of work.



Lower Massey Creek Channel Modification Project

The project is complete. All plantings under warranty that did not survive have been replaced by Buckley Nursery. TetraTech prepared a re-planting plan for the “triangle” area east of Taco Time that has been now been approved by the Department of Ecology. Due to concerns of a high ground water table and prolonged soil saturation effecting the plantings, the proposal is to return the triangle area to a grass condition similar to the way it was before the project keeping the berm areas adjacent to the creek as the project mitigation area. Buckley Nursery has provided a quote for the re-plant work and two years of invasive weed control. The re-plant work will occur this fall.

Transportation Gateway Projects

S 216th Street Segment 3: 11th Avenue S to 20th Avenue S

Staff completed preliminary design including environmental review and finalization of a Right-of-Way plan. Staff sent notices to all owners illustrating impacts of the project and how the improvements will align and mesh with their properties. A Right-of-Entry and temporary construction licenses were requested. Following a public open house in June, 2017, a drop-in session was held on December 11th inviting property owners to meet with City’s special project manager, KPG project engineer and the Right-of-Way agent. Issues raised during the session focused on how to match improvements with adjoining properties and no objections to the project have been noted.

A recommendation was prepared for the Council to adopt the Right-of-Way plan and authorize consultant support to proceed with property acquisition (approved on January 11, 2018). Upon execution of agreements with utilities to underground overhead wiring and acquisition need right-of-way, the project is expected to go to bid in November, 2018 with a request for Council to authorize construction in 2019. The project will complete the missing link of improvements between SR99 and Marine View Drive including, but not limited to continuous curbs, gutter and sidewalks; a three lane roadway with bicycle lanes, a dual left turn lane and with planter strips and medians in select locations; underground utilities, storm drainage improvements and crosswalks marked with rectangular rapid flashing beacons.

South 239th Stairs – Overlook Platform Steel Connection Replacement

To help extend the service life of the South 239th Stairs, the City has completed replacement of the structural steel connection elements of the platform to withstand the corrosive nature of saltwater.

24th Avenue South (S 224th St to S 227th Pl)

The 24th Avenue Sidewalk project is currently in the preliminary engineering phase, but has been placed on hold. The project team is evaluating the project and the entire 24th Ave South corridor from South 216th Street to Kent-Des Moines Road to fully understand complete build-out and potential grant opportunities to maximize return on investment. The corridor study will be complete summer 2018.

Pavement Management Program

South 223rd Street – Pavement Rehabilitation Project

The City has awarded the pavement rehabilitation project to Scarsella Bros., Inc. after a successful public bid opening. Work is anticipated to occur May thru August and will include intermittent full roadway closures with appropriate detours in place. Roadway resurfacing will be completed from Marine View Drive to 24th Ave S. As part of the pavement work, highline water district will be replacing their water main from approximately 16th Ave S to 24th Ave S.



Barnes Creek/Kent-Des Moines Road Culvert Replacement Project

Council approved a Task Assignment with TetraTech Engineers to prepare the project design for replacing the dilapidated culvert located below Kent-Des Moines Road at approximately 13th Avenue. The project design has been placed on hold pending a meeting with WSDOT on the schedule for replacement of this culvert. This culvert is one of several hundred culverts that are required to be replaced by WSDOT by March 29, 2030 in accordance to an injunction of a U.S.

District Court ruling that state-owned barrier culverts under roads are a violation of Tribal Treaty Rights. The state has now appealed the case to the U.S. Supreme Court. While this culvert is not on WSDOT's current replacement list through the 2019-2021 biennium, WSDOT concurs with the 2015 condition/fish assessment report made by TetraTech. Staff met with WSDOT to discuss the schedule and potential partnership for the replacement of this culvert. Both parties agreed that the culvert should be replaced and WSDOT has proposed a 50/50 cost split for the project. A Local Agency Agreement for the project design and permitting is scheduled for Council approval for the April 12 meeting. If approved, design work will start this year with construction anticipated in 2020.

Deepdene Plat Outfall Replacement

Following heavy rains early this year a landslide developed at the 260th storm outfall to Puget Sound. City crews made a repair to the outfall and engineering staff will be monitoring the temporary work until the pipe is permanently replaced. Staff has also met with the adjacent property owners to determine if there is any interest in partnering in a pipe repair/slope stabilization project. HWA GeoSciences was hired to re-evaluate the outfall area. In response to the recommendations from the report, City maintenance crews extended the temporary outfall pipe to the beach. While no interest from the community has been expressed for doing a joint project, the property owners has agreed to cooperate in providing access the site to allow the City to replace its pipe. A scope and fee from TetraTech for the design of project is currently being reviewed by City staff. Construction will most likely take place in the summer of 2019 after obtaining the required permits for the project.

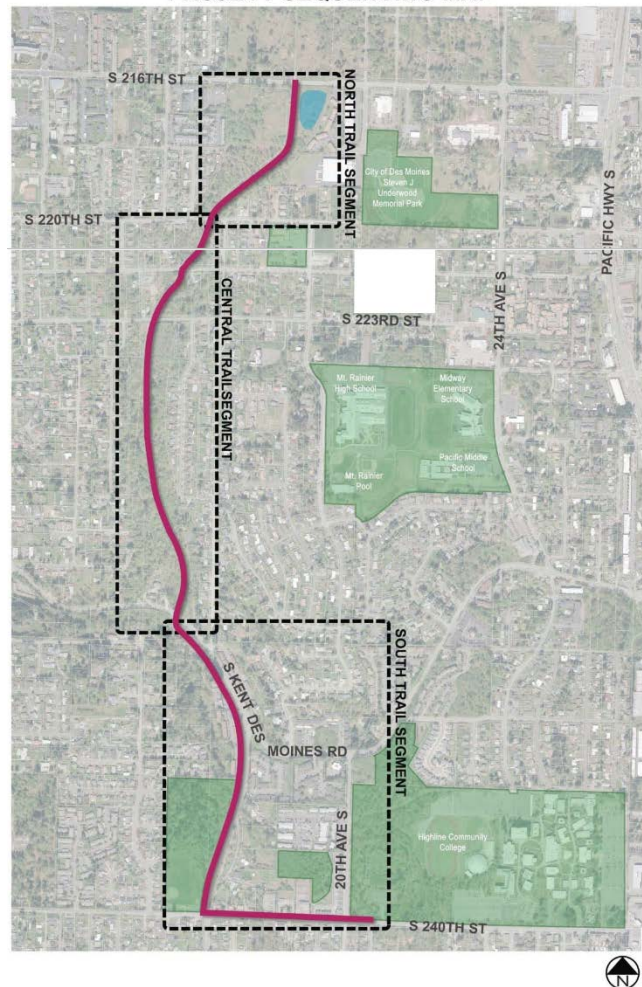


Barnes Creek Trail

The City and consultant, KPG, are continuing efforts to complete 85% design and NEPA permitting for the Barnes Creek Trail. Additionally, this project has been broken down into three distinct phases within the City's Transportation Improvement Plan (TIP). This will help the project move forward with future phases of work such as construction, position each project for competitive grants, aid development coordination with adjacent properties, and allow for logical project termini. The City is also coordinating design efforts with the South 216th Street – Segment 3 project near the intersection of 18th Ave S & S 216th Street to ensure proper trail crossing. It is anticipated that the South Trail Segment will be pursued for construction first.

The City is currently preparing for a PSRC FHWA grant application to include the ROW acquisition required for the entire project. Application are due May 2018.

PROJECT SEQUENCING MAP



ADA Transition Plan

Continuing efforts to develop an Americans with Disabilities Act Transition Plan to ensure equal access to public programs, services, and facilities, the City has conducted a public open house, initiated an online survey, field surveyed sidewalks, and developed an outline for the final Transition Plan document. Evaluation of City programs, services, and buildings have occurred and a draft Transition Plan is expected to be complete early 2018. The plan will ultimately document ADA deficiencies and identify strategic actions moving forward to mitigate these issues.



South 251st Street Landslide

The construction of the permanent S 251st Stormwater Outfall has been awarded to Road Construction North West and is set to begin and be completed summer 2018. A task assignment with KPG has been approved for the construction management services on this project.

The temporary outfall was installed after heavy rains in 2015 caused landslide repair work made on South 251st Street in 2014 to become unstable and undermine the stormwater discharge diffuser which threatened to undermine the retaining wall supporting the road and utilities.

The project will permanently stabilize and replace the temporary outfall. The permanent design includes removing the temporary outfall pipe, construction of an outfall energy dissipater from quarry rocks, installation of a new outfall pipe with quarry spall bedding, and placement of quarry spall for slope protection.



Des Moines Street Standards

The City is currently updating its street standards and expects to be complete early 2018. The existing street standards were approved in 1996 and are in need of a substantial update. Staff will be working with a consultant, Parametrix, to make needed changes to a number of items within the street standards including: policy updates, code updates, standards related to Low Impact Development, and standard details.



Picnic Shelter/Restroom Rehabilitation

Argosy Construction began work in October 2016 on this project. The project is physically complete, and has been reopened to the public for use. We are working on project closeout.



Parkside Park Renovation

The design scope of work by consultant (The LA Studio LLC) is being modified slightly to reduce construction costs. We advertised for bids again in March 2017. Work will begin in August when the ground has dried up, and will be completed by the end of November 2017. Working with Ecology on contaminated soils remediation.

Field House Tennis Court

This project was placed on hold in 2016, and is scheduled to be completed during 2017.

Engineering Standby Generator

This project was completed at the end of 2017. The generator is tested electronically each week and has already been put into play on one occasion. The old gates to lock the yard have been removed and re-landscaping of the area will take place this summer.



Sound Transit FWLE Project

Staff continued to work with Sound Transit on the 30% design submittal. Staff attended a coordination meeting with Sound Transit and Highline College to discuss improvements to South 236th Lane. Staff also attended a meeting with the City of Kent to discuss design alternatives for Pacific Highway South, and the timing of those improvements with pending development – i.e. Highline Place. Staff is currently working with Sound Transit staff on the development of a draft term sheet that will outline project achievements to date, and layout our work program for 2018 as we move towards the creation of a development agreement with Sound Transit.

Metro Community Connections Pilot Project

The City partnered with King County Metro (Metro) to provide public transportation between the downtown Marina District, Des Moines Creek Business Park and the Angle Lake Station. Metro selected the City for implementation of a pilot project that will employ alternative, flexible service that will improve connections between these local activity centers and the region. A stakeholders group of major employers was formed, a needs assessment was conducted and the results were presented at the June 27th meeting hosted by Wesley Homes. A Four major areas of need were identified: provide connections to regional transit system, provide options for those who do not or will not use cars, provide flexible and safe options for employees who work off hours; facilitate getting around during the work day without own car.

The first element of the plan, implementation of a shuttle between the Angle Lake Station and downtown Des Moines was announced at the Gateway Celebration on October 17, 2017. Soft launch of peak period service was scheduled for January 29, 2018.

SR 509 – Puget Sound Gateway Project

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

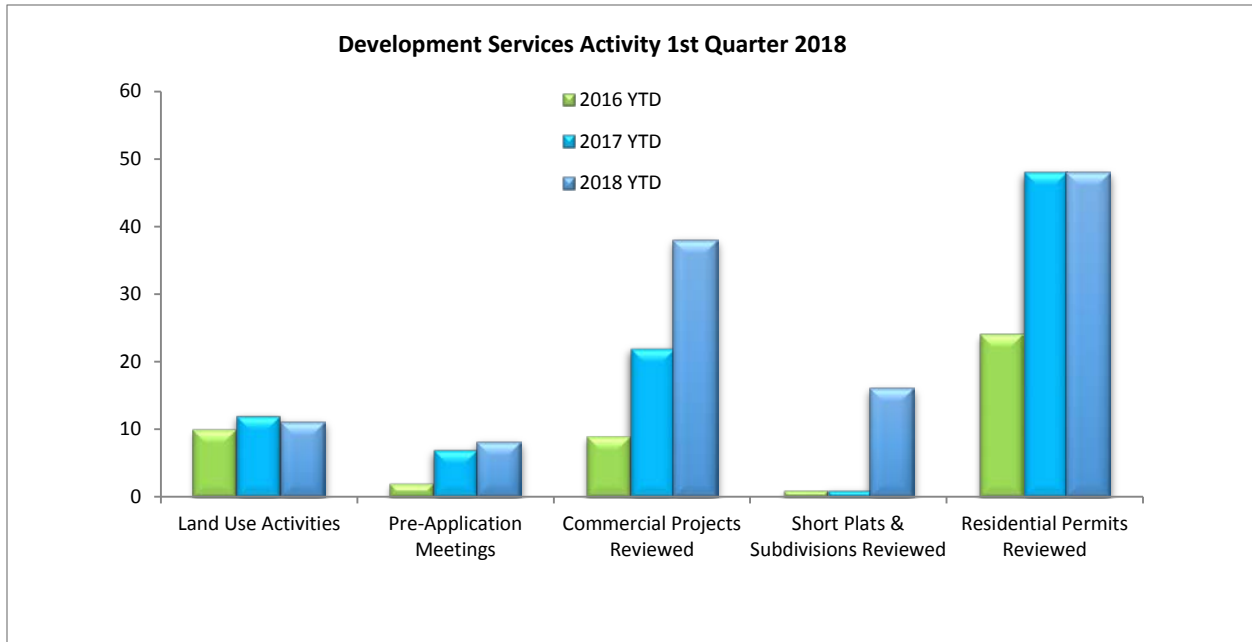


Community Development

Planning, Building, and Development Services Division

As shown in the chart below, commercial and residential project reviews are at exceptional levels. In the first Quarter of 2018, the Planning Division completed 94 project reviews of which 38 were commercial, 48 were residential and 8 were short plats. In addition, the Department held 8 pre-application meetings and received 11 new submittals.

For more details on specific land use projects, see **Attachment 1** at the end of this report.



Planning Projects

Shoreline Master Program Periodic Review: A periodic review of the Shoreline Master Program (SMP) is required pursuant to State law (Chapter 90.58 RCW and Chapter 173-26 WAC). A scope of work and schedule to complete the review and update of the SMP has been developed. Staff is working on the application process for acceptance of grant monies. Briefings to the City Council Environment Committee and Economic Development Committee are scheduled in April.

Sound Transit Federal Way Link Extension: Staff continues to meet regularly with the Sound Transit team related to the permitting process, development and transit way agreements, and code requirements.

Essential Public Facilities Code Amendments: Council approved the Essential Public Facilities ordinance after the close of the continued public hearing on March 22, 2018. The ordinance has been codified, and is now available on-line incorporated into the Des Moines municipal code.

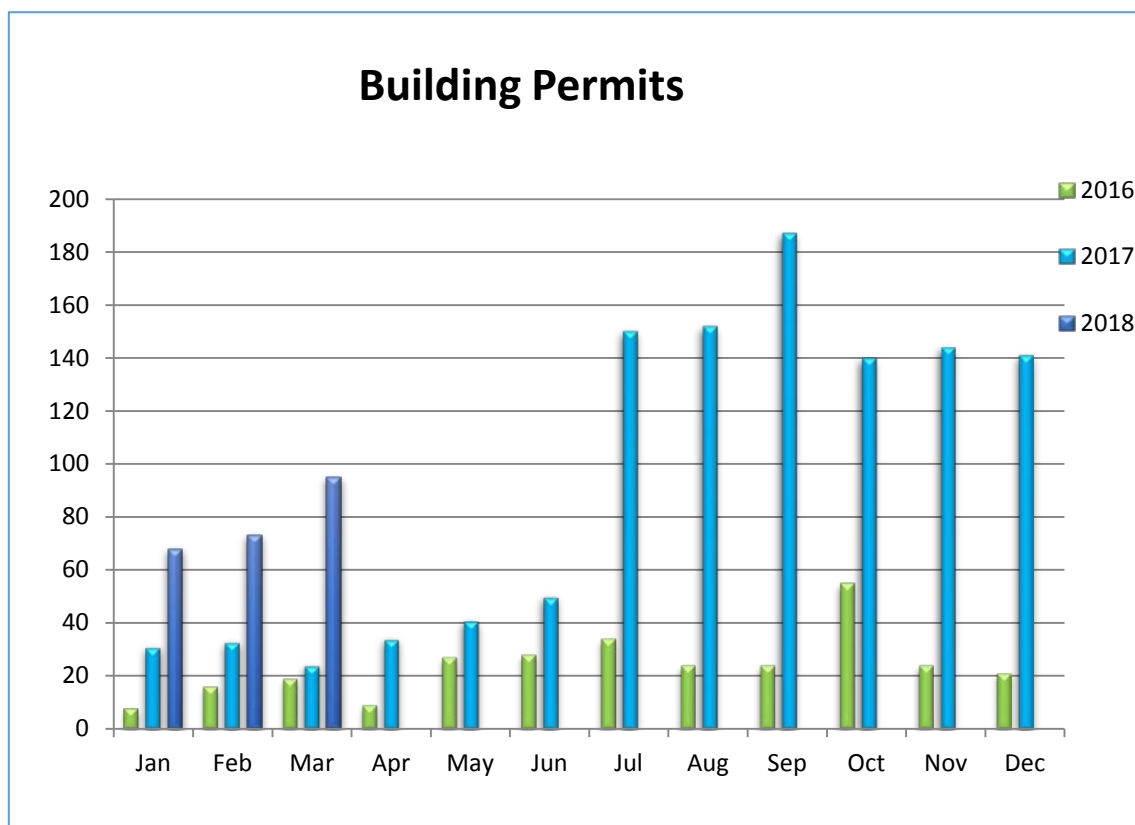
Marina Redevelopment: The consultant team is working on Phase II of the Marina redevelopment project, with support from staff. Their work will utilize the community input from a very successful open house held on October 17, 2017 on a donated Argosy boat docked at the Marina. Just under 200 people from the community provided input at this event related to potential Marina redevelopment, expressing preferences for uses such as restaurants and retail shops, and their potential locations.

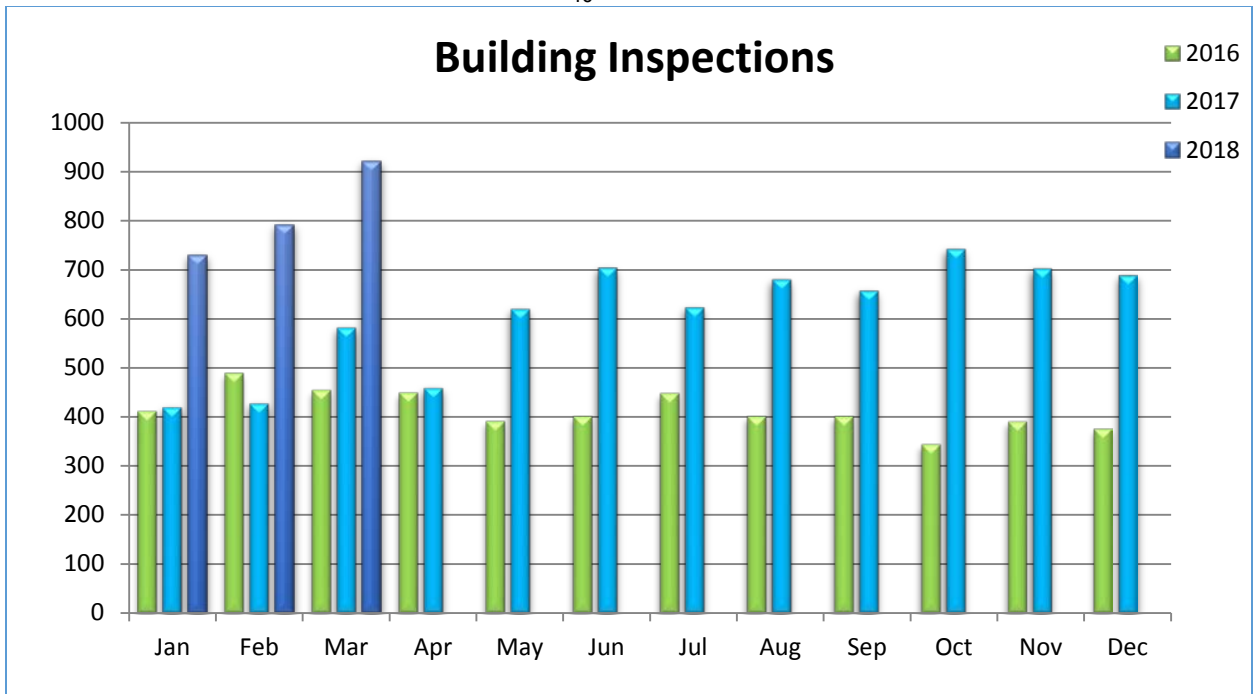
Sustainable Airport Master Plan: Community Development staff continue to monitor planning work and participate in discussion and consultant selection with the City Managers and Environmental Officials from neighboring cities related to a collaborative response to the environmental review of the Sustainable Airport Master Plan. Additionally, staff provided support for the City's Aviation Advisory Committee and City discussions with the Puget Sound Regional Council related to siting of a second airport.

Institutional Campus (I-C) zoning changes: Staff are working on potential code amendments for the I-C zone. Input has been obtained from Wesley, Judson Park, and Highline College, as well as the Landmark on the Sound purchaser. A discussion on these potential code amendments is scheduled for the Council Economic Development Committee on April 26, 2018.

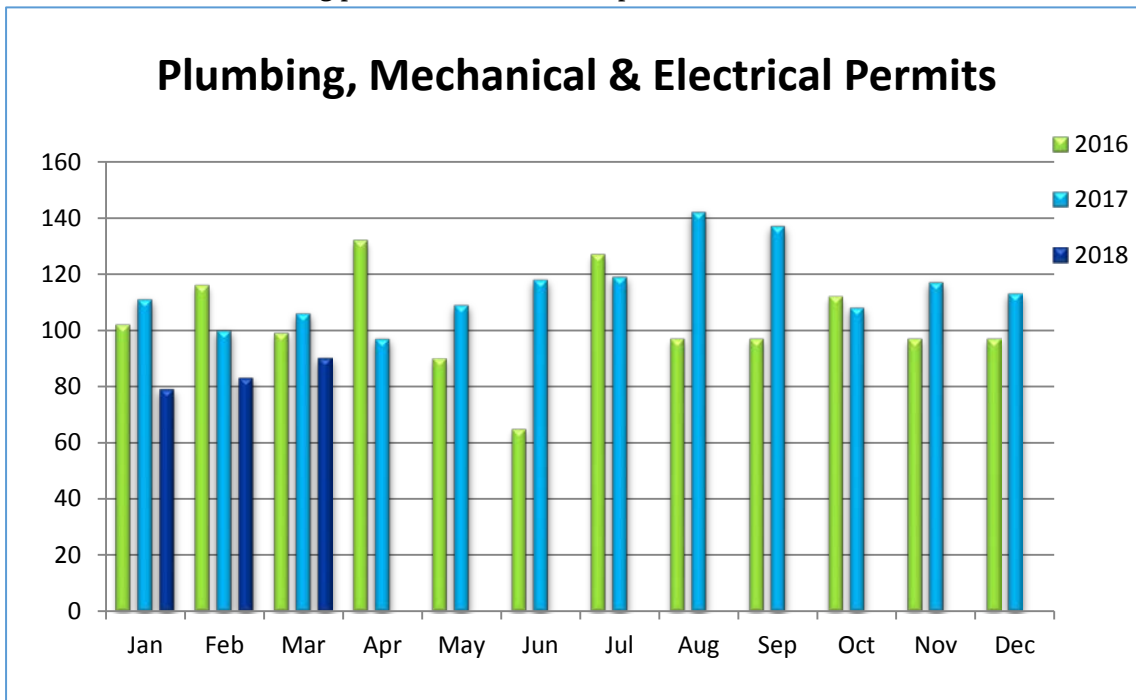
Building Division

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





- In the first Quarter of 2017, the Building Division issued 488 permits: 236 Building permits and 252 Electrical, Mechanical and Plumbing permits. The PBPW Department received \$1,240,975 in revenue and



processed \$1,834,036.31 in total City receipts. Building Division's portion of PBPW revenues for this period was 81.7% (\$1,014,133), the Planning Division's portion was 5.7% (\$71,618), and the Engineering Division's portion was 12.6% (\$155,222). The total permit valuation for this period was \$67,672,708.33.

- During the 1ST Quarter of 2018 Permit Staff issued 186 online permits out of a total of 554 BLD permits issued (Building, Electrical, Mechanical and Plumbing). The online permits are limited to residential permits

that do not require plan review. There were 250 total non-plan review permits (both over the counter and online) issued in the 1ST Quarter.

- 1ST Quarter online permits = 38% of all permits. Online permits = 74% of all non-plan review permits.
- For the first quarter of 2018, some interesting statistics were:
 - There were 573 applications submitted and processed, including building permits, land use activity permits, and fire permits.
 - There were 801 plan reviews conducted with comments
 - There were 2441 field inspections conducted
 - There were 657 business license applications; 127 new and 530 renewals.
 - Total revenue for business licenses - \$72,225.00.
- Total Public Records Requests were reported in a chart earlier in this report. Some of those records requests are processed by the Building Division, in assistance to the City Clerk. During the 1ST quarter of 2018, Building Division staff received 19 new public records requests in addition to 8 cases open from earlier and spent 85 hours to provide service. 23 cases were closed during the quarter and 4 are still active.
- Our permitting software, PermitTrax, allowed us to begin receiving and issuing online permits in September 2013. Online permits take about the same amount of time to process as Over-the-Counter permits that are presented in person. But permitting staff can organize their work more effectively by choosing when they will process the permits without applicants waiting at the counter for them.

Building Construction Highlights:

Adriana Mixed Use Project, 22525 7th Ave S:

The Adriana received a Temporary Certificate of Occupancy on December 30, 2017. The completion date for this project is now anticipated in April-May of 2018.

Des Moines Creek Business Park: Phase 4 (21202 24th Ave S-BLDG A & 21402 24th Ave S-BLDG B):

Phase IV of the Business Park consists of two warehouse buildings. Bartell's will occupy the entire 4-A building. The tenant for Building 4-B has not yet been determined. Both of the buildings are well under construction, with the Bartell's building nearing completion over the next couple of months. Bartell's has received a Temporary Certificate of Occupancy for a large portion of the warehouse.



The Waterview Crossing Project:

The Waterview crossing project, located at 21800 Pacific Highway S, consists of a new, nine-building, mixed use development. Land clearing and grading, road and utility work, construction of the storm water pond, and the foundation for two of the nine buildings is well underway. The picture below represents a southwesterly view from the northeasterly corner of the project.



Wesley Homes Project: The Wesley Gardens property, located to the west of City Hall at 815 S 216th, is under construction as the second part of the first phase of this 5-year facility replacement project begins in earnest. Construction on the 32-unit “Brownstone” structure that borders S 219th is moving at a fast pace. The wood-framed sections of that building are shown in the following pictures.



Highline Place, 23609 Pacific Highway South: This project is now well underway. Charter Construction is working on all elements of the interior, along with the exterior envelope, as is represented in the picture below.



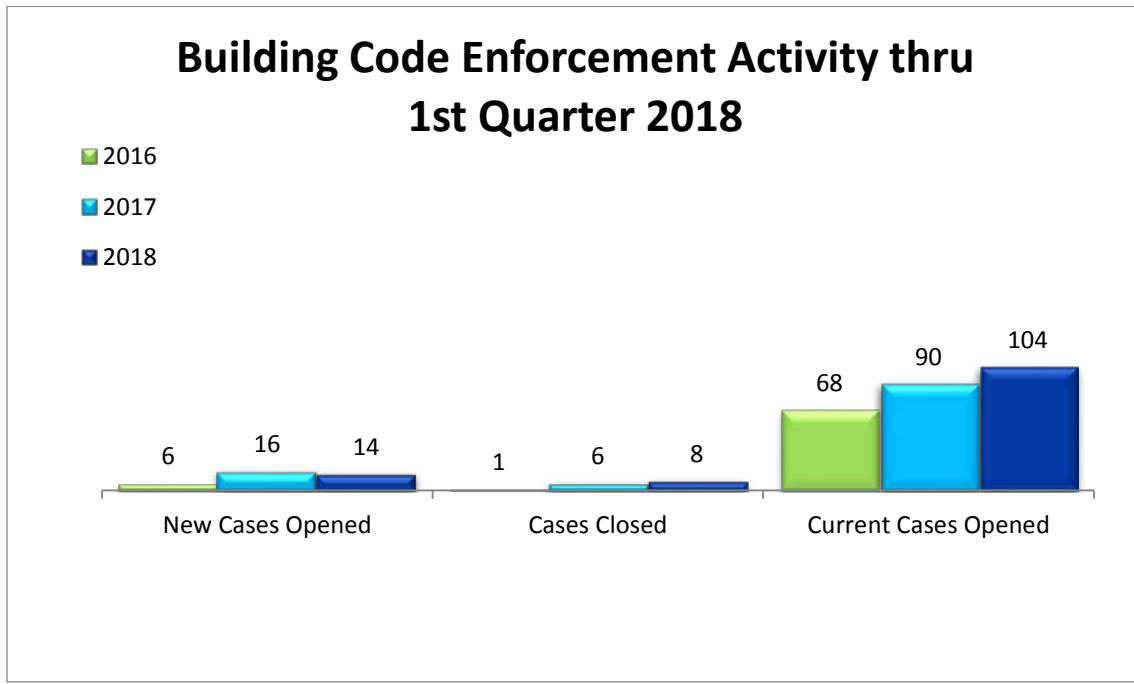
Highline View Estates, S 240th:

This 24 unit Single Family Residential project is moving along quickly. Homes are being completed at a rate of one to two units per month.



Building Code Enforcement

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



Engineering Services Division

Traffic Engineering and Operations

Street Lighting

PSE has completed Phase I and Phase II of the "Pacific Ridge Streetlight Improvements" project.

Traffic Calming

Staff has concluded approximately 30 speed studies City-wide. Locations have focused primarily on neighborhood collector roadways that currently have limited traffic calming features present. Results from this speed study will help Staff identify any traffic calming measures for future implementation. Staff will present recommended locations for radar feedback sign installation to the Transportation committee in May 2018.

Red Light Running Automated Enforcement

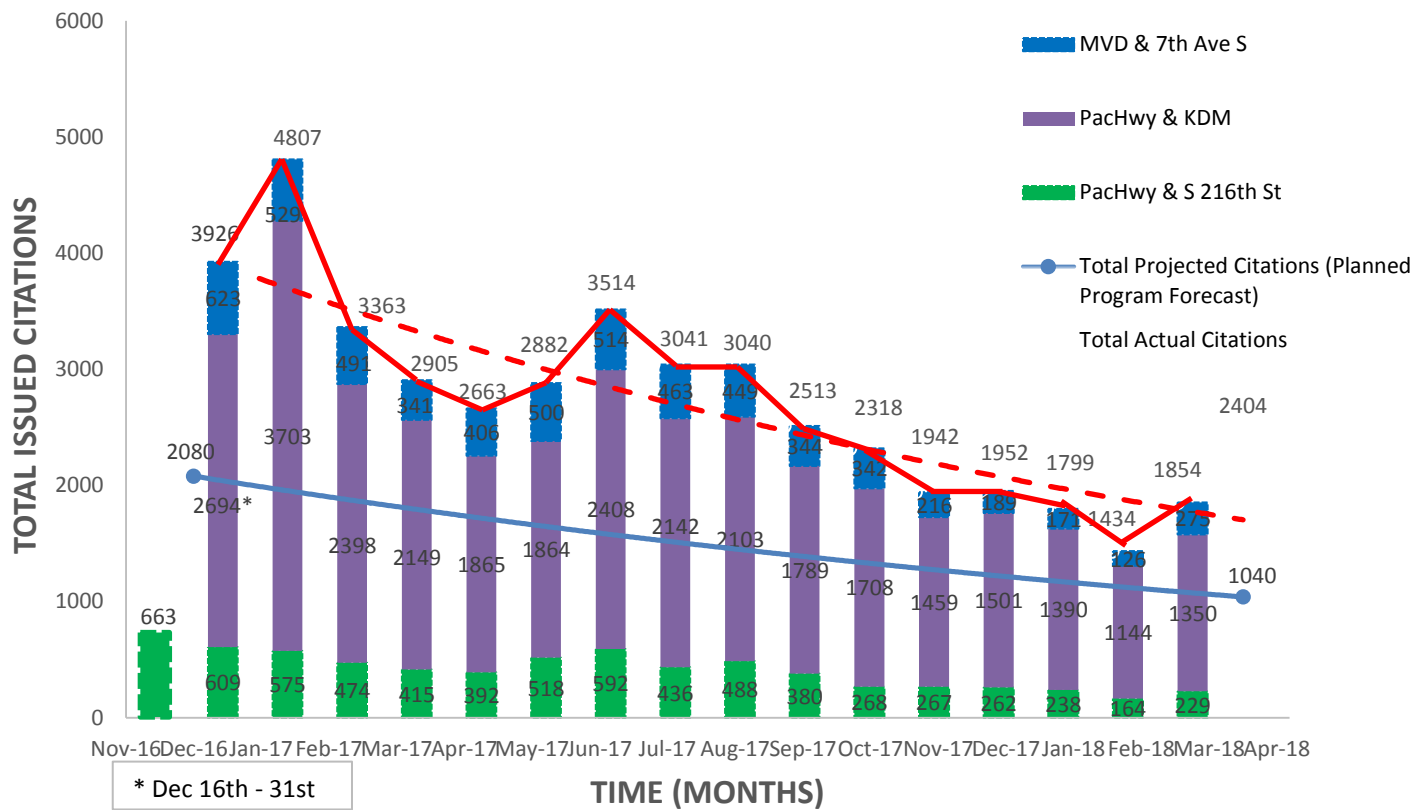
The Automated Red Light Running Enforcement program was approved by the City Council on April 7, 2016. In the action, the City Council directed staff to enter into a contract with ATS (vendor) to install six locations for enforcement. The primary purpose is to increase vehicle stopping compliance at intersections in an effort to improve safety. While visible flashes from the cameras occur



frequently, a commissioned Des Moines Police Officer reviews video for potential infraction before a citation is issued. Those six locations are:

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

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



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

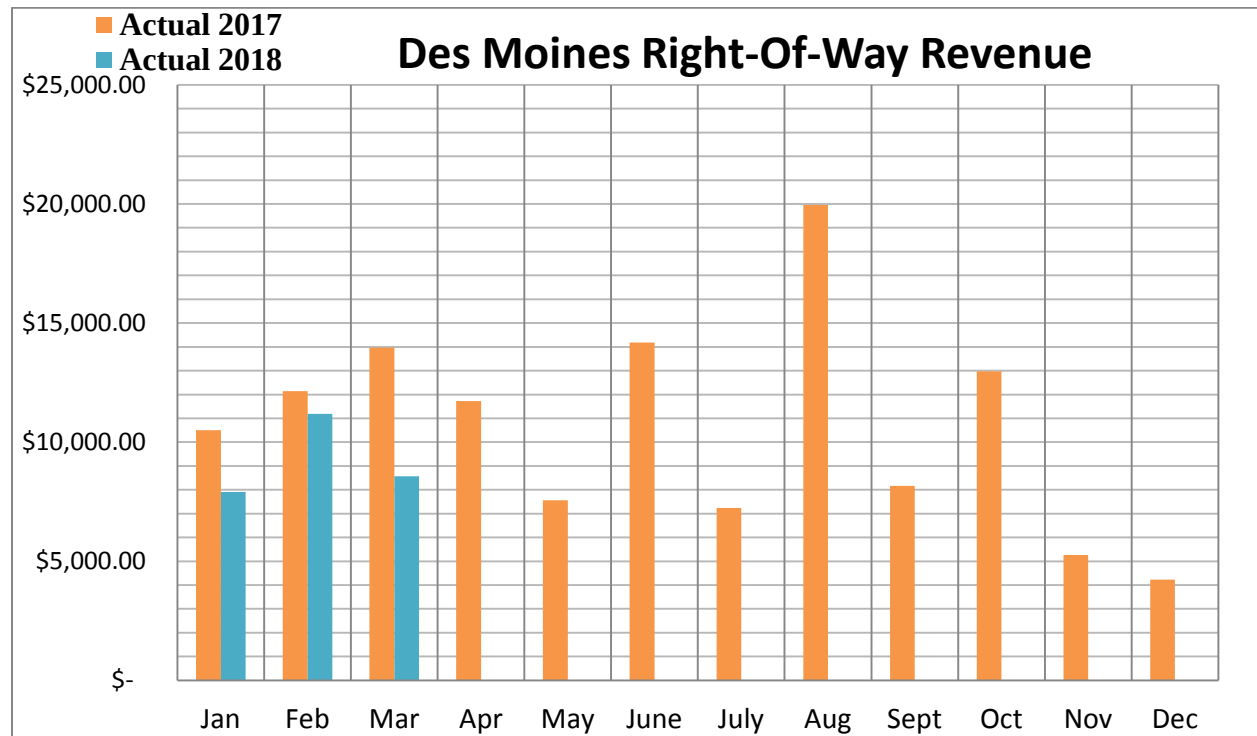
For further information, please see the Traffic Camera Program on the City's website.

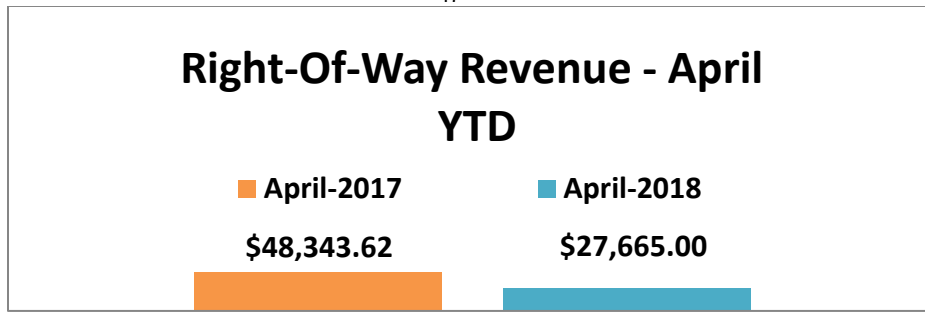
School Safety

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

Civil Engineering Services

Right-of-Way Use Permits and Inspections: Fifty-three (53) Right-of-Way permits were processed by the end of the 1st Quarter with \$27,665.00 in fees.





Right-of-Way Coordination Activities:

Ongoing projects in the right-of-way are Pacific Heights, Des Moines Business Park, Pinnicals, Highline View Estates, Water View Crossing, and various utility projects including Highline Water Districts water main replacement projects on 14th Avenue South and S 232nd, 16th Avenue from KDM – S 240th Street.

Citizen Correspondence and Interaction:

Staff received the following requests from citizens in the 1st Quarter of 2018:

2018	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Signs/Traffic Operations	10			
Vegetation/Tree Concerns	15			
Pot Holes/Roadway Surface/Clean up	10			
Traffic Calming	5			
Transportation Benefit District	25			
Misc. (garbage, animals, catch basins, sidewalks, etc.)	10			

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

Following is a summary of the On-Call Engineering Services task order assignments for 2018 through 2019:

Consultant	Task Number	Description	Amount
AMEC			
BergerABAM			
Exeltech			
HWA Geo.			
KPFF			
KPG	1	216 th Gateway Seg 3 – ROW Acquisition	\$78,157.58
	2	S 251 st Storm Outfall – Bid Services	\$5,583.47
	2A	S 251 st Storm Outfall – CM Services	\$51,524.14
Parametrix			
Tetra Tech			

Surface Water Management (SWM) Division

NPDES Permit Activity

The new Western Washington Phase II Municipal Storm Water Permit became effective on 8/1/13. The 2013 permit contains significant changes including increases in monitoring, inspection, and maintenance requirements; and the addition of low impact development requirements. The NPDES permit has been extended through 2019 and preliminary drafts of the next permit have been issued for comment. The most notable highlights of the new permit include the addition of business outreach inspections, mapping outfalls, and uniform spill response forms.

Public Education, Outreach, Involvement, and Participation

The City is looking to continue its partnership with Environmental Coalition of South Seattle (ECOSS) to help educate, train, and deliver free spill kits to Des Moines businesses in 2018. In 2017 ECOSS visited 18 new businesses and completed many follow up to businesses they have visited in the past. “ECOSS” is a nonprofit organization that encourages urban redevelopment and a healthy environment by providing education, resources and technical assistance to diverse businesses and communities in the Puget Sound region (www.ecoss.org).

The City is continuing its partnership with the other Cities in the Highline School District to hold a 2-day stormwater festival at the Des Moines Beach Park for 6th



grade students in the spring of 2018. A \$152,000 grant was awarded for this project.

In 2018 the City plans to participate in the regional Puget Sound Starts Here TV commercial campaign kicking off in May 2018. In past years, Puget Sound Starts Here month has been celebrated with the Mariner's Game; this commercial series would air in lieu of the game, in effort to increase awareness across a broader, larger audience. The proposed commercial campaign offers jurisdictions an easy, efficient way to participate in PSSH Month, one with measurable outcomes based on reach and impressions. The series is comprised of three commercials, each targeting a different BMP: car leaks, pet waste, and garden chemicals. These BMPs were chosen after a STORM membership survey conducted earlier this year, which found that jurisdictions were most interested in addressing these BMPs.



Illicit Discharge Detection and Elimination (IDDE)



Residents are directed to call 206.870.6869 to report discharges or spills. Residents may also call the Police non-emergency number at 206.878.3301 during times that City Hall is closed. During the months of January, February, and March there were nine spill responses to report, with a total of nine for the year.

Poverty Bay Shellfish Downgrade

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

King County has finalized a proposed boundary for a shellfish protection district and legislation has been submitted to the County' Council for approval. Staff has continued to keep management and Des Moines council up to date regarding the formation of the district and continues to attend technical committees hosted by King County.

Municipal Operations and Maintenance

The surface water crew has begun the 2018-2019 catch basin inspection cycle. The crews are using the new inspection method of using parent nodes. This method allows the crews to inspect 1 of every 4 basins. The other three basins are only inspected in the parent node fails. City crews have also begun work on the 2017 facility work orders and there are 39 remaining.

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

Staff continues to monitor both municipal storage yard sites to ensure proper use of best management practices. The facility improvement plan has also been approved by council and KPFF is working to finalize the plan, cost estimate, and SWPPP plan.

Public Works & Parks Maintenance Division**Public Works & Parks General Information**

The City of Des Moines had its second snow event of the season during the week of February 19th. The event lasted for three to four days requiring both de-icer applications along with plowing and sanding.



Streets Division

Signs: 81 signs were repaired/replaced/installed during the 1st Quarter. Finished work from the fall inspections took up the rest of the time.

Streets: The Streets crew has been busy with continuation of street and pothole repairs, shoulder maintenance, grading of gravel roads and alleys. Assisted Parks with the 239th Beach access retrofit. Monitoring the weather and laying down a lot of de-icer as the weather called for it.



Surface Water Management (SWM) Division

SWM recently filled one of the two open FTEs with hiring Patrick Hoffman who came to the City as a Park Seasonal and was promoted to a full time position the first part of January. With other movements SWM continues to have two open positions and continues to interview candidates. The crew continues to work on the NPDES work and will complete the required flushing and inspections by the end of the year. In the first quarter the crew assisted a contractor with tank and vault cleaning. Other projects include to pipe installations at the Service Center, 212th and 10th streets, and vegetation control at the twin ponds on S 220th & S 222nd Streets. The crew also installed custom Tideflex one-way valves at the seawall along Redondo Beach Drive to help protect the upland infrastructure from tidal surges and storm events. The picture at left is one of the Tideflex valves after installation.



Parks Division

1st Quarter Projects

Along with general maintenance and keeping parks and trails clean of debris and leaves the crew has started a re-landscaping project at the Service Center which will include additional irrigation to the large lawn area, removal of the old plants, restoration of the planting beds and install of topsoil in preparation for Hydro seeding in the spring. Other work for the division included the pre-season prep at the Fieldhouse and Underwood Fields which includes baseball and soccer field work.



Facilities Division

Facilities work in the 1st quarter included general building maintenance and repairs; management and coordination of vendors that included fire and security system inspections and lock replacements. Facilities Maintenance Lead, Dick Stites, who for the past 20+ years has kept all the City facilities up and running will be retiring the end of April. And recently, Mike Drahosz was hired on March 1st for the new Facilities/Assistant Mechanic position.



Fleet Maintenance Division

There is only 1 FTE staff in Fleet Maintenance that tends to all the City's vehicles and equipment. He performs routine maintenance on all City vehicles; prepares all old vehicles for surplus and orders all new vehicles and equipment; installs any aftermarket products on vehicles and equipment; and provides CDL training to new employees.

1st Quarter Projects

Performed 51 regular services on fleet vehicles during the 1st Quarter. Installed additional lights on various maintenance vehicles. The addition of these lights will enable drivers to see our vehicles easier and from farther away creating a much safer work zone. Work continues on the new police vehicles and staff continues to prep the old police vehicles to send them off to surplus. CDL training for both Patrick Hoffman and Mike Drahosz.

Recently the City partnered with the Puget Sound Skills Center as a way to mentor students in the chosen field of auto mechanics. Through this program, John Meredith has been working as a Shop Aide in the fleet shop two days a week since the beginning of January.



2016 VEHICLE SURPLUS TRACKING (Council Resolution No. 16-015)				
NUMBER	DESCRIPTION	APPROXIMATE VALUE	SURPLUS DATE	SURPLUS VALUE
511	Tan 2005 Ford Taurus, License 38322, VIN#1FAHP53285A266009	\$1,000	12/13/2016	\$2,233.51
523	Blue 2008 Ford Crown Vic, License 47415D, VIN#2FAHP71V88X145999	\$1,500	12/13/2016	\$1,693.51
522	Blue 2011 Ford Crown Vic, License 52821D, VIN#1FABP7BV0BX182735	\$1,500	12/13/2016	\$2,683.51
530	Gray 2011 Ford Crown Vic, License 52137D, VIN#2FABP7BVXBX116581	\$2,000	12/13/2016	\$2,233.51
538	Blue 2011 Ford Crown Victoria, License 52135D, VIN#2FABP7BV8BX116580	\$2,000		
529	Blue 2007 Chevrolet Tahoe, License 541351D, VIN#1GNFK03087R354149	\$4,000	12/13/2016	\$7,622.55
516	Blue Dodge Caravan, License 45124D, VIN#1D8GP24E57BG195962	\$1,500	12/13/2016	\$4,472.55
P-200	Green 2653A John Deere Mower, VIN#TC2653D100590	\$2,500	June 4th	\$2,500
		TOTAL SURPLUS RECEIVED:		

Attachment 1**Land Use Activity Summary****Business License Recap**

- There were a total of 657 new and renewed business licenses processed in the 1st quarter of 2018, including 530 renewals and 127 new licenses, totaling \$72,225.00.

Minor Homes Repair Recap

- The 2017 Minor Home Repair Funds were released by King County in January 2018. Council voted to approve the use of those funds by consent on February 15, 2018. Each City in the Interlocal Agreement has \$29,625 project dollars to use toward the repair and maintenance of City residents' homes. We were able to help two households in the 1st quarter of 2018 with plumbing and electrical repairs. There are eleven families at various stages in the process.

Business License Reviews/Updates

- BUS2017-00112; Herc Rentals Outdoor Storage, 22868 Pacific Highway S.: Applicant completed the submittal of a Master Development Application and Design Review on October 19, 2017. Planning approved design review and associated landscaping and parking on 12/14/17.

Commercial Scale Projects Pending Review/Approval

- Herc Rentals, LUA 2017-0043: Application for design review received 10/19/17 and approved on 12/14/17. Application for grading permit and landscaping received 3/7/18 and routed for review.
- Zenith Elementary School, LUA2017-0047: 86,000 SF elementary school. Design Review and Environmentally Critical Areas reviews submitted 11/17/17 and routed for review. Review comments sent on 1/23/18. Building Permit application submitted 1/25/18. Met with applicant on 3/29/18 to discuss lot line adjustment.
- Port of Call Condos, 22529 6th Ave S., BLD2017-1160: Application received 8/14/17 associated with interior TI on a 4-unit condo building. Planning review associated with any proposed change of use. Building comments sent 9/21/17. Planning comments sent 11/21/17 with follow-up e-mail sent on 12/28/17. Working with applicant on parking and landscaping requirements. Comments sent 3/21/18.
- Redondo Square 16th Avenue S Access, LUA2017-0008: Grading permit for new access off of 16th Avenue S. A performance bond will need to be posted prior to issuance. Surface Water Management requires additional information related to the rain garden.
- Wally's Storage Addition, 22531 Marine View Dr., BLD2015-1328: Building permit application submitted on 11/30/15. Letter sent on 12/15/15 informing applicant that they must apply for design review. Master Development Application received on 12/22/15 without any of the submittal items requested. Business owner of Wally's took over as project contact and was made aware of the design review requirements on 1/6/16. Applicant was contacted in November 2017 and intends to move forward on project. Resubmittal pending.

- WaterView Crossing (DEVCO), Pacific Highway S and S 220th Street, LUA2015-0013: Design Review Approval issued on 3/25/16. Civil revisions submitted 6/5/17. Civil approval and grading permit issued 8/2/17. Application for a Lot Line Adjustment submitted on 6/5/17. City Council approved release of SSI Pacific Place Development Agreement approved on the 8/24/17. Lot line adjustment recorded on 9/14/17. Pre-construction meeting held 9/27/17. PSE required revisions to Buildings 1-3 to meet setback requirements from high voltage transmission lines. Civil plan revisions were submitted on 11/8/17 and design were submitted on 11/20/17. Revised Design Review Determination #2 issued on 2/16/18. Civil plan revisions approved 3/26/18.
- Thind/Comfort Inn, 2628 S 222nd Street, BLD2017-0522 & LUA2015-0060: 89,596 SF hotel complex with 158 guest rooms on a lot of 23,698 SF. Design Review Determination issued 9/19/16. Building permit application submitted on 4/26/17. Planning noted design changes related to relocation of detention/infiltration facility to west side of building. Review comments sent to applicant on 05/22/17. Proposed detention on west side requires structural review for west wall. Applicant coordinating with PSE regarding setback requirements from high voltage transmission lines.

Subdivisions Pending Review/Approval

- Aiwekhoe Multi-Family Development, 24407 26th Place South, Des Moines, WA LUA2017-0050: Design Review application received on 12/12/17. NOIA sent on 12/19/17.
- Blueberry Lane II Short Plat, LUA2017-0029: Application for a three lot short plat submitted on 7/27/17. SEPA noticed on 9/22/17. Received comments from the Port of Seattle and issued a revised DNS. Resubmittal pending.
- The Pinnacles 22 lot Modified Subdivision, S 232nd and 14th Ave S, 6/10/15, LUA2015-0030: SEPA DNS issued on 7/7/15 and public comment period closed on 7/21/15. Response to public comments sent 7/22/15. Public hearing notice issued on 8/4/15. City Council public hearing held on 8/20/15. Civil plans submitted on 10/23/15. Review comments sent on 12/7/15. Resubmittal received 12/24/15. Civil plans issued. A pre-construction meeting was held on 6/22/16. Issued demo permits on SFRs. One single family residence (model home) was approved. Final plat documents received 11/16/17 and routed. Met with new project manager on 1/23/18 to discuss project requirements, park in lieu fees and resubmittal. Resubmittals received 2/2/18 and 2/26/18. Final plat scheduled for 3/8/18 Council meeting.
- Breckenridge 7 lot Short Plat, 25316 22nd Ave S, 7/16/15, LUA2015-0039: Seven lot short plat with a cul-de-sac. Application submitted on 7/16/19. Lot line adjustment to incorporate additional area for cul-de-sac recorded 7/14/16. Preliminary plat approval issued 7/22/16. Civil and grading plans and SEPA submitted 6/28/17 and fees paid 7/18/17. DNS noticed on 8/11/17 and comment period ended 8/25/17. One comment received from King County Historic Preservation Program. Applicant to submit an inadvertent discovery plan. Civil comments sent 9/7/17. Resubmittal received 10/17/17 and routed. Comments sent 11/27/17. Civil revisions received 12/27/17 and approved on 2/8/18. Issuance pending posting of bond.
- Casey Short Plat, 10th Avenue S/S226th Street, LUA2016-0038: Application submitted on 9/9/16. Application put on hold on 11/15/16 due to street improvement requirements. Staff provided comments on 2/25/17. Recent inquiries from project engineer regarding parking. Resubmittal received 9/15/17 and routed. Notice provided 10/28/17. Comments sent 11/21/17. Resubmittal received 1/31/18. Comments sent 2/28/18.
- Wang Short Plat, 23206 Marine View Dr. S, LUA2016-0048: Application for 4 lot short plat submitted on 12/09/2016. NOCA provided on 12/27/16. Noticing instructions sent on 1/10/17. Notice of application on 6/8/17. Comments sent 6/26/17. Resubmittal pending.
- Luzee Short Plat, LUA2017-0014: Notice of application 5/11/17. Comments sent 6/6/17. Resubmittal received 8/31/17 and routed. Preliminary short plat approved 11/3/17. Civil review submitted 2/12/18 and routed for review.

- Akinlosotu Short Plat, LUA2017-0019: Notice of application 6/29/17. Comments sent 9/5/17. Revisions submitted on 12/4/17 and routed. Comments sent 01/17/18. Resubmittal received on 2/22/18 and routed for review.
- Swigart Short Plat, LUA2017-0041: Plans routed on 11/6/17 and NOA provided on 12/14/17. Public comment period extended to 1/8/18 per adjacent property owner request and DMMC. Meeting with Applicant held on 1/24/18 to discuss review comments.

Land Division Requests with Approvals, Pending Construction

- Crestwood Park, 67 lot PUD, 27425 16th Avenue South, LUA06-056: Preliminary Plat expires 12/6/17. Met with potential applicant to discuss civil improvements and regarding feasibility for completing the project, including Corps and Ecology wetland permitting. Council could approve a one year extension provided the applicant can demonstrate that all civil improvements can be substantially completed prior to submitting for final plat. Working with potential applicant on submittal requirements and the review and approval process. Civil plans submitted 10/20/17. Minor Deviation request and request for one year extension to file for final plat received 10/27/17. Council approved one-year extension on 11/30/17. Minor Deviation approved on 12/13/17. Resubmittal of civil/grading plan revisions pending. On 1/23/18, received e-mail from Applicant with questions about the S. 272nd Street frontage improvements and Tract D.
- Pacific Heights PUD, 77 lot PUD, 15xx S 279th Place, 6/1/11, LUA2012-0001: On 1/7/13, civil plans were conditionally approved by City staff. Grading permit issued and Pre-construction meeting held on 7/5/17. Site clearing and grading is underway. Staff met with applicant 9/13/17 regarding requirements for a second minor deviation request. Minor deviation request received 10/5/17 and routed. Staff met with Federal Way on 11/30/17 to discuss revisions. Retaining walls to be permitted under separate building permit. Minor deviation review comments sent 12/4/17. Resubmittal pending. Application for storm drainage, driveway and street lighting submitted on 1/2/18 and routed for review. Building comments on wall permits sent on 2/6/18. Met with applicant on 2/27/18 to discuss permitting. Civil revision #4 submitted on 2/28/18 and routed for review.

Lot Line Adjustment

- Highline Place Lot Line Adjustment, LUA2018-0003: Application submitted on 2/20/18. NOCA sent on 2/27/18. Documents routed for review.
- Zheng LLA, LUA2017-0048: Application submitted on 11/29/17. NOIA sent on 12/4/17. Resubmitted complete application 2/1/18. Comments sent 3/26/18.
- Rainier Ridge LLA, LUA2017-0030: Application submitted on 8/15/17. Comments sent 10/11/17. Resubmittal received 10/24/17 and routed. Recorded 11/16/17. Grading/civil review comments sent on 12/8/17 and approved on 1/9/18 with issuance 2/2/18. Civil and building permits issued. Reporting on this item will cease.
- Conrad LLA, LUA2016-0031: Application submitted on 7/26/16 and deemed complete 8/3/16. Waiting on plan revisions. Sent second set of review comments on critical area review sent 1/19/17. No activity.

Residential Pending Review/Approval

- Alavi Apartments, LUA2018-0011, 21631 31st Ave S: Application for design review received 3/20/18 and routed for review.
- Miller, BLD2016-0380: New SFR received on 4/7/16. A second set of review comments were sent to the applicant on 5/27/16. Third comment letter sent on 6/2/16. Planning approved on 12/07/17. Permit is pending approval by Building. Grading permit application submitted on 12/5/17 and routed for review. Building Division working with applicant on revisions.

- Blueberry Lane retaining walls BLD2018-0074: Planning sent comments on 1/22/18 regarding wall location on Blueberry Lane II which is outside of PUD and walls exceed height for rockery. Planning approval 2/16/18.

Shoreline and Critical Area Projects Pending Review/Approval

- Terry Residence Shoreline Review, LUA2018-0009/BLD2018-0262: Application submitted for a shoreline exemption.
- Bay Shore Condos, LUA2018-0006: Application for design review and shoreline substantial development permit received 3/5/18.
- Weaver Critical Area Review, SEPA Review, and Variance applications (LUA2017-0040): Application received 10/12/17 and routed. NOCA sent 10/27/17. Review comments sent on 12/19/17. Revisions submitted on 12/29/17. Grette submitted review memo on 1/11/18. Comments sent on 2/5/18. Revisions submitted on 2/20/18 and routed for review. Comments sent 3/18/18.
- Williams Property Slope Erosion Control and Stabilization, LUA2017-0031: Application submitted on 9/6/17. NOICA sent on 9/13/17. Resubmittal received 10/20/17 and routed. Issued ECA Development Exception, Shoreline Exemption and SEPA Exemption on 11/17/17. Waiting for Applicant to execute access agreement with the City. Sent e-mail to applicant on 1/23/18 asking for update on construction schedule. SWM plans to visit site to check on landslide area.
- McKenna Grading Permit and Shoreline Review, 913 S. 278th Place, LUA2017-0027: Grading permit application submitted on 7/12/17 for a proposal to add 125 CY of crushed rock landward of existing bulkhead. Shoreline review required. NOICA sent 8/7/17. Applicant looking to revise application. Resubmitted 1/11/18 and routed for review. Review comments sent on 2/9/18.
- Boushey Residence, BLD2017-0931: Critical Area Development Exception and SEPA exemption for emergency retaining wall approved 8/8/17. After-the-fact permitting required for prior work in critical areas and unpermitted clearing, grading and constriction of stairs. 9/21/17 NOICA. Meeting scheduled with applicant 10/4/17.
- Yasuda Davit, 6/2/17, 27625 10th Avenue S., LUA2017-0021: Shoreline application for davit to manually launch boat on Puget Sound. Resubmittal of information pending.
- Olson/Warren SFR, BLD2017-0653 & LUA2017-0020: Submitted building permit application 6/29/17. Shoreline Exemption approved. Building permit comments sent 8/14/17 and 8/29/17. Revisions submitted 10/20/17 and routed. Planning approved 11/29/2017. Building permit issued 2/16/18. Reporting on this item will cease.
- Campany Addition, 28807 Redondo Shores Dr. S., LUA2017-0002: Application for a Shoreline Exemption application received 1/23/17. Comments sent 3/7/17. Applicant working on flood hazard review. Notice of Flood Hazard Areas Permit application and SEPA DNS published on 8/18/17 and comment period ended 8/29/17. Staff met with applicant 9/20/17. Comments sent 9/19/17. The application has been withdrawn on 2/15/18. Reporting on this item will cease.
- Stober SFR, 11/4/15; LUA2015-0057: Application submitted 11/4/15 for SEPA review, Shoreline Variance review, and Flood Hazard Area review for the demolition of an existing single family residence and construction of a new SFR. NOIA issued on 11/4/15. Staff provided follow-up response to applicant questions on shoreline variance requirements on 12/15/15. Applicant resubmitted and NOCA provided on 12/28/16. Comments sent on 2/13/17. Revisions submitted on 6/23/17. Comments sent 8/30/17. Resubmittal received 10/16/17 and routed. Public notice issued 2/26/18.
- Coherent/Longson LLA, 8XX S 280th St, 4/21/14, LUA2014-0013: Applicant revised critical area and SEPA documents to evaluate future single family residence in addition to relocating an existing driveway easement. Applicant submitted grading permit and revised environmental

review materials for relocating driveway on 10/23/14, LLA on hold. SEPA DNS comment period ended 12/30/14. One comment received. Appeal period ended on 1/9/15. In response to a complaint, Planning contacted applicant about working without a permit. Plans approved 9/27/17, waiting for pick-up.

- Im, 6/25/10, 27419 8th Avenue S, LUA2012-0023: On 11/2/16 the Washington State Department of Ecology issued a decision to disapproved the Shoreline Variance and to partially approve with conditions the Shoreline CUP. Applicant filed an appeal to the Shorelines Hearing Board on 11/23/16. Met with applicant on 1/11/17 to discuss outstanding questions and next steps. On 3/1/17, Applicant withdrew appeal of Ecology's 11/2/16 Shoreline Decision. Sent e-mail to applicant 10/24/17 asking for a submittal timeline. Building permit submittal pending.

Legal Lot of Record

- No activity.

Pre-Application Meetings

- PA2018-0001 Landmark Redevelopment at 23660 Marine View Dr. S.: Proposal for a change of use of the existing building to work lofts, new construction of live/work lofts and mixed use.
- PA2018-0002 Babbitt SFR Remodel at 26425 7th Ave. S.: Remodel existing residence on property in shoreline jurisdiction and containing flood hazard areas.
- PA2018-0003 Redondo Square Shopping Center at 27035 Pacific Hwy. S.: New construction of retail building at SW corner of site and façade and site improvements to existing development.
- PA2018-0004 Rudberg Short Plat at 22715 10th Ave. S.: 6 lot short subdivision.
- PA2018-0005 Gary SFR Emergency Slope Stabilization at 25129 8th Pl. S.: Tree removal, soil nail & shotcrete retaining wall, soil pinning and seeding & site dewatering.
- PA2018-0006 Olympic Interim High School at 615 S. 200th St.: Partial demolition of Building B, replace with 14 modular classroom buildings and convert 5 classroom spaces in Building C to administrative offices.
- PA2018-0007 Des Moines Professional Building (Heritage Plaza) at 23040 Pacific Hwy. S.: Façade improvements and future residential development on eastern portion of site.
- **PA2018-0008, Litowitz Single-Family Remodel and Accessory Living Quarters**, Tax Parcel 2013801610: The proposed project entails remodeling of the existing 1917 home that was damaged by fire in 2017 and a proposed garage with an ALQ.
- **PA2018-0009, Hertog Clearing/Grading, SFR Demo and Lot Line Adjustment**, Tax Parcel 0922049149 and 0922049321: The applicant needs a clearing and grading permit and is proposing a lot line adjustment that would result in 2 single-family residential lots.

Pre-submittal Assistance

- No activity.

City Services, Project Management and Coordination

- Highline College Community-Centered Urban Agriculture: Highline College is partnering with the City of Des Moines to identify and increase the amount of farmable land for use by the College and the community in order to improve local food security, improve land use, and to provide a venue to educate and develop new farmers. Staff is supporting this effort through a feasibility analysis to identify environmental/permitting requirements for establishing urban agriculture programs at Sonju Park, Parkside Park and Mary Gay Park.

- Van Gaskin House: Property to be added to the City's park inventory as a Special Use Park. Plan to use grounds for weddings and other events. Need to understand permitting/upgrades necessary to enable use of the existing house for restrooms and staging for wedding and catering that will occur outdoors as well as use of the garage for storage of tables and chairs.
- Marina Floor Small Retail, LUA2017-0045: Application for design review, a shoreline substantial development permit and SEPA review was submitted on 10/27/17. Supplemental materials and fee payment requested on 12/6/17. Additional materials submitted on 1/5/18. Notice of application, Shoreline Substantial Development Permit and SEPA DNS issued on 2/13/18. Comment period ended on 3/7/18 and multiple comments were received. The City of Des Moines has reviewed the comments and determined that there is not a significant adverse environmental impact associated with the proposed project. Appeal period lapsed on 3/19/17 and no appeals were filed.
- Wasson House Reuse/Limited SMP Amendment: Working with a consultant to complete a shoreline/environmental review in that will feed into a feasibility study for the reuse/redevelopment of the Wasson house/property. A draft study was provided to the City on 12/3/16. Staff met on 12/14/16 to discuss initial findings and provide comments to Consultant. Staff also had a discussion with Ecology Shoreline Administrator on 12/21/16 to discuss options for limited amendments the Shoreline Master Program and permitting. Consultant submitted updated report 2/2/17. Staff presented information at the 3/2/17 Council study session for discussion. This item is being rolled into the Shoreline Master Program periodic review and update.
- Woodmont Tree Permit (LUA2017-0036): Application received 9/15/17. Coordinating with consultant on geotechnical report, critical area review and mitigation plans. Supplemental documents submitted 11/28/17. Draft decision routed for internal review on 12/28/17. A community meeting held on 3/1/18. A tree permit was issued on 3/19/18.

MINUTES

**DES MOINES CITY COUNCIL
STUDY SESSION
City Council Chambers
21630 11th Avenue South, Des Moines**

April 5, 2018 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Deputy Mayor Pennington.

ROLL CALL

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

Staff present: City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Police Chief George Delgado; Assistant City Attorney Matt Hutchins; Assistant Harbormaster Scott Wilkins; Parks, Recreation & Senior Services Director Patrice Thorell; Probation Officer Melissa Patrick; Budget Manager Cecilia Pollock; Public Works Director Brandon Carver; City Clerk/Communications Director Bonnie Wilkins.

COMMENTS FROM THE PUBLIC

- Julian Loh, Puget Sound Energy; Services provided by Puget Sound Energy.

DISCUSSION ITEMS

Item 1: TELECOMMUNICATIONS UPDATE

City Attorney George and Scott Snyder, Ogden Murphy Wallace, PLLC; gave a power point presentation to Council.

At 8:01 p.m. Council took a break and resumed the regular meeting at 8:11 p.m.

COMMENTS FROM THE PUBLIC, Continued

- Dana Hollaway, Federal Way; Aviation noise.
- Marianne Markkanen, Des Moines; Airport issues.
- JC Harris, Des Moines; Airport issues.
- Lee Ryan Coston, Des Moines, Aviation issues.
- Elizabeth Burn, Des Moines; Aviation issues.

Item 2: AVIATION ADVISORY COMMITTEE – 60 MINUTES

City Manager Matthias, Council Aviation Advisory Committee members Steve Edmiston, Sheila Brush, Dave Clark, Wendy Ghiora, and Mark Proulx discussed aviation issues.

Item 3: EMERGING ISSUES

Due to the length of the Study Session this item was moved to the April 12, 2018 Regular Council meeting.

Item 4: CITY MANAGER MONTHLY REPORT

Due to the length of the Study Session this item was moved to the April 12, 2018 Regular Council meeting.

NEXT MEETING DATE:

April 12, 2018, 2018 City Council Regular Meeting

ADJOURNMENT

Direction/Action

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

The motion passed 7-0.

The meeting was adjourned at 9:56 p.m.

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

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MINUTES

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

April 12, 2018 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Back.

ROLL CALL

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

Staff present: City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Probation Officer Melissa Patrick; Budget Manager Cecilia Pollock; Assistant City Attorney Matt Hutchins; Public Works Director Brandon Carver; Special Transportation Project Manager Len Madsen; Assistant Harbormaster Scott Wilkins; Commander Doug Jenkins; Surface Water & Environment Engineering Manager Loren Reinhold; Facilities Manager Shannon Kirchberg; Recreation Manager Rick Scott; City Clerk/Communications Director Bonnie Wilkins.

CORRESPONDENCE

- There were no correspondences.

With Council's indulgence, Mayor Pina moved Presiding Officer's Report up in the Agenda.

PRESIDING OFFICER'S REPORT

Item 1: ARTS COMMISSION UPDATE
Arts Commission Chairperson Sheri Verburg and Commission Members gave a power point presentation to Council.

Item 2: ABC HIGHLINE
Yvonne Nutting, ABC4 Highline gave a presentation to Council.

Direction/Action

Motion made by Councilmember Nutting to add a Draft Resolution in support for student safety, diversity, value cohorts and community connection for schools in the City of Des Moines to the April 26, 2018 agenda; seconded by Deputy Mayor Pennington.
The motion passed 7-0.

Item 3: LEGISLATIVE UPDATE, SENATOR KAREN KEISER
Senator Keiser gave an update to Council on a variety of issues relative to Des Moines, including aviation issues.

- Item 4: CITY LEGISLATIVE ADVOCATE UPDATE
City Legislative Advocate Conner Edwards gave an update to Council on issues relative to Des Moines.
- Item 5: LABORERS LOCAL 242 PRESENTATION
Dale Bright, Jermaine Smiley and Janet Pope; Laborers Local 242 gave a power point presentation to Council.

Council asked that staff work with Laborers Local 242 to on their project timeline.

COMMENTS FROM THE PUBLIC

- Nesi Suon, Homefront Ice Cream; Introduction to business.
- JC Harris, Des Moines; Airport issues.
- Alli Larkin, Des Moines; 5G
- Anne Kroeker, Des Moines; Natures Scorecard.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Back

- No report.

Councilmember Bangs

- Arts Commission meeting.

Councilmember Nutting

- Highline Schools Boundary Survey.

Councilmember Buxton

- Sexual Assault Awareness month.
- South King Housing and Homelessness Partner meeting.
- Coalition Against Trafficking meeting.
- Highline Forum meeting.
- Officer Bob Crane's Retirement reception.
- Multi-Cultural Night at Mt. Rainier High School.
- Coffee with a Cop.
- Public Issues Committee.
- Sr. Services/Dave Upthegrove meeting.

Deputy Mayor Pennington

- Public Safety & Emergency Management Committee meeting.
- Officer Bob Crane's Retirement reception.

Councilmember Mahoney

- Rainbow Bingo.
- Seattle Southside Regional Tourism Authority meeting.
- Eggstravaganza Egg Hunt at Beach Park.
- SCA Network Dinner.
- SR167/509 Joint Committee meeting.
- Coffee with a Cop.
- Historical Society.
- Destination Des Moines meeting.

- Earl Harper Photography showing at Waterland Arcade.

PRESIDING OFFICER'S REPORT

- Met with owners of Greenside.
- Rainbow Bingo.
- Acknowledged Deputy Mayor Pennington's birthday.

ADMINISTRATION REPORT

Item 1: PAVEMENT MANAGEMENT UPDATE
Public Works Director Carver gave an update to Council on future pavement projects.

Item 2: CITY MANAGER MONTHLY REPORT
Staff gave a combined power point presentation to Council.

Item 3: EMERGING ISSUES
Finance Director will start April 16th.

City Manager Matthias recognized Accounts Payable Specialist Lorraine Cottrell for her hard work and dedication in the Finance Department.

Marina Bonds.

CONSENT CALENDAR

- Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers through April 4, 2018 included in the attached list and further described as follows:
- | | | |
|---|----------------|----------------|
| Total A/P Checks/Vouchers | #153543-153732 | \$ 771,098.87 |
| Electronic Wire Transfers | #1010-1019 | \$ 484,927.76 |
| Payroll Checks | #19033-19035 | \$ 1,852.82 |
| Payroll Direct Deposit | #120001-120164 | \$ 334,525.06 |
| Total Checks and Wires for A/P and Payroll: | | \$1,592,404.51 |
- Item 2: APPROVAL OF MINUTES
Motion is to approve the minutes from the January 20, 2018 City Council Retreat, the minutes from the February 1 and March 1, 2018 City Council Study Session and the minutes from the February 15, and February 22, 2018 City Council Regular meeting.
- Item 3: CONSOLIDATION OF CAPITAL IMPROVEMENT PROJECTS AT THE MARINA
Motion 1 is to authorize Administration to move forward with the Fuel Hose Replacement Project and the Flex Conduit Replacement Project from 2017 Marina CIP, and combine those projects with the new Fuel Dispenser Project in 2018, with a combined budget of \$101,000.00.
- Motion 2 is to direct Administration to bring forward a corresponding budget amendment reflecting these modifications to the Marina CIP.

- Item 4: **CONTRACT AMENDMENT #1 WITH THE HOLMES GROUP, LLC (THG) FOR CONSULTING SERVICES (PORT GRANT PHASE 2)**
Motion is to approve Amendment #1 to the Consultant Agreement with the Holmes Group, LLC, in an amount not to exceed \$30,000, for the purposes of providing additional consultant services for Marina redevelopment, and authorize the City Manager to sign the Agreement substantially in the form as attached.
- Item 5: **METRO COMMUNITY SHUTTLE DEMONSTRATION PROJECT AGREEMENT**
Motion is to adopt the Des Moines Community Shuttle Demonstration Project Agreement between King County Metro and the City of Des Moines and authorize the City Manager to sign and implement the agreement substantially in the form presented.
- Item 6: **SOUTH 223RD STREET – PAVEMENT REHABILITATION PROJECT: CONSTRUCTION CONTRACT, CONSULTANT SERVICES CONTRACT SUPPLEMENT AGREEMENT 3: DESIGN COORDINATION WITH HIGHLINE WATER DISTRICT, AND CONSULTANT SERVICES CONTRACT SUPPLEMENTAL AGREEMENT 4: CONSTRUCTION INSPECTION SERVICES**
Motion is to approve the Public Works Contract with Scarsella Bros Inc. (Contractor), for the South 223rd Street – Pavement Rehabilitation Project, in the amount of \$1,491,391.91, authorize a construction project contingency in the amount of \$200,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.
- Item 7: **BARNES CREEK/KENT DES MOINES ROAD CULVERT PROJECT: DESIGN AGREEMENT GCB 2959 WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT)**
Motion 1 is to approve Local Agency Agreement CGB2959 between the City of Des Moines and the Washington State Department of Transportation for the design and permitting of the Barnes Creek/Kent Des Moines Road Culvert Replacement Project in the amount of \$250,000.00, plus a \$50,000 contingency and further authorize the City Manager or his designee to sign said Agreement, substantially in the form as submitted.
- Motion 2 is to direct administration to bring forward a budget amendment for the 2018 SWM CIP to include the Barnes Creek/Kent Des Moines Road Culvert Replacement Project as shown in Attachment 2.
- Item 8: **2018 4CULTURE GRANT ACCEPTANCE**
Motion is to accept the grant from 4Culture for 2018 Arts Sustained Support in the amount of \$7,500 for the City of Des Moines Arts Commission programs, and authorize the City Manager to sign the grant documents substantially in the form as attached.
- Item 9: **APPOINTMENT OF CLAIMS FOR DAMAGES ACCEPTANCE AGENTS**
Motion is to adopt Draft Resolution No. 18-035 updating the Acceptance Agents for Claims for Damages filed against the City pursuant to chapter 4.96 RCW and superseding Resolution No. 1362.

Councilmember Nutting pulled Consent Agenda Item #4.

Direction/Action

Motion made by Councilmember Nutting to approve the remainder of the Consent Agenda; seconded by Councilmember Bangs.
The motion passed 7-0.

Motion made by Councilmember Bangs to approve Amendment #1 to the Consultant Agreement with the Holmes Group, LLC, in an amount not to exceed \$30,000, for the purposes of providing additional consultant services for Marina redevelopment, and authorize the City Manager to sign the Agreement substantially in the form as attached; seconded by Deputy Mayor Pennington.
The motion passed 6-1.

For: Mayor Pina; Deputy Mayor Pennington; Councilmembers Buxton, Bangs, Back and Mahoney.

Against: Councilmember Nutting.

NEW BUSINESS

Item 1:

WSDOT SR509 COMPLETION PROJECT-S 216TH STREET BRIDGE
MEMORANDUM OF UNDERSTANDING
Staff Presentation: Public Works Director Brandon Carver

Public Works Director Carver gave a power point presentation to Council.

Direction/Action

Motion made by Councilmember Nutting to approve the Memorandum of Understanding with the Washington State Department of Transportation and City of SeaTac for the SR509 Completion Project: S 216th Street Bridge Dimensions and Construction Staging, and further authorize the City Manager to sign said agreement substantially in the form as submitted; seconded by Councilmember Back.
The motion passed 7-0.

NEXT MEETING DATE:

April 26, 2018 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Nutting to adjourn; seconded by Deputy Mayor Pennington.
The motion passed 7-0.

The meeting was adjourned at 9:42 p.m.

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

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MINUTES

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

April 26, 2018 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Bangs.

ROLL CALL

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

Staff present: City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Police Chief George Delgado; Finance Director Beth Ann Wroe; Public Works Director Brandon Carver; Principal Planner Laura Techico; Parks, Recreation & Senior Services Director Patrice Thorell; Recreation Manager Rick Scott; Deputy City Clerk Taria Keane; City Clerk/Communications Director Bonnie Wilkins.

CORRESPONDENCE

- Letter received from Emily Hitchens regarding Low-Impact Development.

COMMENTS FROM THE PUBLIC

- Joe McCaslin, Des Moines; South Sound Opening Day.
- Alli Larkin, Des Moines; Telecommunications Act.
- JC Harris, Des Moines, Airport issues.
- Mt. Rainier High School Representative; ASB Activities and Events.
- Yael Torres; Mt. Rainier High School; Mental Illness Awareness.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Bangs

- Arts Commission meeting.
- Police Department Advisory Committee meeting.
- Highline School Foundation Gold Star Breakfast.
- Let's Play No Kids Left Inside Open House.
- Tour of Midway Park.
- Municipal Facilities Committee meeting.

Councilmember Nutting

- Municipal Facilities Committee meeting.
- Economic Development Committee meeting.

Councilmember Buxton

- Sexual Assault Awareness month.
- Genesis Project meeting.
- Senior Services Advisory Committee meeting.
- Training Wheelz Ribbon Cutting.
- Farmer's Market meeting.
- Met with Domestic Violence Advocate, Nicole Nordholm.
- Highline Boundary meeting.
- Annual Forterra Breakfast.
- Municipal Facilities Committee meeting.

Deputy Mayor Pennington

- Training Wheelz Ribbon Cutting.
- Economic Development Committee meeting.

Councilmember Mahoney

- Police Advisory Board meeting.
- Memorial Day planning meeting.
- Training Wheelz Ribbon Cutting.
- Earl Harper's Photo Show at the Waterland Arcade.

Councilmember Back

- No report.

PRESIDING OFFICER'S REPORT

- Scott Logan, Highline School District; spoke regarding Highline School District Boundaries.
- Yvonne Nutting, Des Moines; spoke regarding Highline School District Boundaries.
- Waterland Parade meeting.
- Training Wheelz Ribbon Cutting.
- Let's Play No Kids Left Inside Open House.
- Forterra Annual Breakfast.
- Recent passing of longtime resident, Earline Byers.

Council consensus to send flowers from Council's Hearts and Minds Fund to Earline Byers.

ADMINISTRATION REPORT

- Forterra Annual Breakfast.
- Introduction of new Finance Director, Beth Ann Wroe.
- Retirement of longtime employee, Facility Maintenance Lead Dick Stites.
- Comments from the recent StART meeting.

Item 1: AVIATION ADVISORY COMMITTEE UPDATE

Aviation Advisory Committee member, Sheila Brush, gave an update to Council on the April 9, 2018 Aviation Advisory Committee meeting.

- Introduction of Deputy City Clerk, Taria Keane.

CONSENT CALENDAR

- Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes from the March 8 and March 22, 2018 City Council regular meetings.
- Item 2: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers through April 18, 2018 included in the attached list and further described as follows:
- | | | |
|---|----------------|----------------|
| Total A/P Checks/Vouchers | #153733-153898 | \$ 467,576.58 |
| Electronic Wire Transfers | #1020-1025 | \$ 457,223.50 |
| Payroll Checks | #19036-19038 | \$ 956.87 |
| Payroll Direct Deposit | #140001-140169 | \$ 354,672.96 |
| Total Checks and Wires for A/P and Payroll: | | \$1,280,429.91 |
- Item 3: KaBOOM PLAYGROUND GRANT
Motion is to authorize the City Manager to submit a grant application to KaBOOM for the Des Moines Field House Play Area Project, and if awarded, to authorize the City Manager to accept and sign the grant Agreement substantially in the form as submitted.
- Item 4: RECREATION AND CONSERVATION OFFICE AUTHORIZING RESOLUTION
Motion is to adopt Draft Resolution No. 18-038, authorizing the City Manager to submit an application to the Recreation and Conservation Office (RCO) for grant funding in the amount of up to \$700,000 for the Van Gasken on the Waterfront Acquisition Project.
- Item 5: MEMORANDUM OF AGREEMENT CONCERNING SOUNDSIDE ALLIANCE FOR ECONOMIC DEVELOPMENT FOR 2018
Motion is to approve the 2018 Memorandum of Agreement with Soundside Alliance Economic Development, and authorize the City Manager to sign the agreement substantially in the form as submitted.
- Item 6: PUGET SOUND REGIONAL COUNCIL INTERLOCAL AGREEMENT FOR REGIONAL PLANNING IN THE CENTRAL PUGET SOUND AREA
Motion is to approve the Interlocal Agreement for Regional Planning in the Central Puget Sound Area between the Puget Sound Regional Council and the City of Des Moines, and authorize the City Manager to sign the agreement substantially in the form as submitted.
- Item 7: INTERAGENCY AGREEMENT WITH HIGHLINE COLLEGE FOR THE SMALL BUSINESS DEVELOPMENT CENTER
Motion to approve the Interagency Agreement with Highline College for support of the Small Business Development Center, and authorize the City Manager to sign the agreement substantially in the form as submitted.

- Item 8: CONSULTANT SERVICES CONTRACT WITH DAVID A. CLARK ARCHITECTS, PLLC FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE DES MOINES BEACH PARK SUN HOME LODGE FOUNDATION DESIGN, POLICE SERVICES CENTER, AND MUNICIPAL COURT SECURITY IMPROVEMENT PROJECTS
Motion is to approve the Consultant Services Contract with David A. Clark Architects, PLLC for the Des Moines Beach Park Sun Home Lodge Foundation Design, Police Services Center, and Municipal Court Security Improvement Projects, in the amount of \$78,429.94, and additionally authorize the City Manager or designee to sign the Consultant Services Contract substantially in the form as submitted.
- Item 9: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DES MOINES AND TEAMSTERS LOCAL 763
Motion is to approve the attached Memorandum of Understanding between the City of Des Moines and Teamsters Local 763 regarding the new mandatory sick leave provisions in state law and to authorize the City Manager to sign the MOU substantially in the form as attached.
- Item 10: RECREATION AND CONSERVATION OFFICE YOUTH ATHLETIC FACILITIES PROJECT AUTHORIZING RESOLUTION
Motion is to Adopt Draft Resolution No. 18-045, authorizing the City Manager to submit a grant application for a Youth Athletic Facilities project to the Recreation and Conservation Office (RCO), for grant funding in the amount of up to \$350,000 for the Des Moines Field House Play Field /Skate Park Renovation Project.
- Item 11: HIGHLINE COLLEGE URBAN AGRICULTURE AGREEMENT
Motion is to approve the Agreement between the City of Des Moines and the Highline College for its Urban Agriculture/Food Security Program, and authorize the City Manager to sign the Agreement substantially in the form as submitted.
- Item 12: 2017-2019 RECYCLING PROGRAM FUNDING
Motion is to authorize the City Manager to Sign the 2017-2019 Local Solid Waste Financial Assistance Grant between the City of Des Moines and the Washington State Department of Ecology, substantially in the form as attached.
- Item 13: SOUTH SOUND BOATING SEASON OPENING DAY
Motion is to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 12, 2018.

Direction/Action

Motion made by Councilmember Nutting to approve the Consent Calendar; seconded by Deputy Mayor Pennington.
The motion passed 7-0.

Mayor Pina read the South Sound Boating Season Opening Day Proclamation into the record.

NEW BUSINESS

- Item 1: NO KIDS LEFT INSIDE AGREEMENT
Staff Presentation: Parks, Recreation & Senior Services Director
Patrice Thorell

Parks, Recreation & Senior Services Director Thorell gave a power point presentation to Council.

Direction/Action

Motion made by Councilmember Back to approve the Agreement between the City of Des Moines and the Des Moines Legacy Foundation that will commit \$25,000 funding for Des Moines Field House Play Area Project and \$50,000 funding for the Steven J. Underwood Memorial Park Play Area Project from the Des Moines Legacy Foundation 2018 "No Kids Left Inside" fund raising campaign, and authorize the City Manager to sign the Agreement substantially in the form as submitted; seconded by Councilmember Nutting. The motion passed 7-0.

- Item 2: DRAFT RESOLUTION – HIGHLINE SCHOOL DISTRICT BOUNDARIES

Direction/Action

Motion made by Councilmember Nutting to adopt Draft Resolution No. 18-043 recognizing the City's longstanding relationship and cooperation with the Highline School District and encouraging the Board to consider all the concerns and input raised by the citizens of Des Moines regarding school boundary line changes; seconded by Councilmember Mahoney. The motion passed 7-0.

EXECUTIVE SESSION

At 8:46 p.m. Council went into Executive Session. The purpose of the Executive Session was to discuss Potential Litigation under RCW 42.30.110(1)(i). The Executive Session was expected to last 5 minutes. In attendance were: Mayor Pina; Deputy Mayor Pennington; Councilmembers Nutting, Buxton, Bangs, Back and Mahoney; City Manager Matthias; City Attorney George and Chief Operations Officer Brewer.

At 8:51 p.m. the Executive Session ended and the Regular Council meeting resumed. The Executive Session lasted 5 minutes.

No formal action was taken.

NEXT MEETING DATE:

May 3, 2018 City Council Study Session

ADJOURNMENT**Direction/Action**

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

The motion passed 7-0.

The meeting was adjourned at 8:51 p.m.

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

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CITY OF DES MOINES
Voucher Certification Approval

24-May-18

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 24, 2018** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through May 16, 2018 included in the attached list and further described as follows:

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


 Beth Anne Wroe, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	154003	- 154173	493,193.48
Electronic Wire Transfers	1039	- 1046	454,854.64
Total claims paid			948,048.12
Payroll Vouchers			
Payroll Checks	19040	- 19042	3,996.92
Direct Deposit	184001	- 184171	343,928.68
Total Paychecks/Direct Deposits paid			347,925.60
Total checks and wires for A/P & Payroll			1,295,973.72

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2018 Des Moines Farmers Market Agreement

ATTACHMENTS:

Agreement between the City of Des Moines and Des Moines Farmers Market for the 2018 Farmers Market

AGENDA OF: May 24, 2018

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: May 11, 2018

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: 

- ☒ Legal 
- ☒ Finance 
- ☐ Courts _____
- ☐ Police _____

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** 

Purpose and Recommendation:

The purpose of this presentation is seek City Council approval of the 2018 Agreement between the City of Des Moines and Des Moines Farmers Market for the 2018 Waterfront Farmers Market.

Suggested Motion

MOTION: "I move approve the Agreement between the City of Des Moines and Des Moines Farmers Market for the 2018 Des Moines Waterfront Farmers Market to be held at the Des Moines Marina on Saturdays from June 2 through September 29, 2018, and to authorize the City Manager to execute the Agreement substantially in the form as attached."

Background:

The Des Moines Farmers Market has operated a seasonal Farmers Market in the Marina since 2006. The Market is open every Saturday from June through the last Saturday in September and offers fresh and tasty seasonal crops direct from the growers, an appetizing array of food vendors, a veritable collection of local crafts people, and live musical offerings. A variety of special events also add to the diversity of the Farmers Market. On any given Saturday, people from within Des Moines or visitors from out of town, gather together to buy a variety of fruits and vegetables not found in grocery stores, visit with friends and

neighbors in a lively environment, enjoy lunch or dinner on the lush lawn overlooking the Marina, and experience concerts from local blues, rock, and country music bands. Situated right next to the fishing pier, beach, and walking trails, the Market is a special experience for children, couples, and friends.

Discussion

The Market was formed in 2006 as a non-profit entity requiring all of its farmers to meet a basic set of environmental stewardship principles that ensure that their practice protects the environment and sustains long-term viability of farmland. The Market continues to provide Des Moines and surrounding communities with a variety of vegetables, fruit, honey, cheeses, crafts, flowers, meats, and fish, ready-to-eat foods, education, information, and entertainment. The Market also provides a gathering place and is a positive asset for the City of Des Moines. The Market receives its operating costs from sponsors, donation, grants, and vendor application and stall fees. The attendance and sales have grown consistently since the beginning.

For a typical Saturday, the Farmers Market sets up in the Center Lot of the Marina. The Market uses the two compass rose areas and the promenade between them for an outdoor cafe and entertainment. Market patrons usually park in the North Lot with over-flow parking in the South Lot.

Financial Impact

This year the City is proposing a reduced rental fee of \$100.00 for the entire season. This is the same rental fee as last year. The Market pays for its own garbage and recycling and the Marina provides restroom supplies and clean-up, sink, hot water, and parking for the food vendors, and electricity.

The City receives an unquantifiable public benefit from hosting the Farmers Market on City property, including increased patrons in the City's pay parking lot, increased patrons to Des Moines businesses, and an increased sense of community among attendees and vendors.

Recommendation

Approve the Agreement for the 2018 Market.

AGREEMENT
between
THE CITY OF DES MOINES
and
DES MOINES FARMERS MARKET
for the
2018 DES MOINES FARMERS MARKET

THIS AGREEMENT is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter “City”), a municipal corporation of the State of Washington, and **DES MOINES FARMERS MARKET** (hereinafter “DES MOINES FARMERS MARKET”), a Washington non-profit corporation, regarding the 2018 Des Moines Farmers Market.

WHEREAS, the City Council finds that the Des Moines Farmers Market enhances the quality of life for residents of the City of Des Moines and wishes to permit it to operate at the Des Moines Marina property on Saturdays from June through September, and other market days throughout the year as may be approved by the City Manager, and

WHEREAS, Des Moines Farmers Market, a 501(c)(4) non-profit organization, was created to operate the Des Moines Farmers Market, and

WHEREAS, the City receives an unquantifiable public benefit from hosting the Farmers Market on City property, including increased patrons in the City’s pay parking lot, increased patrons to Des Moines businesses, and an increased sense of community among attendees and vendors, and

WHEREAS, the City Council wishes to have Des Moines Farmers Market manage the Des Moines Farmers Market pursuant to certain terms and conditions; now therefore,

IN CONSIDERATION of the mutual benefits and conditions listed below, the parties agree as follows:

(1) Des Moines Farmers Market agrees as follows:

(a) Des Moines Farmers Market shall conduct the 2018 Des Moines Farmers Market in compliance with the conditions outlined in this agreement and the attached Facility Rental Policies and Procedures (Exhibit 1), and will comply with all federal, state, and local statutes, ordinances, and regulations.

(b) The prime leadership of all Des Moines Farmers Market activities shall be non-City personnel and it is clearly understood that assistance by City personnel is advisory to Des Moines Farmers Market.

Agreement For 2018 Des Moines Farmers Market
Page 2

(c) Des Moines Farmers Market shall defend, indemnify, and hold the City of Des Moines, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the conduct of the event or its associated activities, except for injuries and damages caused by the sole negligence or intentional conduct of the City, its officers, agents, and employees. In the event that any suit based upon such claim, injury, damage, or loss is brought against the City, Des Moines Farmers Market shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and Des Moines Farmers Market and their respective officers, agents, and employees, or any of them, Des Moines Farmers Market shall satisfy the same.

(d) Des Moines Farmers Market will provide for expenses such as the Market Manager, portable sanitary facilities, advertising and/or promotional banners associated with the event. Des Moines Farmers Market shall provide adequate paid and/or volunteer staff, trained in courteous, efficient service to patrons of the Farmers Market. Des Moines Farmers Market shall ensure that persons handling and vending food and beverage products shall comply with all necessary health regulations.

(e) Des Moines Farmers Market will pay the City the total amount of \$100.00 for the 2018 season for the Market's use of the Des Moines Marina Lot. This rental fee entitles the Market to use of all necessary power and water.

(f) Des Moines Farmers Market will provide and pay for its own garbage utility service.

(g) Des Moines Farmers Market will be allowed to have associated retail sales of food or merchandise as identified in the Des Moines Farmers Market 2018 Application Requirements. Des Moines Farmers Market shall not use the Des Moines Farmers Market premises for any purpose other than herein specifically designated without prior written consent of the City.

(h) Des Moines Farmers Market will obtain a City of Des Moines Business License prior to conducting business at the Farmers Market. The Farmers Market business license will allow all individual Market vendors to conduct business during approved Market hours at the approved Market location. A separate Des Moines business license will be required for any vendor who conducts business in Des Moines outside of approved Farmers Market events.

(i) Des Moines Farmers Market shall provide general liability insurance in the minimum amount of two million dollars (\$2,000,000) aggregate to cover the Des Moines Farmers Market. The City of Des Moines shall be named as additional insured. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. The City shall be furnished with original certificates evidencing the insurance requirements thirty (30) days prior to the event.

Agreement For 2018 Des Moines Farmers Market
Page 3

(j) Des Moines Farmers Market will be permitted to erect such special signage as is appropriate and in compliance with the Des Moines Municipal Code in the thirty (30) days prior to and during the event. All such signage shall be removed within ten (10) days after the event.

(k) Des Moines Farmers Market will be allowed to solicit booth fees, a percentage of sales and/or charge an admission fee to vendors of the Des Moines Farmers Market to recover the cost of the community event. Des Moines Farmers Market shall bear responsibility for all collection, accounting, and reporting of any funds collected. The City grants this privilege based upon the promoter's agreement that any funds collected in amounts greater than the cost of the event, including, but not limited to costs associated with overhead, staff, promotion and security, will be reinvested, as Des Moines Farmers Market deems fit, in the Des Moines Farmers Market for the benefit of the Des Moines community. Des Moines Farmers Market shall maintain an accounting system meeting the City's approval and agrees to permit the City and its agents and representatives at reasonable intervals at any and all times during usual business hours, to inspect all books, records and accounts of the Des Moines Farmers Market showing gross sales and inventories.

(l) Des Moines Farmers Market agrees to take whatever reasonable measures are necessary to prevent damage to the Marina facility and to be responsible for any damage that may occur as a result of Des Moines Farmers Market's or its vendors' action taken in the conduct of the Des Moines Farmers Market.

(m) A Des Moines Police Department command officer and/or the Fire Marshall of South King Fire District will have the authority to close the Des Moines Farmers Market down at any time should it be necessary, following assessment of any security issue.

(n) Farmer's Market shall pay the City in full on or before the 20th day of September 2018 the amount due.

(2) The CITY agrees as follows:

(a) Upon execution of this Agreement, the City Manager is authorized to grant permission to Des Moines Farmers Market to use and occupy, for the purpose of the Des Moines Farmers Market in 2018, City facilities and property at the Des Moines Marina.

(b) The City Manager is authorized, at his discretion, to grant permission to utilize City promotional tools such as the *City Currents*, Parks, Recreation and Senior Services Brochure, City Web Page and Channel 21 to inform and educate the public about the event. Any City marketing costs will be paid to the City of Des Moines by Des Moines Farmers Market.

(c) The City Manager is authorized to provide City assistance to the Des Moines Farmers Market, which may include all necessary power and water utilities; services by the Police, Public Works, Parks, and Marina departments for the purpose of logistics coordination,

Agreement For 2018 Des Moines Farmers Market
Page 4

Marina area traffic control, parking lot management and pedestrian safety. The City will inform the Farmers Market of any City operational costs of the City and those costs will be paid to the City of Des Moines by Des Moines Farmers Market.

(d) The City retains the right from time to time during the term hereof to change the location or use of areas designated for the Des Moines Farmers Market. If such relocations or adjustments are required, the parties shall cooperate so that such changes shall not unnecessarily interrupt the quality and quantity of services rendered by the Farmers Market.

(e) The City will provide the Market with a mutually agreeable storage area for Market supplies at the cost of \$25 per month.

(3) **Parking.** The City will provide to the Market parking coupons entitling the Market customer to two hours of free parking the days the Market is held. The City will provide these coupons as needed to the Market and the Market will limit coupon availability to paying customers.

(4) **Independent Accounting.** A true accounting of all receipts and disbursements shall be maintained by Des Moines Farmers Market and shall be made available for review and audit by the City at the discretion and expense of the City. Records of gross sales and receipts are to be kept for each revenue source and Des Moines Farmers Market is responsible for submittal of all taxes due in the ordinary course of operating the Des Moines Farmers Market.

(5) **Duration of Agreement.** The term of this Agreement shall be for one (1) year upon final execution of this Agreement.

(6) **Termination.** Either party may terminate this Agreement with or without cause with ninety (90) days prior written notice.

The terminating party shall be liable for its share of financial obligations entered into on its behalf prior to termination, including but not limited to, printing costs and media buys.

(7) **Discrimination Prohibited.** Des Moines Farmers Market shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in the Des Moines Farmers Market on the basis of race, color, religion, creed, sex, national origin, marital status, sexual orientation, or presence of any sensory, mental, or physical handicap.

(8) **Assignment.** This Agreement may not be assigned by Des Moines Farmers Market except with written approval of the City to another non-profit organization with similar goals and purposes. Des Moines Farmers Market will provide prior written notice to the City of any assignment of this Agreement to another non-profit organization. Upon assignment, the assignee will be bound by the terms and conditions of this Agreement as Des Moines Farmers Market was.

(9) **Entire Agreement.** This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.

(10) **Governing Law.** The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.

(11) **Mediation/Arbitration.** If a dispute arises from or relates to this 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 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 shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

(12) **Amendments/Authorization for Additional Services.** This Agreement may be modified or amended and additional conditions may be authorized during the term of this Agreement upon the mutual written consent of the parties.

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

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

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

(16) **Time of Essence.** Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

(17) **Concurrent Originals.** This Agreement may be signed in counterpart originals.

Agreement For 2018 Des Moines Farmers Market
Page 6

(18) **Ratification and Confirmation.** Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

CITY OF DES MOINES

**DES MOINES FARMERS
MARKET**

Michael Matthias
City Manager

By Kim Richmond
Its President

Date _____

Date _____

Approved as to Form:

City Attorney

FACILITY RENTAL POLICIES & PROCEDURES

Facility Use Application:

- A damage deposit and Facility Use Application are required to book reservations.*
- Reservations are accepted on a first paid/first served basis. We cannot hold dates w/o a damage deposit.
- Reservations are accepted up to two years in advance.
- Booking requests less than 30 days in advance are booked at the city's discretion.
 - If approved, full payment of all fees is due at the time of booking.
- Parties on the application must be at least 21 years of age and present during the event.
- Up to 2 adults may be listed on the Facility Use Agreement as applicants.
- Only applicants are authorized to sign rental checklists or make changes to your booking.
 - If you will not be available to sign please indicate who the responsible party is 30 days prior
- Applicants assume full responsibility for their party and guests in case of damage, theft or disturbances during the event.
- Facility Use Applications are available upon request from the Facility Office. Please call 206-870-9370 to request the form, or visit the office in the Founders Lodge located at Des Moines Beach Park – 22030 Cliff Ave South, Des Moines WA 98198

*** Note: City of Des Moines reserves the right to adjust deposit amounts based on party size and activities.**

Rental Fees:

- Rental fees must be paid in full thirty (30) days prior to the event.
- Payment methods accepted are: Visa/MasterCard, Cash, Check or Money Order.
- Bookings made less than 30 days prior must pay **ALL fees** in full at the time of booking.
- Building Rentals are required to have one staff member on site for every 100 guests attending your event.
 - All facility rentals come with one attendant with the exception of the Auditorium. The Auditorium comes with two attendants. Additional attendants are billed at a rate of \$40.00 per hour and are required for the full party hours only.
 - Additional Staff and/or security may be required for groups that are serving alcohol in our facilities. See 'Security Policy.'
- Cancellation Policy and Fees:
In the unfortunate situation that an event must be cancelled, the renter agrees and understands that the facility has been turned down to other prospective renters. For this reason, the below cancellation fee schedule will apply
 - Cancellations made 91 or more days before the reservation date will be charged a \$500 cancellation fee (\$100.00 Cancellation fee for Picnic Shelters.)
 - Cancellations made 90 days or less of the reservation date will be charged 50% of the rental fee and forfeit all of their damage/security deposit.

Day of Details:

The day of your event is all about the details, and we're here to help you understand what you will be responsible for, and what we will take care of. To help answer your questions, here are some general expectations and housekeeping items.

What We Do:

- Provide one on-site staff person for the duration of your building rental. Two for the Auditorium.
- Walk through of the facility to show the areas and supplies you have access to.
- Provide tables and chairs at each building – call for exact tally.
- Assist in answering questions and troubleshooting during your event.
- Guide your clean up and walk through after event to inspect prior to your departure.
- Maintain restrooms and ensure they are stocked and clean throughout the event
- Monitor the parking lot to ensure all cars are parked legally.
- Ensure that alcohol is only consumed at events with proper permits.. **NO ALCOHOL IS ALLOWED OUTSIDE OF APPROVED AREAS.**

You should expect to:

- Arrive at your scheduled start time. **We do not allow early drop off or set up.**
- Set up tables, chairs and other supplies as needed for your event, unless set up fee has been paid.
- Maintain control of your group and ensure recreation policies are enforced.
- Clean up following your event, finishing by the end of your rental times, unless tear down fee has been paid.
- Go through a Rental Inspection Checklist with Recreation Attendant before and after event (Building Rentals Only).
- Bring all your own extension cords, tape and ladders. We do not provide any of these items.
- You will need to provide all items required for food storage, service and prep.

Building Security:

Groups greater than 100, estimating 100 or more guests or parties open to the public (**regardless of size**) will require additional staff and/or police supervision at an additional cost. Security and staff are assigned at the discretion of the City. Applications are reviewed by Police Dept; officers are assigned per the Chief. Call for current rates.

Rate Definitions:

City of Des Moines residents contribute to Parks, Recreation and Senior Services Department programs through the payment of city taxes. Effective January 1, 2010, the City of Des Moines implemented a Resident Discount Policy offering residents discounted fees for recreation programs. Non-residents and city residents who do not provide proof of residency will be assessed the full fee for programs. The Resident Discount (RD) Fee*** is available to residents living within the City of Des Moines' jurisdictional boundaries. To qualify for the RD Fee participants must provide proof of residency such as:

- **Valid Washington State ID/License showing Des Moines Address.**
- **Valid picture ID accompanied by a utility bill with their Des Moines Address.**

*****Note: Questions related to residency should be directed to 206-870-9370.**

Use of Alcohol:

Permission by the Des Moines City Council is required in order to serve alcohol on the Marina Floor

All Washington State Liquor Control Boards rules and regulations must be followed.

All permits required by the Washington State Liquor Control Board must be posted at your event while serving.

Rental Rules and Regulations:

- Bookings are accepted (pending availability) between 7am-12am. All cleaning must conclude by 12am.
- Rental hours are consecutive and include time for delivery of supplies, set-up, take down, and clean-up.
- **No confetti or loose glitter can be used.** Use of either will result in an excess cleaning fee.
- If an event is booked as a non-alcohol event and improperly serves alcohol, the rental and damage deposit will be surrendered.
- Set-up begins at the agreed upon start time for your rental. Early delivery of supplies is not permitted.
- All items brought into a facility by the renter are to be removed by the end of the rental period.
- Renters will place garbage in the outside dumpster located in a gated area near each building regardless of extra fees paid.
- All City-owned equipment made available and used by the rental group must be thoroughly cleaned. This includes tables, chairs, kitchen facilities, floors, sinks, restrooms, and hallways.
- Cleaning supplies (mops, brooms, cleansers, trash bags, etc.) are available. Ask staff for supplies.
- If additional facility cleaning is required by City or custodial staff, it will be deducted from the damage deposit.
- It is the responsibility of the rental group to set up and move furnishings as desired.
- Renters will be asked to replace all furnishings to their original position before leaving the facility unless the tear down fee has been paid.
- Applicants are the only individuals allowed to sign the Rental Inspection Checklist before/after the rental.
- Rental clients that do not sign the Rental Inspection Checklist forfeit their damage deposit in full.
- We do not allow throwing rice, birdseed, or confetti inside or outside of the buildings.
- We do not allow helium balloons inside our facilities.
- Decorations on walls or windows are allowed with non-marring tape. No tacks, staples, glue or similar.
- Use of illegal drugs, smoking, or gambling is not permitted in any City facilities.
- Smoking is NOT permitted within 25 feet of City buildings. Renters are responsible for picking up refuse.
- Renters must keep their party in the areas rented and out of other spaces in the building.
- All minors on the premises must have adult supervision at all times.
- Event participants must park in designated parking areas only. Please do not park illegally or in fire lanes.
- Additional parking can be arranged as need for the Des Moines Field House. Please call at least 2 weeks in advance.
- Parks open to the public cannot be reserved. Building and/or shelter space is available. All other spaces in parks are available to the public on a first come-first served basis.
- Please be aware that fires are not allowed in City of Des Moines parks per Des Moines Municipal Code Chapter 19.08 CITY PARK USE REGULATIONS, Section 19.08.030 Regulations and prohibited activities (16) No person shall build fires in a park except in areas designated by the division.
- Families, user groups or community events wishing to have a Barbeque (open propane or charcoal flame) at a City of

Des Moines Park or Facility must have an approved Facility Use Application and Agreement issued by Parks, Recreation and Senior Services Department. All activities with open flames will be monitored by a City representative and facility use fees apply.

- Des Moines Parks & Recreation does not assume responsibility for personal property left unattended in City Facilities. Lost & Found items are held 30 days and then donated to charity or disposed of.
- Limited Liability: The City of Des Moines cannot be responsible for accident, injury, or loss of property.
- City Events: The City of Des Moines scheduled events will take precedence over non-city events.
- Music played at any indoor facility or outdoor picnic shelter area must not be audible from 20 feet away.
- Amplified sound (band, DJ, etc.) is not allowed in parks without city approval.
- Guest Conduct: Renters are responsible for the conduct of all members of their party. Disorderly conduct, intoxicated people, or disturbance of the public peace will result in being required to vacate the premises.
- Misuse of any park facility or the failure to comply with these regulations will be sufficient reason for forfeiture of damage and/or denial of further reservations.
- BBQ's are permitted with the rental of a facility however ALL BBQ's must be gas grills as we do not have a receptacle for the disposal of charcoal.
- Whole roasted pigs are OK but must be carved outside the facility. All grease and carcass must be taken home with you and NOT disposed in the dumpster as it attracts vermin.
- Items with metal or wood feet should be placed on felt or carpet square to avoid damage to flooring.

Applicant Signature

Date

Applicant Signature

Date

Facilities Representative Signature

Date

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2018 Summer Events – Agreement
with Destination Des Moines

ATTACHMENTS:

1. Draft Resolution 18-053
2. Draft Agreement Between the City of Des Moines and Destination Des Moines

FOR AGENDA OF: May 24, 2018

DEPT. OF ORIGIN:

DATE SUBMITTED: May 8, 2018

CLEARANCES:

[X] Community Development *SJC*

[X] Marina *ESD*

[X] Parks, Recreation & Senior Services *ESD*

[X] Public Works *PRC*

CHIEF OPERATIONS OFFICER: *DSB*

[X] Legal *LG*

[X] Finance *Law*

[X] Courts *N/A*

[X] Police *QW*

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *MM*

Purpose and Recommendation

Destination Des Moines was previously selected by the City Council to provide the leadership role in planning and staging the Waterland events and parade. Destination Des Moines also provides the leadership role in planning and staging the Fireworks Over Des Moines events. The purpose of this agenda item is to ask for the Council's approval of Draft Resolution No. 18-053 which allows Destination Des Moines to conduct the events on City property, subject to conditions. The staff is also asking the Council to approve the agreement between the City and Destination Des Moines which specifies the responsibilities assumed by Destination Des Moines and identifies the in-kind services that will be provided by the City to support the events.

Suggested Motions

Motion 1: "I move to approve Draft Resolution 18-053 authorizing Destination Des Moines to use City property to conduct three summer events and for the City to provide up to \$10,000 of in-kind non-reimbursable services for the Fireworks Over Des Moines on July 4, Community BBQ on July 11 and Waterland Festival on July 21-22, 2018."

AND:

Motion 2: “I move to approve the Agreement with Destination Des Moines for 2018 Summer Events specifying the responsibilities assumed by Destination Des Moines and identifying the in-kind services and facilities that will be provided by the City, substantially in the form as attached.”

Background

Destination Des Moines is a non-profit community based organization that was founded to promote and support community events. Their first order of business was to resurrect the “Waterland Parade”, a community event with a long history. Destination Des Moines was also asked to take on the management of the “Fireworks Over Des Moines” show which had previously been run by the Des Moines Rotary Club and to take over responsibility for the Des Moines Classic Car & Boat Show and the Classic Community Barbeque previously managed by the Des Moines Marina staff. In December 2013, City Council awarded the management of an expanded Waterland Festival to Destination Des Moines.

The 2018 community events will include the SeaFair Waterland Parade on Saturday, July 21, Wheels and Keels-Classic and Modified Car, Motorcycle and Wooden Boat Show on July 22, and Waterland Children’s Carnival and Arts in the Park on July 21-22.

The 2018 Fireworks Over Des Moines will take place at the Marina and Beach Park on July 4th. The Community Barbeque fundraiser for Fireworks Over Des Moines will take place prior to the Arts Commission’s opening Summer Concert in Beach Park on July 11.

Discussion

The mission of Destination Des Moines is to help develop awareness of the City of Des Moines as a great place to hold community events, to open and operate a business and assist other organizations in promoting and marketing events. Destination Des Moines has developed partnerships with the City of Des Moines and its residents, local business and non-profit organizations including Seattle Southside Regional Tourism Agency, Seattle Southside Chamber of Commerce, Des Moines Arts Commission, Des Moines Waterfront Farmers Market, SeaFair and many others to deliver on this mission. Fireworks Over Des Moines and the SeaFair Waterland Parade are high value community events that serve thousands of residents and visitors and depend largely on sponsorships, volunteers and in-kind City services.

Following are brief descriptions of the events that DDM proposes to produce this summer:

Fireworks over Des Moines, July 4, 2018:

This 17th annual community tradition includes food vendors, music, beer & wine garden and special viewing area. The fireworks show will again be provided by Western Fireworks. Activities will be held at the Marina and Beach Park beginning at 5pm with the fireworks show starting at 10:15 pm and concluding at 11:00 pm. [TG1]

Fireworks Over Des Moines draws over 5,000 spectators to the Marina and Beach Park, with thousands more viewing from the surrounding parks and neighborhoods. Destination Des Moines will provide event staff and volunteers to work at each of the event entrances and other activities. The Public Works Department will provide the barricades and signage needed for road closures for the event and the Police Department will provide crowd monitoring, safety and security during the event. South King Fire and Rescue will be present at the event for crowd and water safety. The Marina and Parks and Recreation Departments will provide park and marina facility support for the event.

All Fireworks Over Des Moines events sponsorships, ticket sales, attractions and donation proceeds will be used to pay for direct event expenses such as the fireworks show, security, entertainment, volunteer support, fencing, garbage, portable restrooms and marketing.

Fire on the Water Community Barbeque, July 11, 2018:

This community tradition will take place on Wednesday, July 11, 2018, after “Fireworks Over Des Moines” as a dedicated fundraiser for the fireworks show. The BBQ will again be held at the Beach Park and will start at 5:00 pm and conclude at 7:00 pm in collaboration with the Arts Commission’s first Summer Concert which will begin at 7:00 p.m. The Des Moines Legacy Foundation will also be present at the event as the sponsor of Bids for Kids from 5:00 pm – 8:00 pm., a silent auction and raffle fundraiser to provide recreation scholarships for underprivileged Des Moines children.

Waterland Festival Events, July 21-22, 2018:

Des Moines Wheels and Keels- Classic and Modified Car and Wooden Boat Show – July 22. This event features a wooden boat show on and a Car and Motorcycle Show on Sunday, July 22, from 10:00 a.m. – 4:00 p.m. This event also includes live music and beer and wine garden.

Waterland Children’s Carnival – July 21-22. Family oriented inflatable toys s will be featured at Beach Park, on Saturday, from 10:00 a.m. – 9:00 p.m. and Sunday, from 10:00 a.m. – 6:00 p.m.

Art in the Park July 21-22. Northwest arts and crafts will be featured at Beach Park, on Saturday, from 10:00 a.m. – 6:00 p.m. and Sunday, from 10:00 a.m. – 4:00 p.m.

SeaFair Waterland Parade – July 21. The parade is a traditional community event that started in the 1950’s. The Parade is a SeaFair sanctioned event and will travel along the traditional Marine View Drive South parade route. The Children’s Parade begins at 5:45 p.m. and the Grand Parade begins at 6:00 p.m.

The Waterland Parade draws approximately 5,000 citizens to the Des Moines Marina District. The Public Works staff assists with securing permits to close Marine View Drive S. and stages the barricades and signage needed and assists the Police Department with road closures and traffic control. Destination Des Moines also utilizes the expert support of the SeaFair Parade Marshalls for the event. The Des Moines Wheels and Keels- Classic and Modified Car and Wooden Boat Show, Waterland Children’s Carnival and Art Show are expected to draw 7,500 to the Marina District.

All Waterland Festival events sponsorships, ticket sales, attractions, and donation proceeds will be used to pay for direct event expenses such as the parade judging and viewing stands, parade entertainment, awards, security, portable restrooms, garbage, volunteer support and event marketing.

Alternatives

- The Council may accept the staff recommendation and adopt Draft Resolution No. 18-053 and approve the City Manager’s Agreement with Destination Des Moines.
- The Council may direct the staff to make specified changes to Draft Resolution No. 18-053 and approve the agreement with Destination Des Moines.
- The Council may reject the staff recommendation.

Financial Impact

Destination Des Moines has secured an agreement with the Seattle Southside Regional Tourism Authority for the financial support of Fireworks Over Des Moines and the Waterland Festival in the amount of \$20,000. Seattle Southside Regional Tourism Authority funding was proposed by the City of Des Moines Lodging Tax Advisory

Committee and authorized by City Council. These grant funds will be used to reimburse the actual cost of City services that are provided for the Community Events in the amount of up to \$20,000. Destination Des Moines is also seeking in-kind City services support for the Community Events exceeding the amount of \$20,000 (if needed due to unforeseen issues), limited to an additional \$10,000.

In 2016, the City agreed to provide in-kind services for all of the above described events up to a value of up to \$20,000 for services by the Police, Public Works, Parks and Recreation and Marina departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures and pedestrian safety. The City also waived its facility rental fees for the use of City parking lots and buildings up to a value of up to \$10,000. The City's cost for Community Festivals in 2017 was \$26,898 - \$13,541 (4th of July event) and \$13,357 (Waterland Festival event). The cost for the 2018 events is estimated at a similar amount.

Recommendation or Conclusion

The staff recommends that the Council adopt Resolution No. 18-053 which allows Destination Des Moines to conduct the "Summer Events" on City property, subject to conditions and to approve the agreement between the City and Destination Des Moines which specifies the responsibilities assumed by Destination Des Moines and identifies the paid and in-kind services that will be provided by the City to support the events.

Concurrence

The City Attorney's office, Finance Department, Parks and Recreation Department, Marina, Police Department and Public Works Department concur with this recommendation.

CITY ATTORNEY'S FIRST DRAFT 04/30/2018**DRAFT RESOLUTION NO. 18-053**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing Destination Des Moines to conduct the following community events (hereinafter referred to as "Summer Events"): Fireworks Over Des Moines on July 4, 2018 the Community Barbeque on July 11, 2018 at the Marina and Beach Park; the Waterland Festival including: Des Moines Wheels and Keels- Classic and Modified Car, Motorcycle and Wooden Boat Show, Children's Carnival and Art in the Park on July 21 - 22, 2018 at the Marina and Beach Park, and the Waterland Parade on Marine View Drive South from Kent-Des Moines Road to South 216th on July 21, 2018; and listing conditions under which such permission is granted.

WHEREAS, the City Council finds that community events enhance the quality of life for residents of the City of Des Moines, and

WHEREAS, Destination Des Moines wishes to sponsor and conduct the listed Summer Events in Des Moines during the summer of 2018, and

WHEREAS, the City of Des Moines wishes to permit the Summer Events and, at the same time, be held harmless from any liability arising from such activity; now therefore,

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

Sec. 1. Permission to conduct the 2018 Calendar of Summer Events is granted to Destination Des Moines, subject to the following conditions:

(1) Destination Des Moines shall defend and hold the City of Des Moines harmless from liability.

(2) Destination Des Moines, the co-sponsors and promoters of the Summer Events, will provide financial support for the Events and will pay for event expenses such as portable toilets, garbage collection, paid advertising and/or promotional banners associated with the Events.

(3) Destination Des Moines will reimburse the City in the amount of up to \$20,000 for the City's assistance to the 2018 Summer Events which may include services by the Police, Public Works, Parks and Recreation, and Marina Departments for the purpose of logistics

Resolution No. _____

Page 2 of 3

coordination, downtown and Marina area traffic control, road closures, parking lot management, and boater and pedestrian safety.

(4) The prime leadership of all Event activities shall be non-City personnel and it shall be clearly understood that assistance by City personnel is advisory to Destination Des Moines.

(5) Destination Des Moines will secure all permits and shall provide liability insurance in the amount of two million dollars (\$2,000,000) for each Summer Event. The City of Des Moines shall be named as an additional insured. Proof of such insurance must be delivered to the City thirty (30) days prior to each Summer Event.

(6) As promoters of the Summer Events, Destination Des Moines will be permitted to erect such special signage as is appropriate in the thirty (30) days prior to and during each event. All such signage shall be removed within ten (10) days after each Summer Event.

(7) Normal fees for conduct of the Summer Events on City property shall be waived where possible. Fees required by other governmental agencies shall be the responsibility of Destination Des Moines.

(8) An authorized official of Destination Des Moines shall execute a written agreement, on behalf of Destination Des Moines, acknowledging its responsibilities for the conduct of the Summer Events and accepting such limitations as are contained in this Resolution in addition to such limitations as may be imposed by the City Council or City Manager, including, but not limited to:

(a) Destination Des Moines agrees to take whatever measures are necessary to prevent damage to City property and to be responsible for any damage that may occur as a result of the Summer Events; and

(b) A Des Moines Police Department Command Officer and/or the Fire Marshall of South King Fire and Rescue will have the authority to close any of the Summer Events down at any time should it be necessary, following assessment of any security issue.

Sec. 2. Upon execution of a written agreement incorporating all the terms and conditions of this Resolution, the City Manager is authorized, at his discretion, to grant permission to Destination Des Moines to use and occupy, for the purpose of the Summer Events, City streets, rights-of-way, and City property.

Resolution No. _____
 Page 3 of 3

Sec. 3. The City Manager is authorized, at his discretion, to grant permission to utilize City promotional tools such as the *City Currents*, Rec N Roll, City Web Page, Channel 21 and Activity Center Community Reader Board to inform and educate the public about the Summer Events. Destination Des Moines understands that fees to cover City expenses may be charged for this use.

Sec. 4. The City Manager is authorized, at his discretion, to provide City assistance to the 2018 Summer Events up to a total value of \$30,000, subject to reimbursement as stated in Section 1(3), which may include, without limitation, services by the Police, Public Works, Parks and Recreation, and Marina Departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures, parking lot management, and boater and pedestrian safety. The City Manager is authorized, at his discretion, to waive rental fees for the use of City property. The City Manager shall provide a report to the City Council on services provided and costs thereof.

Sec. 5. A Fireworks Over Des Moines Special Event Application(s) and Operational Plan and a Waterland Festival Special Event Application(s) Events and Operational Plan will be created and approved in writing by the City Manager and Destination Des Moines' promoters prior to the Special Events.

ADOPTED BY the City Council of the City of Des Moines, Washington this 10th day of May, 2018 and signed in authentication thereof this 10th day of May, 2018.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

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AGREEMENT
Between
THE CITY OF DES MOINES
And
DESTINATION DES MOINES
for the
2018 SUMMER EVENTS

THIS AGREEMENT is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter "City"), a municipal corporation of the State of Washington, and DESTINATION DES MOINES (hereinafter "Destination Des Moines") regarding the 2018 calendar of community events (hereinafter "Summer Events").

WHEREAS, the City finds that community events enhance the quality of life for residents of the City of Des Moines, and

WHEREAS, Destination Des Moines is a primary sponsor of 2018 Summer Events, and

WHEREAS, the City of Des Moines wishes to permit the Summer Events and to have Destination Des Moines plan and sponsor the Summer Events pursuant to certain terms and conditions; now therefore,

IN CONSIDERATION of the mutual benefits and conditions listed below, the parties agree as follows:

(1) Destination Des Moines agrees as follows:

Destination Des Moines shall conduct the 2018 Summer Events, which consist of the three community events in July:

- Fireworks Over Des Moines- July 4, 2018
- Community Barbeque- July 11, 2018
- Waterland Festival Events, July 21-22, 2018 including: Des Moines Wheels and Keels, Classic and Modified Car, Motorcycle and Wooden Boat Show, Waterland Children's Carnival, Waterland Parade and Art in the Park .

in compliance with the conditions outlined in City of Des Moines Resolution No. _____, a copy of which is attached hereto and incorporated by this reference, and will comply with all federal, state, and local statutes, ordinances, and regulations. Destination Des Moines further agrees as follows:

(a) Destination Des Moines shall defend, indemnify and hold the City of Des Moines, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the conduct of the Summer Events or its associated activities, except for injuries and damages caused by the sole negligence or intentional conduct of the City its officers, agents and employees. In the event that any suit based upon such claim, injury, damage, or loss is brought against the City, Destination

Des Moines shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and Destination Des Moines and their respective officers, agents, and employees, or any of them, Destination Des Moines shall satisfy the same.

(b) Destination Des Moines and/or other promoters of the Summer Events will provide financial support for the Summer Events and will pay for Event-related expenses for portable sanitary facilities, garbage collection, paid advertising and/or promotional banners associated with the Summer Events.

(c) Destination Des Moines and/or other promoters of the Summer Events will contract with other companies to provide services to all listed events.

(d) Destination Des Moines and/or other promoters of the Summer Events will secure all permits.

(e) Destination Des Moines and/or other promoters of the Summer Events shall provide general liability insurance in the minimum amount of two million dollars (\$2,000,000) to cover each Summer Event. The City of Des Moines shall be named as additional insured. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. The City shall be furnished with original certificates evidencing the Summer Events insurance requirements thirty (30) days prior to each Summer Event.

(f) Destination Des Moines and/or other promoters of the Summer Events will be permitted to erect such special signage as is appropriate in the thirty (30) days prior to and during the events. All such signage shall be removed within ten (10) days after each Summer Event.

(g) Destination Des Moines and/or other promoters of the Summer Events will be allowed to have associated retail sales of food or merchandise and will be exempt from the requirements of the City's Mobile and Itinerant Vendor Code, chapter 5.57 DMMC.

(h) Destination Des Moines and/or other promoters of the events will be allowed to solicit donations for all Summer Events. Destination Des Moines and/or other promoters shall bear responsibility for all collection, accounting, and reporting of any funds collected. The City grants this privilege based upon the promoter's agreement that any funds collected in amounts greater than the cost of the event will be held in a special event fund for each individual event account to help pay for the following year's event.

(i) Destination Des Moines agrees to take whatever reasonable measures are necessary to prevent damage to City facilities and to be responsible for any damage that may occur as a result of the any Summer Events.

(j) A Des Moines Police Department Command Officer and/or the Fire Marshal of South King Fire and Rescue will have the authority to close any of the Summer Events down at any time should it be necessary, following assessment of any safety and security issues.

(l) A Fireworks Over Des Moines Special Event Application and Plan will be created by Destination Des Moines and approved in writing by the City Manager prior to the events.

(m) A Waterland Festival Special Event Application and Plan will be created by Destination Des Moines and approved in writing by the City Manager prior to the events.

(o) Destination Des Moines agrees to reimburse the City in the amount of up to \$20,000 to cover the actual costs for City assistance to the Summer Events, which may include services by the Police, Public Works, Parks and Recreation, and Marina departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures and pedestrian safety and rental rates for the use of City property.

(2) The City agrees as follows:

(a) Upon execution of this Agreement, the City Manager is authorized to grant permission to Destination Des Moines to use and occupy, for the purpose of the Summer Events, City facilities, property, streets, roads, and rights-of-way.

(b) Subject to approval of the Des Moines City Manager, normal City fees shall be waived where possible. Fees required by other governmental agencies shall be the responsibility of Destination Des Moines.

(c) The City Manager is authorized, at his discretion, to grant permission to Destination Des Moines to utilize City promotional tools such as the *City Currents*, Parks, Recreation and Senior Services Brochure, City Web Page and Channel 21 to inform and educate the public about the events. Destination Des Moines understands that fees to cover direct City expenses may be charged for this use.

(d) The City Manager is authorized to provide, at his discretion up to a total value of \$30,000, City assistance to the Summer Events, which may include, without limitation, services by the Police, Public Works, Parks and Recreation, and Marina departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures and pedestrian safety and the reduction/elimination of rental rates for the use of City property. Destination Des Moines will reimburse the City for up to \$20,000 of the cost of these services.

(3) Duration of Agreement. This Agreement will commence upon date of execution and ends upon successful completion of the terms of this Contract, execution of a new Contract, City's written termination of the Contract as described in Section 4 of this Agreement, or Destination Des Moines' decision not to have the Summer Event(s), whichever is sooner, provided, however, all indemnification and hold harmless provisions of this Agreement shall survive the termination of this Agreement.

(4) Termination. This Agreement may be terminated by the City for good cause upon thirty (30) days' written notice to Destination Des Moines of the City's intention to terminate the same. Good cause is defined as either:

(a) Failure of Destination Des Moines to perform any requirement of this contract within ten (10) days after the City makes written demand for such performance; or

(b) Termination required for purposes of public health, safety, welfare or the public interest, as determined by the City Manager.

(5) Discrimination Prohibited. Destination Des Moines shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in the "Summer Events" on the basis of race, color, religion, creed, sex, national origin, marital status, sexual orientation, or presence of any sensory, mental, or physical handicap.

(6) Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.

(7) Governing Law. The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.

(8) Mediation/ Arbitration Clause. If a dispute arises from or relates to this 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 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 shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

(9) Amendments/ Authorization for Additional Services. This Agreement may be modified or amended and additional conditions may be authorized during the term of this Agreement upon the mutual written consent of the parties.

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

(11) Waiver. The waiver by either party of any breach of any term, condition, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Agreement.

(12) Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(13) Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

(14) Concurrent Originals. This Agreement may be signed in counterpart originals.

(15) Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

CITY OF DES MOINES

DESTINATION DES MOINES

Michael Matthias, Its City Manager
As directed by the Des Moines City Council by
Adoption of Resolution No. _____ In Open
Public Meeting on May 24, 2018.

By Anthony Hettler, Its President

Date _____

Date _____

APPROVED AS TO FORM:

City Attorney

AGREEMENT
Between
THE CITY OF DES MOINES
And
DESTINATION DES MOINES
for the
2018 SUMMER EVENTS

THIS AGREEMENT is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter "City"), a municipal corporation of the State of Washington, and DESTINATION DES MOINES (hereinafter "Destination Des Moines") regarding the 2018 calendar of community events (hereinafter "Summer Events").

WHEREAS, the City finds that community events enhance the quality of life for residents of the City of Des Moines, and

WHEREAS, Destination Des Moines is a primary sponsor of 2018 Summer Events, and

WHEREAS, the City of Des Moines wishes to permit the Summer Events and to have Destination Des Moines plan and sponsor the Summer Events pursuant to certain terms and conditions; now therefore,

IN CONSIDERATION of the mutual benefits and conditions listed below, the parties agree as follows:

(1) Destination Des Moines agrees as follows:

Destination Des Moines shall conduct the 2018 Summer Events, which consist of the three community events in July:

- Fireworks Over Des Moines- July 4, 2018
- Community Barbeque- July 11, 2018
- Waterland Festival Events, July 21-22, 2018 including: Des Moines Wheels and Keels, Classic and Modified Car, Motorcycle and Wooden Boat Show, Waterland Children's Carnival, Waterland Parade and Art in the Park .

in compliance with the conditions outlined in City of Des Moines Resolution No. _____, a copy of which is attached hereto and incorporated by this reference, and will comply with all federal, state, and local statutes, ordinances, and regulations. Destination Des Moines further agrees as follows:

(a) Destination Des Moines shall defend, indemnify and hold the City of Des Moines, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the conduct of the Summer Events or its associated activities, except for injuries and damages caused by the sole negligence or intentional conduct of the City its officers, agents and employees. In the event that any suit based upon such claim, injury, damage, or loss is brought against the City, Destination

Des Moines shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and Destination Des Moines and their respective officers, agents, and employees, or any of them, Destination Des Moines shall satisfy the same.

(b) Destination Des Moines and/or other promoters of the Summer Events will provide financial support for the Summer Events and will pay for Event-related expenses for portable sanitary facilities, garbage collection, paid advertising and/or promotional banners associated with the Summer Events.

(c) Destination Des Moines and/or other promoters of the Summer Events will contract with other companies to provide services to all listed events.

(d) Destination Des Moines and/or other promoters of the Summer Events will secure all permits.

(e) Destination Des Moines and/or other promoters of the Summer Events shall provide general liability insurance in the minimum amount of two million dollars (\$2,000,000) to cover each Summer Event. The City of Des Moines shall be named as additional insured. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. The City shall be furnished with original certificates evidencing the Summer Events insurance requirements thirty (30) days prior to each Summer Event.

(f) Destination Des Moines and/or other promoters of the Summer Events will be permitted to erect such special signage as is appropriate in the thirty (30) days prior to and during the events. All such signage shall be removed within ten (10) days after each Summer Event.

(g) Destination Des Moines and/or other promoters of the Summer Events will be allowed to have associated retail sales of food or merchandise and will be exempt from the requirements of the City's Mobile and Itinerant Vendor Code, chapter 5.57 DMMC.

(h) Destination Des Moines and/or other promoters of the events will be allowed to solicit donations for all Summer Events. Destination Des Moines and/or other promoters shall bear responsibility for all collection, accounting, and reporting of any funds collected. The City grants this privilege based upon the promoter's agreement that any funds collected in amounts greater than the cost of the event will be held in a special event fund for each individual event account to help pay for the following year's event.

(i) Destination Des Moines agrees to take whatever reasonable measures are necessary to prevent damage to City facilities and to be responsible for any damage that may occur as a result of the any Summer Events.

(j) A Des Moines Police Department Command Officer and/or the Fire Marshal of South King Fire and Rescue will have the authority to close any of the Summer Events down at any time should it be necessary, following assessment of any safety and security issues.

(l) A Fireworks Over Des Moines Special Event Application and Plan will be created by Destination Des Moines and approved in writing by the City Manager prior to the events.

(m) A Waterland Festival Special Event Application and Plan will be created by Destination Des Moines and approved in writing by the City Manager prior to the events.

(o) Destination Des Moines agrees to reimburse the City in the amount of up to \$20,000 to cover the actual costs for City assistance to the Summer Events, which may include services by the Police, Public Works, Parks and Recreation, and Marina departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures and pedestrian safety and rental rates for the use of City property.

(2) The City agrees as follows:

(a) Upon execution of this Agreement, the City Manager is authorized to grant permission to Destination Des Moines to use and occupy, for the purpose of the Summer Events, City facilities, property, streets, roads, and rights-of-way.

(b) Subject to approval of the Des Moines City Manager, normal City fees shall be waived where possible. Fees required by other governmental agencies shall be the responsibility of Destination Des Moines.

(c) The City Manager is authorized, at his discretion, to grant permission to Destination Des Moines to utilize City promotional tools such as the *City Currents*, Parks, Recreation and Senior Services Brochure, City Web Page and Channel 21 to inform and educate the public about the events. Destination Des Moines understands that fees to cover direct City expenses may be charged for this use.

(d) The City Manager is authorized to provide, at his discretion up to a total value of \$30,000, City assistance to the Summer Events, which may include, without limitation, services by the Police, Public Works, Parks and Recreation, and Marina departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures and pedestrian safety and the reduction/elimination of rental rates for the use of City property. Destination Des Moines will reimburse the City for up to \$20,000 of the cost of these services.

(3) Duration of Agreement. This Agreement will commence upon date of execution and ends upon successful completion of the terms of this Contract, execution of a new Contract, City's written termination of the Contract as described in Section 4 of this Agreement, or Destination Des Moines' decision not to have the Summer Event(s), whichever is sooner, provided, however, all indemnification and hold harmless provisions of this Agreement shall survive the termination of this Agreement.

(4) Termination. This Agreement may be terminated by the City for good cause upon thirty (30) days' written notice to Destination Des Moines of the City's intention to terminate the same. Good cause is defined as either:

- (a) Failure of Destination Des Moines to perform any requirement of this contract within ten (10) days after the City makes written demand for such performance; or
- (b) Termination required for purposes of public health, safety, welfare or the public interest, as determined by the City Manager.

(5) Discrimination Prohibited. Destination Des Moines shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in the "Summer Events" on the basis of race, color, religion, creed, sex, national origin, marital status, sexual orientation, or presence of any sensory, mental, or physical handicap.

(6) Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.

(7) Governing Law. The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.

(8) Mediation/ Arbitration Clause. If a dispute arises from or relates to this 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 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 shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

(9) Amendments/ Authorization for Additional Services. This Agreement may be modified or amended and additional conditions may be authorized during the term of this Agreement upon the mutual written consent of the parties.

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

(11) Waiver. The waiver by either party of any breach of any term, condition, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Agreement.

(12) Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(13) Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

(14) Concurrent Originals. This Agreement may be signed in counterpart originals.

(15) Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

CITY OF DES MOINES

DESTINATION DES MOINES

Michael Matthias, Its City Manager
As directed by the Des Moines City Council by
Adoption of Resolution No. _____ In Open
Public Meeting on May 24, 2018.

By Anthony Hettler, Its President

Date _____

Date _____

APPROVED AS TO FORM:

City Attorney

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Task Order Assignment for
Design/Permitting of the Deepdene
Plat Outfall Replacement Project

ATTACHMENTS:

1. Tetra Tech Task Assignment 2018-01
2. SWM CIP Project Worksheet

FOR AGENDA OF: May 24, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 16, 2018

CLEARANCES:

- ☐ Community Development _____
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☒ Public Works RPL

CHIEF OPERATIONS OFFICER: DSS

- ☒ Legal JD
- ☒ Finance Baw
- ☐ Courts _____
- ☐ Police _____

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** mm

Purpose and Recommendation

The purpose of this agenda item is to seek Council approval of a Task Order Assignment with Tetra Tech (Attachment 1) that will provide design and permitting services associated with the Deepdene Plat Outfall Replacement Project. This project is the final repair work following a slope failure at the bluff of the Deepdene Plat that occurred in the winter of 2015. The City of Des Moines completed temporary repairs to the storm pipe on the bluff, but due to expected continued slope failures a permanent surface-mounted drainage pipe has been recommended by geotechnical evaluations (AMEC, 2016 and HDR, 2017). The following motion will appear on the Consent Calendar:

Suggested Motion

Motion: "I move to approve the Task Order Assignment with Tetra Tech, that will provide design and permitting services for the Deepdene Plat Outfall Replacement Project in the amount of \$125,487.00, plus a contingency in the amount of \$25,000.00, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted."

Background

During the development of the Deepdene Short Plat, an 8-inch diameter PVC stormwater pipe was installed from the cul-de-sac at South 260th Street down the bluff through a ravine to the shoreline. At initial installation the 8-inch storm pipe was buried with approximately 1-foot of groundcover down the 140-foot bluff elevation.

Failure of this slope occurred in the winter of 2015 which resulted in a slide area within the lower 30 feet of the slope above the beach. The lower segment of the 8-inch storm pipe was partially destroyed by the slide. A geotechnical evaluation was done March 28, 2016 by AMEC Foster Wheeler and concluded that slope destabilization was caused by unusual heavy rains saturating the loose soils of a pre-existing landslide.

A follow up geotechnical evaluation was also done on May 9, 2017 by HWA Geosciences. Both geotechnical evaluations recommended an anchored surface-mounted stormwater pipe due to the expected continued slope failure.

In September 2017, the City of Des Moines surface water crews finished installing a temporary High Density Polyethylene pipe (HDPE) over the slope to carry the stormwater discharge to the toe of the slope to help mitigate stormwater discharge away from the slope escarpment.

Discussion

The current project will design a replacement stormwater pipe to be constructed of continuous HDPE, of similar size as the existing 8-inch PVC pipe that is more suitable for steep slopes and hazard areas. The proposed drain pipe is anticipated to start at the existing non-standard catch basin located on private property (within a 10-foot drainage easement) that is within about 5-feet of the top of the bluff. The project will terminate at the toe of the bluff in an energy dissipating outfall. It is intended to terminate the project outfall above the tidal Mean Higher High Water (MHHW) level.

In addition, in an effort to reduce the amount of runoff that the bluff receives from the upland area, the drainage from Marine View Drive S. will be disconnected and rerouted from the west side of the roadway to the east side continuing south along Marine View Drive S. Once the runoff from Marine View Drive has been rerouted, only runoff from the private street (S. 260th Street) and the residences will be discharged through the outfall pipe, allowing the public drainage easement to be vacated as the pipe will no longer be for public purposes.

The project design will include a survey provided by sub consultants “1 Alliance” and geotechnical support provided by AMEC Foster Wheeler. Potholing will be performed to determine the depth of utilities in Maine View Drive S to identify potential grade conflicts with the new storm crossing. Permitting will be performed by sub-consultant Parametrix whose scope assumes terminating the project above the tidal MHHW level.

The current schedule of the project is to complete the project design and permitting in 2018 with construction proposed for 2019.

Financial Impact

A copy of the project budget is provided in Attachment 1. The total cost for the design phase of the project is approximately \$125,487.00. A contingency of 20% is placed on this project because of

potential for additional permitting costs if it is determined that the best design places construction below the MHHW level. Attachment 2 the SWM CIP Project Worksheet for this project has an existing budget that covers the design fee. Because of the site specific challenges, including limited access, steep slopes and a complex roadway section, design fees were higher than projected. These increases include additional survey and geotechnical needs as well as additional design for the anchoring support at the top of the bluff. At this time, no budget amendment is necessary because of available contingency funds. Once a construction cost estimate is available, the 2019 CIP Project Worksheet may need to be adjusted to include additional contingency funding.

Alternatives

Alternative 1- Change the scope of the task assignment to only replace the 8-inch stormwater pipe on the bluff and do not reroute drainage on Marine View Dr S away from the bluff. This alternative leaves the potential to create a project at a later date to complete the rerouting work. This alternative is not recommended because no reduction in stormwater loading to the historical landslide area will take place.

Alternative 2- Do nothing at all. This alternative is not recommended because there is only a temporary pipe installed that is susceptible to damage from ongoing slide activity. Also, the existing PVC on the upper portion of the bluff is exposed and susceptible to ultra-violet light degradation from the sun.

Recommendation/Conclusion

Staff requests that Council approve the proposed motion.

Concurrence

Legal, Public Works and the Finance Departments concur.

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EXHIBIT B

CITY OF DES MOINES

SCOPE OF WORK

DEEPDENE OUTFALL REPAIR PROJECT

The objective of this Agreement is to provide professional services necessary for the preparation of Plans, Specifications, and Estimates (PS&E) for the repair/replacement of an existing 8-inch PVC slope drain that has failed. Slope failure led to joints separating on the existing pipe causing stormwater to discharge onto the slope. The City completed temporary repairs and now wishes to replace the outfall with a more reliable solution. The pipe lies over a 150-foot high bluff that collects stormwater from a small residential development and a portion of Marine View Drive before paralleling the side of a residential property and dropping into Puget Sound.

Previous geotechnical evaluations (AMEC, 2016 and HDR, 2017) both concluded that the slope failure was due to ongoing natural processes which was exacerbated by unusually heavy rainfall. Both evaluations recommended a surface-mounted drainage pipe installation due to the expected continued slope failures.

This project will design a replacement drain to be constructed of continuous HDPE, of similar size as the existing 8-inch PVC. The proposed drain pipe is anticipated to start at the existing non-standard Type 1 catch basin located on private property (within a 10-foot drainage easement) that is within about 5 feet of the top of the bluff. The project will terminate at the toe of the bluff in an energy dissipating outfall. It is intended to terminate the project outfall above the tidal MHHW level. In addition, the City wishes to disconnect road drainage that currently enters this drainage system near the intersection of Marine View Drive South and S 260th Street. The road drainage from the west side of Marine View Drive road will be redirected to the east side of the road.

The project design will include survey provided by subconsultants 1 Alliance and geotechnical support provided by AMEC Foster Wheeler. Potholing will be performed to determine the depth of utilities in Marine View Drive to identify potential grade conflicts with the new storm pipe. A utility locating service will be utilized for this function. Permitting will be performed by subconsultant Parametrix whose scope assumes terminating the project above the tidal MHHW level.

DURATION

The project budgeting and fee estimate are based upon a 10-month duration starting June 1, 2018 and completing March 31, 2019.

SERVICES

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

1. Project Administration: This task includes administration of the contract between the CONSULTANT and the CITY, preparation of monthly progress reports and quality control. The task includes administrative efforts needed to coordinate with the subconsultants and to complete the project on time and within budget. Subtasks will include the following:

- 1.1 Prepare monthly progress reports for inclusion with the invoice and invoice review (8 months)
- 1.2 Prepare weekly email status reports summarizing work accomplished that week, work planned for the following week, and any outstanding issues.
- 1.3 Prepare Subconsultant Agreements (4)
- 1.4 Provide ongoing project management
- 1.5 Prepare Project Plan including design schedule
- 1.6 Prepare a Health and Safety Plan
- 1.7 Conduct internal startup meeting project team at CONSULTANT's Seattle Office.
- 1.8 Conduct QA/QC Review of 90% submittal by a senior engineer
 - 1.8.1 Quality Control Review by discipline leads.
 - 1.8.2 Quality Assurance Review for contract compliance and meeting project goals.

2. Data Collection and Field Investigation: This task is the initial effort to collect existing information and become familiar with conditions and features of the project site. It is anticipated that access to private property to collect data and do survey work is gained through permission from local residents with the City obtaining agreements for right-of-entry. Sub-tasks include the following:

- 2.1 Collect and review existing plans, GIS data, and any model results.
- 2.2 Collect and review CITY and other design standards and criteria.
- 2.3 Conduct site reconnaissance of existing drainage facilities. Photo document project limits.

3. Support Services: Under this task, the following support services will be provided to assist final design efforts and produce contract documents. AMEC Foster Wheeler will provide geotechnical support services. Parametrix will address the permits as summarized below and specifically as described in their attached scope of work. Survey will be performed by 1 Alliance. A utility locating service provider will be used to locate utilities crossing Marine View Drive in the project area.

These services include the following:

- 3.1 *Field Survey and Base Maps:* Field survey and CAD base maps will be provided by 1 Alliance under subcontract with Tetra Tech. This subtask includes the CONSULTANT's review of the survey to verify locations or features to be included in the survey. See Exhibit B1-6 for the surveyor's scope of work.
- 3.2 *Geotechnical Evaluation:* Tetra Tech will subcontract geotechnical services with AMEC Foster Wheeler in support of the drainage design. The geotechnical scope of work and fee estimate includes office time for support calculations project design features. See Exhibit B1-7 for the geotechnical engineer's scope of work.
- 3.3 *Utility Potholing:* A budget is established for a utility service to pothole utilities that cross the proposed storm drain across Marine View Drive South. As the number, type and location of the existing utilities is unknown, a budget is estimated and included in the project fee estimate. If it is found that the budget for this effort is inadequate, then additional budget will be negotiated with the City prior to performing this work.
- 3.4 *Permitting:* The permitting scope of work is defined in Exhibit B1-8. Discussion with city Planning and Development Services staff by Parametrix indicated that this project is expected to receive a Shoreline Exemption and categorically exempt from SEPA per WAC 197-11-800(3) as a "Normal Repair" of an existing facility. Thus, state and federal permits will not be required. To support this City classification, a Technical Memorandum is necessary to support the Shoreline Exemption application. This memorandum is included in this task.

4. Drainage Evaluation: A brief drainage evaluation will be performed to check drainage flow reaching the backyard catch basin to verify that the 8-inch drainage pipeline is adequate to convey the 25-year storm drainage event. Subtasks will include the following:

- 4.1 A hydrologic analysis will be performed to determine flow rates reaching the backyard catch basin. City GIS data will be used to define the watershed characteristics supplemented with a site visit to visually identify the extent of road drainage entering this system. The project survey will be used to define catch basin features, culvert inverts and ditch features. The WWHM model will be used. This model will be constructed using the existing conditions.
- 4.2 A modified drainage system model will be developed to document the flow modifications once the road drainage is diverted from the west side of the road to the east side. The resulting flow rate into the hillside drainage will be documented to ensure the hillside drainage has adequate capacity.
- 4.3 Prepare Draft Drainage Memo – Prepare a draft document for submittal to the CITY. The document will be limited to approximately 4 pages plus appendices. Submittal with the 30% construction documents is planned.
- 4.4 Submit Final Drainage Memo – Incorporate CITY review comments and complete the Drainage Memo. Submittal with the final construction documents is planned.

5. Final Design and Contract Documents: Under this task, the final contract documents to construct the project will be prepared using accepted engineering practices, comments from the CITY, and the standards set forth in Exhibits B1-1 and B1-2. Deliverable documents are described in Exhibit B1-4. The preliminary drawing list is described in Exhibit B1-5. Plan-set scales have been selected based on using full size drawings for construction. Tetra Tech will prepare the special provisions required for project construction and will bundle these special provisions into the CITY's project manual for a bid-ready document. Subtasks will include the following:

- 5.1 Thirty percent (30%) PS&E: Through the following subtasks the 30-percent PS&E will be prepared for CITY review:
 - 5.1.1 Prepare 30% design plans representing the primary project components.
 - 5.1.2 Prepare outline of special provisions for items of work not covered by the WSDOT Standard Specifications.
 - 5.1.3 Prepare bid items, quantities, and construction cost estimate.
 - 5.1.4 Submit 30% plans to CITY for comment.
- 5.2 Sixty-percent (60%) PS&E: Through the following subtasks, CITY comments will be incorporated from the previous task and 60-percent PS&E will be prepared for CITY review. Tasks will include the following:
 - 5.2.1 Participate in a teleconference with the CITY for a design coordination review of comments of the 30% submittal.
 - 5.2.2 Prepare preliminary special provisions for items of work not covered by the WSDOT Standard Specifications.
 - 5.2.3 Prepare 60% design plans incorporating review comments received from the CITY.
 - 5.2.4 Prepare bid items, quantities and a construction cost estimate.

- 5.2.5 Submit 60% plans to CITY for comment.
- 5.3 Ninety-percent (90%) PS&E: Through the following subtasks, CITY comments will be incorporated from the previous task and 90-percent PS&E will be prepared for CITY review. Tasks will include the following:
 - 5.3.1 Participate in a meeting at the CITY for a design coordination review of comments of the 60% submittal.
 - 5.3.2 Prepare special provisions for items of work not covered by the WSDOT Standard Specifications and incorporate into the City provided Project Manual template.
 - 5.3.3 Prepare 90% design plans incorporating review comments received from the CITY.
 - 5.3.4 Prepare bid items, quantities and a construction cost estimate.
 - 5.3.5 Submit 90% plans to CITY for comment.
- 5.4 Final Contract Documents: Through the following subtasks, using the 90-percent PS&E, CITY comments, and associated materials from the previous tasks, the final camera-ready bid documents will be prepared:
 - 5.4.1 Participate in a meeting at the CITY for design coordination review of comments on the 90% submittal.
 - 5.4.2 Complete final special provision specifications and submit check copy to the CITY.
 - 5.4.3 Prepare final plans and submit a check copy for CITY staff final approval.
 - 5.4.4 Submit final bid items, quantities and a construction cost estimate including copies of the quantity and design computations.
 - 5.4.5 Incorporate final CITY comments and submit final stamped and signed plan originals for copying by the CITY.
 - 5.4.6 Prepare a CD containing copies of documents, drawings, spreadsheets and models developed in association with this project.
- 6. **Assistance during Bidding and Construction:** *Not budgeted at this time.* If budgeted, the purpose of this task is to provide assistance during bidding and construction. Typically, a small budget is allocated to this task to prepare responses to limited questions as may arise from the bidding process and during construction. Subtasks may include the following:
 - 6.1 Answer questions that arise during bidding and construction, as directed through the CITY's project manager.
 - 6.2 Prepare up to two addendums for the CITY to copy and distribute to the contractor.

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SCOPE OF WORK

EXHIBIT B1-1

GRAPHIC STANDARDS

Plans shall be prepared in accordance with standard practices of the CITY. Sample plans will be provided by the CITY as a guide. Plan units will be English. Plans shall be prepared as follows:

1. The horizontal scale for site plans shall be 1"=10' and the vertical scale for profiles shall be 1"=5'.
2. The plans shall be completed in AutoCAD, the cost estimate shall be done in Excel.
3. Line types and layers shall be consistent with the CITY CAD standard.
4. Full-size plan sheets shall be 22"x34" on standard CITY title and border.
5. Plan sheets utilizing topographic base mapping shall utilize reference files so that the base map will remain as a single computer file.

SCOPE OF WORK

EXHIBIT B1-2

DESIGN CRITERIA

The CITY will designate the basic premises and criteria for the design. Reports, specifications, and plans, to the extent feasible, shall be developed in accordance with the project design criteria. The latest edition and amendments of the following documents and input from the CITY will be utilized to develop the project design criteria:

1. Washington State Department of Transportation (WSDOT), *Standard Specifications for Road, Bridge, and Municipal Construction*.
2. WSDOT, *Standard Plans for Road, Bridge, and Municipal Construction* (English Edition).
3. U.S. Department of Transportation, Federal Highway Administration (FHWA), *Manual on Uniform Traffic Control Devices for Streets and Highways*.
4. Standard drawings and sample documents prepared by the CITY and furnished to the CONSULTANT shall be used as a guide in all cases where applicable.

**SCOPE OF WORK
EXHIBIT B1-3
ITEMS TO BE FURNISHED TO THE CONSULTANT BY THE
CITY**

The CITY will furnish for the CONSULTANT copies of documents which are available to the CITY that will facilitate the preparation of the plans, specifications, estimates and reports. These include the following:

1. Copies of applicable "as-built" plans and photos, as available.
2. Example plans and specifications.
3. Field surveys as available.
4. Bid tabulations of previous projects as available.
5. CITY's current AutoCAD title and border drawings (including title sheet, plan sheet, and plan/profile sheet).
6. All other necessary right-of-way acquisition efforts including additional title reports, appraisals, right of entry for fieldwork, negotiations, right-of-way cost estimates, deed preparation.
7. Printing and distribution of plans and specifications for bidding.
8. GIS data for the project vicinity including parcel boundaries in the vicinity in AutoCAD format.

SCOPE OF WORK

EXHIBIT B1-4

DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

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

1. Administration

- 1.1 Monthly invoice and brief progress report.
- 1.2 Weekly email status report.

2. Data Collection and Field Investigation:

- 2.1 One (1) electronic copy of digital photographs on CD.

3. Support Services

3.1 Field Survey, Base Maps, and Existing Conditions

- 3.1.1 Electronic version of entire survey work.

3.2 Geotechnical Evaluation

- 3.2.1 Electronic copy of the geotechnical evaluation.

3.3 Utility Coordination

- 3.3.1 Tabulation of pothole measure-downs as provided by the utility locator.

3.4 Permitting Documentation

- 3.4.1 Copy of the Technical Memorandum to support the Shoreline Exemption.

4. Drainage Memo

- 4.1 Electronic copy of the draft Drainage Memo.
- 4.2 Electronic copy of the final Drainage Memo.

5. Final Design and Contract Documents

5.1 Thirty percent (30%) PS&E:

- 5.1.1 Electronic copy of the outline specifications.
- 5.1.2 Electronic copy of the construction cost estimate.
- 5.1.3 Electronic copy of the plans in PDF format.

5.2 Sixty percent (60%) PS&E:

- 5.2.1 Electronic copy of meeting minutes.
- 5.2.2 Electronic copy of the special provisions to the specifications.
- 5.2.3 Electronic copy of the construction cost estimate.
- 5.2.4 Electronic copy of the plans in PDF format.

5.3 Ninety percent (90%) PS&E:

- 5.3.1 Electronic copy of meeting minutes.
- 5.3.2 Electronic copy of the draft Project Manual specifications.
- 5.3.3 Electronic copy of the construction cost estimate.
- 5.3.4 Electronic copy of the plans in PDF format.

5.4 Final Contract Documents

- 5.4.1 Electronic copy of meeting minutes.
- 5.4.2 Electronic copy of the check set of specifications.
- 5.4.3 Electronic copy of the final Project Manual specifications.
- 5.4.4 Electronic copy check-set of plans.
- 5.4.5 Final stamped and signed full-size (22x34) plans on white bond paper. One (1) copy of full-size plans, one (1) electronic copy at half size (11x17) plans.
- 5.4.6 One (1) copy of the quantity, cost estimate, and design computations.
- 5.4.7 Electronic copy of the CAD files, special provision specifications and cost estimate files on CD format.

6. Assistance during Bidding (Not budgeted at this time)

- 6.1 One (1) copy of correspondence.
- 6.2 One (1) copy of the addendums.

SCOPE OF WORK

EXHIBIT B1-5

PRELIMINARY DRAWING LIST

The following is a list of budgeted drawings for the project:

Drawing Title
Title Sheet / Drawing Index (1)
Legend and Abbreviations (1)
Outfall Plan and Profile (1"=10') (1)
Road Drainage Plan and Profile (1"=10') (1)
Erosion and Sediment Control Plan (1"=10') (1)
Details (2)
Total Number of Drawings = 7

SURVEY SCOPE OF WORK

EXHIBIT B1-6

Scope of work from 1 Alliance for survey on the project follows.



16 March 2018

17-131

Greg Gaasland, PE
 Tetra Tech
 1420 Fifth Avenue, Suite 650
 Seattle, WA 98101
 Greg.Gaasland@tetrattech.com

Re: Professional Surveying Services Proposal – Surveying and Mapping
 Deepdene Project, Des Moines, WA

Dear Greg,

1 Alliance Geomatics, LLC (1 Alliance), is pleased to provide this proposal for professional surveying services in support of the Deepdene Project in Des Moines, WA. We understand you need a topographic survey for storm drainage design. With that in mind we are offering the following scope of work and fee estimate.

Project Limits: The topographic survey area is described as the area within the right-of-way from the intersection of Marine View Drive South and South 256th Street in Des Moines, WA southerly along Marine View Drive South to a point 50-feet south of the intersection of Marine View Drive South and South 260th Street. Together with the area within the right-of-way of South 260th Street running west to the driveway of 828 South 260th Street; except the north half of the cul-de-sac. Mapping will extend to the top of slope to the west building face of house #828 and the south 15 feet from the top of slope to the west edge of landscaping near the deck of house #834. See Project Limits Exhibit below.

Optional: Conduct a limited topographic survey near the existing outfall along the toe of the landslide and shore to determine the Mean Higher High Water (MHHW) elevation.

Scope of Services: 1 Alliance will establish on-site horizontal and vertical survey control on NAD83/91 and NAVD88, respectively. Sufficient survey monumentation will be surveyed to determine the public right-of-way lines. The right-of-way calculations will be based on surveyed monuments and public records. Survey mapping includes visible man-made surface features within the project limits such as curbs, edge of pavement, road crowns, sidewalks, fences, utility poles, storm drainage and sanitary sewer structures, signs, striping, trees over 8-inches and larger diameter at breast height (DBH) and landscape areas. Visible surface utilities will be surveyed within the project area as will subsurface

1 Alliance Geomatics, LLC
 Main 425.598.2200 | Fax 425.502.8067
 1261 – 120 Ave NE, Bellevue, WA 98005



utilities paint marks as provided by Washington Utility Notification Center (One-Call). This information in conjunction with utility records will be used for utility connections in the survey drawing.

Fee Estimate: The fee estimate for this survey effort is broken down into two options. The first option is for mapping utilizing conventional and lidar scanning technologies combined to generate 1-foot contours. The second option will be completed use conventional methods with sufficient detail to generate 1-foot contours.

Exhibit A (conventional surveying w/lidar)

Exhibit B (conventional surveying only)

Exhibit C (additional surveying to determine MHHW)

Assumptions:

- Coordinate System – Horizontal Datum will be NAD 83/91, Washington State Plane Coordinates, North Zone, US Survey Feet. Vertical Datum will be NAVD 88, Feet.
- The client will obtain right-of-entry (ROE) for surveying on the privately-owned land, if needed.
- A private utility location service will not be employed.

Deliverables:

- Survey Base map at 1" = 20' scale in 2016 AutoCAD Civil3D format.
- ASCII file of control points.
- XML file of the DTM.

Schedule: 1-Alliance can begin field work 2-weeks from notice to proceed and provide a finished base map 3-4 weeks thereafter.

1 Alliance appreciates the opportunity to present this proposal. If you have any questions, please feel free to call.

Sincerely,

1 Alliance Geomatics, LLC

Erik J. Van Buskirk, PLS
Survey Project Manager



PROJECT LIMITS EXHIBIT



EXHIBIT B
Conventional Field Surveying

PROJECT	NUMBER	17-131
	NAME	Deepdene
	CLIENT	Tetra Tech
	OWNER	City of Des Moines

Date 14-Mar-18
by DP
ckd EVB



TASK			Principal	PM	PLS	Admin	Tech 5	Tech 4	Tech 3	Tech 2	TECH 1	FEE
			\$ 203.86	\$ 140.16	\$ 114.67	\$ 76.45	\$ 112.13	\$ 101.93	\$ 89.19	\$ 76.45	\$ 63.71	
NUMBER	DESCRIPTION	HOURS										TASK
1	PM; Admin; Work Plan	2				2						\$ 153
2	Geodetic Survey Control	15		4			1	4	4	2		\$ 1,590
3	ROW Calcs	20	2	16			2					\$ 2,875
4	Survey Mapping Conventional	97	1	4			20	24	24	24		\$ 9,429
5		0										\$ -
6		0										\$ -
7		0										\$ -
8		0										\$ -
9		0										\$ -
10		0										\$ -
11		0										\$ -
12		0										\$ -
13		0										\$ -
14		0										\$ -
	TOTAL HOURS	134										
			3	24	0	2	23	28	28	26	0	134
			\$ 611.58	\$ 3,363.84	\$ -	\$ 152.90	\$ 2,578.99	\$ 2,854.04	\$ 2,497.32	\$ 1,987.70	\$ -	\$ 14,046.37
TOTAL DIRECT BURDENED SALARY COSTS												\$ 14,046
OTHER DIRECT COSTS												
MILEAGE		(ONE WAY)	28	MILEAGE (TOTAL MILES)		224		\$ 0.545				\$ 122
number of field days			4									\$ -
NOTES			Aerial or Mobile Mapping			Aerial or Mobile Mapping (estimate)						
			MATERIALS & SUPPLIES			3DLS (estimate)						
			OTHER (Potholing)			Potholes (estimate)		\$ -				
			SUE LOCATES			Utility Locates (estimate)		\$ -				
TOTAL OTHER DIRECT COSTS												\$ 122
GRAND TOTAL FEE ESTIMATE												\$ 14,168

EXHIBIT C
Additional Surveying for MHHW

Date 14-Mar-18
by DP
ckd EVB



PROJECT	NUMBER	17-131	Date 14-Mar-18									
	NAME	Deeptide	by DP									
	CLIENT	Tetra Tech	ckd EVB									
	OWNER	City of Des Moines										

TASK			Principal	PM	PLS	Admin	Tech 5	Tech 4	Tech 3	Tech 2	TECH 1	FEE
			\$ 203.86	\$ 140.16	\$ 114.67	\$ 76.45	\$ 112.13	\$ 101.93	\$ 89.19	\$ 76.45	\$ 63.71	

NUMBER	DESCRIPTION	HOURS										TASK
1	PM; Admin; Work Plan	0										\$ -
2	Geodetic Survey Control	9			1			3	3	2		\$ 841
3	ROW Calcs	0										\$ -
4	Survey Mapping Conventional	9			2		2	2	2	1		\$ 912
5		0										\$ -
6		0										\$ -
7		0										\$ -
8		0										\$ -
9		0										\$ -
10		0										\$ -
11		0										\$ -
12		0										\$ -
13		0										\$ -
14		0										\$ -
TOTAL HOURS		18	0	0	3	0	2	5	5	3	0	18
			\$ -	\$ -	\$ 344.01	\$ -	\$ 224.26	\$ 509.65	\$ 445.95	\$ 229.35	\$ -	\$ 1,753.22
			TOTAL DIRECT BURDENED SALARY COSTS									\$ 1,753

			OTHER DIRECT COSTS									
MILEAGE	(ONE WAY)	28	MILEAGE (TOTAL MILES)		56		\$ 0.545					\$ 31
number of field days		1										\$ -
NOTES			Aerial or Mobile Mapping			Aerial or Mobile Mapping (estimate)						
			MATERIALS & SUPPLIES			3DLS (estimate)						
			OTHER (Potholing)			Potholes (estimate)						\$ -
			SUE LOCATES			Utility Locates (estimate)						\$ -
			TOTAL OTHER DIRECT COSTS									\$ 31
			GRAND TOTAL FEE ESTIMATE									\$ 1,784



1 ALLIANCE
GEOMATICS
SURVEYING & MAPPING

MBE/DBE

GEOTECHNICAL EVALUATION SCOPE OF WORK EXHIBIT B1-7

Scope of work from AMEC Foster Wheeler for geotechnical evaluation on the project follows.



March 29, 2018

Greg Gaasland, PE
Tetra Tech Engineering & Architecture Services
1420 Fifth Ave, Ste 650
Seattle, Washington 98101

Subject: Proposal for Geotechnical Engineering Services
New Stormwater Pipe for Deepdene Plat
S 260th Street & Marine View Drive S
Des Moines, Washington

Dear Greg,

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is pleased to submit this proposal for geotechnical engineering services to support design of a new stormwater pipe to convey surface water runoff from the cul de sac down the slope to the shoreline. In 2016, Amec Foster Wheeler performed a site reconnaissance of the landslide that destroyed the previous stormwater pipe and prepared a letter dated May 9, 2016 that assessed the landslide conditions. It is our understanding that the City of Des Moines constructed a temporary repair shortly after the landslide, and now they have asked Tetra Tech to design a long-term repair that will consist of a high-density polyethylene (HDPE) pipe anchored to the top of the slope that discharges on the shoreline. Amec Foster Wheeler proposes to assist Tetra Tech by providing geotechnical engineering information for anchoring the pipe to the slope.

Amec Foster Wheeler's scope of work will include the following tasks.

- Site Reconnaissance. Amec Foster Wheeler will visit the site to locate exploration locations, mark the locations for utility locating, and document any changes to the landslide since our previous site reconnaissance in 2016.
- Field Exploration. One to two exploratory borings will be advanced with a small track-mounted drill rig near the location of the existing catch basin at the top of the slope. The drill rig will be operated by an independent firm working under sub contract to Amec Foster Wheeler. We have budgeted one day of drilling. The boring depths will depend on conditions encountered but the intent is to identify suitable soils for anchor resistance that have not been disturbed by landslide movement.
- Laboratory Testing. Selected soil samples will be submitted to a testing laboratory for index tests such as grain size distribution and moisture content.

Tetra Tech Engineering & Architecture Services
New Stormwater Pipe for Deepdene Plat
March 29, 2018
Page 2 of 2

- Engineering Analyses. Using the information obtained from the site reconnaissance and the exploratory drilling and topographic surveying (provided by Tetra Tech), we will prepare geologic cross-section with interpreted subsurface conditions. We will identify suitable soils and depths for pipe anchors, and we will recommend pull-out resistance for design of the anchors.
- Report Preparation. Amec Foster Wheeler will prepare a report that incorporates our previous site reconnaissance information and our currently proposed study. The report will summarize the site, subsurface and landslide conditions, and provide recommendations for anchoring a HDPE pipe to the surface of the slope.

These services will be performed on a time and materials basis for the estimated budget presented in the attached table. Upon receiving, authorization to proceed, we will review the available documents and schedule a drilling subcontractor within the first two weeks. Our report will be ready for review about three weeks after the field exploration is completed.

If the proposal is acceptable, we understand that Tetra Tech will prepare a subconsultant agreement for our review of the terms and conditions, which are assumed to be consistent with the City of Des Moines contract for on-call engineering services.

We look forward to assisting you on this project. If this proposal is acceptable, please provide a sub consultant agreement and any additional documents that may be helpful, such as a topographic survey of the slope. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

Amec Foster Wheeler
Environment & Infrastructure, Inc.



Todd D Wentworth, PE, LG
Associate Geotechnical Engineer

Reviewed by Henry W. Brenniman, LEG

Attachment: Table Estimated Budget



ATTACHMENT

Budget Estimate
Geotechnical Engineering Evaluation
Des Moines Deepdene Drainage Project

Breakdown of Labor Costs

<i>Personnel and Hourly Rates Per Category</i>							
<i>Task Description</i>	<i>Principal</i>	<i>Associate</i>	<i>Project Eng./Geo</i>	<i>Sr. Staff Eng./Geo</i>	<i>Staff Eng./Geo</i>	<i>Drafting</i>	<i>Clerical/ Technical Editor</i>
	\$195.00	\$160.00	\$130.00	\$110.00	\$100.00	\$95.00	\$65.00
Administrative							
Project Management	6	2					4
Office Preparation							
Research	1	1	1	1			
Field Engineering							
Site Recon and Utility Locate		1		6			
Field Drilling				10			
Report Preparation							
Site Plan, Cross-Section, Logs, and Lab		1		8		4	
Office Engineering and Analysis	1	4	8			2	
Report Preparation	2	4	8	8		2	4
Consultation							
Calls / Meetings / E-mails	2	2					
Subtotal	12	15	17	33	0	8	8
<i>Total Labor Costs per Level</i>	\$2,340	\$2,400	\$2,210	\$3,630	\$0	\$760	\$520
Total Labor Costs							\$11,860

Breakdown of Expenses

	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total</i>
Mileage	100	Miles	\$0.55	\$55.00
Field Supplies	1	Each	\$25.00	\$25.00
Lab Grain Size	2	Each	\$110.00	\$220.00
Lab Moisture	2	Each	\$15.00	\$30.00
California Bearing Ratio	0	Each	\$500.00	\$0.00
Drilling Subcontractor	1	LS	\$1,700	\$1,700.00
Private Locate	0	Per hr	\$80.00	\$0.00
Traffic Control - Flagging	0	Day	\$500.00	\$0.00
Traffic Plan	0	Each	\$100.00	\$0.00
		Each	\$ -	\$0.00
No Markup per City				\$0
Total Expenses				\$2,030
TOTAL COST ESTIMATE				\$13,890

PERMIT APPLICATION SCOPE OF WORK EXHIBIT B1-8

Scope of work from Parametrix for the permit documentation on the project follows.

SCOPE OF WORK

City of Des Moines Deepdene Stormwater Repair Support

Parametrix will provide assistance and support to the City of Des Moines and Tetra Tech during the implementation of the City's Deepdene Stormwater Repair project. The project will repair an existing stormwater outfall to Puget Sound that was damaged by a landslide. The project also includes modifications to the existing stormwater collection and conveyance system to separate stormwater from Marine View Drive from the existing outfall and divert it to the existing roadside stormwater system. Tetra Tech has requested Parametrix support for the City's environmental review and permit efforts. Parametrix's work will include:

Task 100 Project Management (Parametrix)

- Prepare monthly invoices and progress reports.

Task 200 Permit Assistance (Parametrix)

- Reviewing the existing geotechnical reports, engineering studies and other existing information for the project area.
- Conduct a brief site visit to review the project area. The purpose of this site visit is to identify general ecological conditions and functions within the project area and to verify critical areas GIS data provided by the City.
- Prepare a brief critical areas memorandum to support review by the City during their evaluation and other permit review.
- Prepare a conceptual landscape restoration plan for areas affected by the proposed repair, if needed.

Deliverables:

- Monthly Invoices and Progress Reports - Electronic submittal
- Critical Areas Technical Memoranda, Draft and Final - Electronic submittal
- Conceptual Restoration Plan, Draft and Final - Electronic submittal

Assumptions:

- Tetra Tech will provide Parametrix with base mapping that show contours and proposed work areas.
- The project will be categorically exempt from SEPA.
- The project will be designed and implemented to conform to the City's definition of a "normal repair" and will qualify for a Shoreline Exemption
- No additional discipline reports, technical memoranda, or other analysis will be required except for the deliverables identified herein.
- The City will prepare, compile, and submit permit applications.
- No duplication or reproduction is included in this scope of work.
- The technical memoranda will be based on existing information. No field assessments, critical area delineation, survey, borings, or sampling will be conducted for the project.

SCOPE OF WORK (continued)

- The conceptual restoration plan will be a text only with schematic exhibits and will not include design sheets or detailed landscape plan.
- Tetra Tech or the City will provide a current geotechnical investigation identifying potential impacts and mitigation related to geological hazards. This information will be included by reference in the Critical Areas Technical Memorandum. This scope of work does not include a geotechnical investigation.

\$7,809.61

**SCOPE OF WORK
EXHIBIT B1-9
ESTIMATE OF PROFESSIONAL SERVICES**

The combined estimate of professional services, including the subconsultant fees, follows.



Tetra Tech, Inc.
1420 Fifth Avenue, Suite 550
Seattle WA 98101
(206) 883-9300
(206) 883-9301 (FAX)

CLIENT: City of Des Moines

PROJECT: Deepdene Outfall Repair Project

P.B. No.: 100-RCE-P180058

Proj. No.:

Date: 4/25/2018

EXHIBIT B-2: Estimate of Professional Services

Phase Description	Program Manager/QA/QC	Civil/Environmental Engineer - Senior Project Manager	Civil/Environmental Engineer - Senior	Civil/Environmental Engineer - Junior	CAD Drafter	Admin Support	Totals	Total Labor	Travel / Meals	Printing / Reports	Computer / CAD	Misc.	Total Expenses	Geotechnical - AMEC	Utility Pathing	Permit Application	Survey - 1st Alliance	Total Sub.	PHASE TOTALS
		QA/QA	Design	Analysis	CAD	Admin													
1.0 Project Administration								\$14,022											\$14,022
1.1 Progress reports and invoice review (8 months)		8				4	12	\$1,860											\$1,860
1.2 Prepare weekly email status reports (36)		6					6	\$1,182											\$1,182
1.3 Prepare subconsultant agreements (4)		12				6	18	\$2,790											\$2,790
1.4 Provide ongoing project management		24				4	28	\$5,012											\$5,012
1.5 Prepare project plan		2					2	\$394											\$394
1.6 Prepare health and safety plan		1				3	4	\$410											\$410
1.7 Conduct start-up meeting with team	1	2		1		1	5	\$837											\$837
1.8 QA/QC review	4	2				1	7	\$1,537											\$1,537
2.0 Data Collection and Field Investigations								\$2,386											\$2,446
2.1 Collect and review existing information		4					4	\$788											\$788
2.2 Collect and review design standards and criteria		2					2	\$394											\$394
2.3 Conduct site reconnaissance		4		4			8	\$1,204	\$60				\$60						\$1,264
3.0 Support Services								\$2,573											\$44,285
3.1 Field Survey and Base Maps		2					2	\$394									\$15,952	\$15,952	\$16,346
3.2 Geotechnical Evaluation		3					3	\$591						\$13,890				\$13,890	\$14,481
3.3 Utility Pathing		4			2		6	\$986	\$60				\$60		\$4,000			\$4,000	\$5,046
3.4 Permitting		2		2			4	\$602								\$7,810		\$7,810	\$8,412
4.0 Drainage Evaluation								\$2,643											\$2,663
4.1 Hydrologic/Hydraulic Analysis		1		6			7	\$821											\$821
4.2 Prepare draft Drainage Memo	1	2		4		1	8	\$1,149											\$1,149
4.3 Prepare final Drainage Memo		2		2		1	5	\$673		\$20			\$20						\$693
5.0 Final Design and Contract Documents																			
5.1 Thirty-percent (30%) PS&E								\$16,426											\$16,446
5.1.1 Prepare Plans	1	40		16	40		97	\$13,772		\$20			\$20						\$13,792
5.1.2 Prepare specification outline		2					2	\$394											\$394
5.1.3 Develop quantities and estimate		8		4			12	\$1,992											\$1,992
5.1.4 Submit to the City		1				1	2	\$268											\$268
5.2 Sixty percent (60%) PS&E								\$14,190											\$14,210
5.2.1 Coordination Meeting		2					2	\$394											\$394
5.2.2 Special Provisions		12		3		4	19	\$2,060											\$2,060
5.2.3 Prepare Plans	1	28		4	24		57	\$8,576		\$20			\$20						\$8,596
5.2.4 Cost Estimate		8		4			12	\$1,992											\$1,992
5.2.5 Submittal to City		1				1	2	\$268											\$268



Tetra Tech, Inc.
1420 Fifth Avenue, Suite 550
Seattle WA 98101
(206) 883-9300
(206) 883-9301 (FAX)

CLIENT: City of Des Moines

PROJECT: Des Moines Outfall Repair Project

P.D. No.: 100-RCE-P180058

Proj. No.:

Date: 4/25/2018

EXHIBIT B-2: Estimate of Professional Services

Phase Description	Program Manager/QA/QC	TETRA TECH						EXPENSES @ 1.00					SUBCONSULTANTS @ 1.00					PHASE TOTALS
		Civil/Environmental Engineer-Senior Project Manager	Civil/Environmental Engineer-Senior	Civil/Environmental Engineer-Junior	CAD Drafter	Admin Support	Totals	Travel / Meals	Printing / Reports	Computer / CAD	Misc.	Total Expenses	Geotechnical - AMEC	Utility Pooling	Permit Application	Survey - 1 Alliance	Total Subs.	
5.3 Ninety percent (90%) PS&E							\$19,042											\$19,122
5.3.1 Coordination Meeting		2					2	\$394	\$60			\$60						\$454
5.3.2 Special Provisions and Project Manual		40		8		4	52	\$8,996										\$8,996
5.3.3 Prepare Plans	1	24		4	20		49	\$7,392	\$20			\$20						\$7,412
5.3.4 Cost Estimate		8		4			12	\$1,992										\$1,992
5.3.5 Submittal to City		1				1	2	\$268										\$268
5.4 Final PS&E							\$12,123											\$12,123
5.4.1 Coordination Meeting		2					2	\$394	\$60			\$60						\$454
5.4.2 Special Provisions and Project Manual		16		6		2	24	\$3,918										\$3,918
5.4.3 Prepare Plans	1	16		4	16		37	\$5,420	\$60			\$60						\$5,480
5.4.4 Cost Estimate	1	6		2			9	\$1,658										\$1,658
5.4.5 Submittal to City		1				1	2	\$268	\$40			\$40						\$308
5.4.6 Prepare CD containing project files		2				1	3	\$465	\$10			\$10						\$475
6.0 Assistance During Construction (Not included in this contract)																		
6.1 Answer questions during construction																		
6.2 Prepare two addendums																		
TOTAL HOURS		11	303	78	102	36	\$30	\$83,405	\$240	\$190		\$430	\$13,890	\$4,000	\$7,810	\$15,932	\$41,652	\$125,487
FULLY BURDENED RATE		\$268	\$197	\$174	\$104	\$99	\$71											
SUBTOTALS		\$2,948	\$59,691	\$13,512	\$10,098	\$2,556	\$83,405											
TOTAL ESTIMATED WAGES							\$83,405											

TOTAL COMPENSATION: \$125,487

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 Tetra Tech salary levels.

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Project Title: Deepdene Plat Outfall Replacement

Project # 451.828

Summary Project Description:

Assumes we are doing only the city portion (and residents are doing their project separately or not at all. This project assumes the replacement of 300 linear feet of

Project Manager:

TOTAL PROJECT SCOPE				ACTUAL EXPENDITURES			BUDGET	PROJECT BUDGET ALLOCATIONS BY YEAR				
Expenditures	1/1/18 Current CIP Budget	2018 CIP Supplemental Request	2018 Revised CIP Budget Estimate	Project to Date 12/31/17	Project To Date 4/30/2018	2018 Year to Date 4/30/2018	2018 Remaining	Estimated Year End 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021	Planned Year 2022
Design												
External Engineering -	71,500	53,987	125,487	-	-	-	125,487	125,487				
Internal Engineering/Project Mgmt	12,000	-	12,000	1,063	2,408	1,345	9,592	10,937				
Design Contingency		25,000	25,000	-	-	-	25,000	25,000				
Permits	5,000	(5,000)	-	-	-	-	-	-				
Other Misc (Advertise, Postage, Etc.)	-	-	-	-	-	-	-	-				
Prop/ROW/Easements												
Other Miscellaneous	-	-	-	-	-	-	-	-				
Construction												
External Engineering	20,000	-	20,000	-	-	-	-	-	20,000			
Internal Engr-Proj Mgmt/ Inspect	22,000	-	22,000	-	-	-	-	-	22,000			
Construction Contract -	181,600	-	181,600	-	-	-	-	-	181,600			
Const Contract 1 - Construction Contingency	-	-	-	-	-	-	-	-				
Other												
Interfund Financial Services	4,061	-	4,061	11	11	-	4,050	4,050				
Contingencies	94,000	(73,987)	20,013	-	-	-	20,013	20,013				
Total Project Expense Budget:	410,161	-	410,161	1,074	2,419	1,345	184,142	185,487	223,600	-	-	-

Funding Source
/Transfers

Funding Sources	1/1/18 Current CIP Budget	2018 CIP Supplemental Request	2018 Revised CIP Budget Estimate	Project to Date 12/31/17	Project to Date 4/30/2018	2018 YTD 4/30/2018	2018 Remaining	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022
SWM Capital Fund Balance	410,161	-	410,161	1,074	2,419	1,345	184,142	185,487	223,600			
Total Project Revenue Budget:	410,161	-	410,161	1,074	2,419	1,345	184,142	185,487	223,600	-	-	-

Committed Cash:

- - - - -

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Transportation Gateway Project:
S. 216th Street Segment 3 Improvements
Right-of-Way Acquisitions
Parcel #082204-9133, Wesley Homes #18
Parcel #082204-9087, Wesley Homes #19

ATTACHMENTS:

1. Wesley Homes (Plan #18) Sidewalk and Utility Easement; and Utility Easement
2. Wesley Homes (Plan #19) Sidewalk and Utility Easement
3. Wesley Homes Donation Statement
4. Status ROW Acquisition - Graphic
5. CIP Budget S. 216th St Segment 3

AGENDA OF: May 24, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 15, 2018

CLEARANCES:

- [X] Community Development SMC
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Public Works PBC

CHIEF OPERATIONS OFFICER: DJB

- [X] Legal AG
 [X] Finance BAW
 [] Courts N/A
 [] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation:

The purpose of this agenda item is to seek City Council approval for establishment of utility and sidewalk easements to construct S. 216th Street Improvements consistent with the Right of Way (ROW) Plan for properties fronting the street. The following motions will appear on the Consent Calendar:

Suggested Motions:

1. "I move to approve and accept a permanent Sidewalk and Utility Easement (1212 SF) and a permanent Utility Easement (24 SF) on Parcel Number #082204-9133, owned by Wesley Homes LLC, as a donation to the City, and to authorize the City Manager to sign the Easements substantially in the form submitted."
2. "I move to approve and accept a permanent Utility Easement (50 SF) on Parcel #082204-9087, owned by Wesley Homes LLC, as a donation to the City, and to authorize the City Manager to sign the Utility Easement substantially in the form submitted."

Background:

In order to facilitate the widening of S. 216th Street, Segment #3 of the Transportation Gateway Project, CIP Project #319.334, easements are necessary to secure property for placement of underground utilities, walls, slopes and sidewalks. The requested action is consistent with the Council motion of January 11, 2018 approving the ROW plan and the start of the right of way acquisition phase for the improvements. Segment 3 is the last link for the S. 216th Street improvements west of State Route 99, collectively known as the City of Des Moines Transportation Gateway Project.

Discussion:

Design of this project is 85% complete including the SEPA Declaration of Non-Significance (DNS) issued on November 8, 2017. KPG's licensed surveyor has prepared legal descriptions and the right of way plan, with minor modifications, is consistent with that endorsed by the City Council on January 11, 2018. The easements are included in Attachment 1 & 2. These easements are being generously donated by Wesley Homes, LLC, to the City as noted in Attachment 3. The easements permit the City, and its assigns, to access, install and maintain utilities and sidewalks as well as authorize the owner to make use of these properties where there are no conflicts (i.e. landscaping, access, etc.).

Individual meetings have been held with the owner including discussions of how best to coordinate plans and construction, presentation of offers, and making settlements. The design includes replacement of aging trees located in the planter.

Notwithstanding minor design changes, there are 27 properties adjoining the project. Three of these properties are city owned, eight require only construction licenses to enter properties and match the improvements. Sixteen (16) properties require easements or fee simple acquisitions that are subject to compensation and acceptance by the City Council. Including the easements herein, permanent property rights have been acquired on 7 of the 16 properties referenced above. The other settlements will be subsequently forwarded to the Council as offers are accepted by the owners.

Attachment 4 illustrates the status of ROW acquisition. Time is of the essence as these acquisitions and/or property possession is required prior to bidding the project in the 4th quarter of 2018, followed by construction in the first quarter of 2019.

The City will match said improvements to all adjacent properties. The City will also agree to maintain access to these properties during construction and will restore the properties as close to the "before" condition as possible. Consistent with other Gateway Project improvements, the Project will underground

all overhead electrical and communication lines along the corridor, including some secondary service connections where needed to avoid construction delays and cost increases.

Alternatives:

The final design and alignment for the roadway requires these easements. An effort was made to only require easements where there was inadequate right of way to accommodate the improvements. Other alternatives are currently unavailable.

Financial Impact:

Funds for acquisition of this easement were approved as part of the City of Des Moines 2018 budget (Attachment 5). These specific easements are being donated to the City at no cost.

Recommendation/Conclusion:

Staff recommends the Council approve the proposed motions.

Concurrence:

The Legal, Finance, and Planning, Building, and Public Works Department concur.

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After Recording, Return to:

CITY OF DES MOINES
 ATTN: CITY ATTORNEY
 21630 11th Avenue South, Suite C
 Des Moines WA 98198

SIDEWALK AND UTILITY EASEMENT

Parcel Plan Number	18
Grantors:	Wesley Homes Des Moines LLC
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Abbreviated Legal Description:	A portion of Section 08, Township 22 N; Range 4 E in King County, WA
Additional Legal(s)	Exhibit A and A-1, attached hereto and made part of
Assessor's Tax Parcel ID#:	082204-9133

Transportation Gateway Project
South 216th Street Improvement, Segment 3
11th Ave S to 20th Ave S

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2018, by and between Wesley Homes Des Moines LLC, a Washington corporation, ("Grantor" herein), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein),

WITNESSETH:

- Grant of Easement.** The Grantors, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, hereby grant and convey to the City of Des Moines, a municipal corporation of the State of Washington, its contractors, employees, agents, successors, franchisors and assigns, (Grantee), for the purposes set forth herein, a non- exclusive perpetual easement for the placement, operation, and maintenance of public and private utility equipment ("Easement" herein) over, under, along, across, and through the following described real property ("Easement Area" herein) in King County, Washington.

Parcel # 082204-9133

Page 1 | 6

2. **Property Subject to Easement**

a. **Property Description.** The Property subject to this Easement is legally described and shown in Exhibit "A" and Exhibit "A-1" attached hereto and incorporated by reference.

b. **Easement Areas.** Except as is otherwise set forth herein, Grantee's rights shall be exercised only upon that portion of the property legally described in Exhibit "A" and Exhibit "A-1" ("Easement Areas" herein) attached hereto and incorporated by reference.

3. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, and enlarge sidewalk and utility structures and associated features within the Easement Areas for the purpose of constructing and maintaining utilities. Such utilities may include, but is not limited to:

4. **Utility Features.** Above and below ground handholes, conduits, vaults, switches, pedestals, transformers, fire hydrant connection, water meters, valves, and all other facilities and/or appurtenances necessary and/or convenient to any and/or all of the forgoing.

Following the initial construction of all and/or portion of its utility features, Grantee may, from time to time, construct such additional facilities as it may require for such utility features.

4. **Access.** Grantee shall have the right of access to the Easement Areas over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

5. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Areas. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, tree or other vegetation in the Easement Area.

6. **Grantor's Use of Easement Area.** Grantors reserve the right to use the Easement Areas for any purpose so long as the use does not interfere with the Easement rights herein granted. Grantors may install groundcover and shrub landscaping plantings within the Easement Area with Grantee's prior written consent. Grantors shall not alter the ground surface and subsurface with the Easement Area by excavation, placement of fill material, or installation of any wall or rockery, without Grantee's

Parcel # 082204-9133

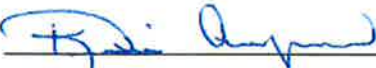
Page 2 | 6

Public Works Director, or authorized designee, prior written consent. Grantee's prior written consent, where required, shall not be unreasonably withheld. Grantor shall not construct or maintain any buildings within the Easement Areas.

7. **Indemnity.** Grantee agrees to indemnify Grantors from and against liability incurred by Grantors as result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantors for that portion of any such liability attributable to the negligence of Grantors or the negligence of others.
8. **Covenant Running with the Land.** This Easement shall be covenant running with the land and shall forever bind Grantors, their heirs, successors, and assigns.
9. **Assignment.** Grantee shall have the right to assign this Easement to franchised utilities in the event that Grantee need to request underground of overhead lines; provided, however just compensation and have waived said rights.

GRANTOR:

Wesley Homes Des Moines LLC

By: 

Its: President/CEO

Date: 5/10/18

GRANTEE:

CITY OF DES MOINES,

a Washington municipal corporation

By: Michael Matthias, City Manager

Date _____

At the direction of the Des Moines City Council during open public meeting on the ____ day of _____, 2018.

APPROVED as to form only:

Parcel # 082204-9133

Page 3 | 6



Timothy A. George, City Attorney

5-10-18

Date

STATE OF WASHINGTON }
 } ss.
 COUNTY OF KING }

I certify that I know or have satisfactory evidence that Kevin Anderson is the person(s) who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Grantor, Pres/CEO, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: 05/10/2018
 Signature: Vicki C Sheckler
 Notary Public in and for the City of Des Moines
State of WA
 Notary (print name): Vicki C Sheckler
 Residing at: Des Moines WA
 My appointment expires: 04/29/2018

STATE OF WASHINGTON }
 } ss.
 COUNTY OF KING }

This instrument was acknowledged before me on _____ (date of acknowledgment) by Michael Matthias as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

Dated: _____
 Signature: _____
 Notary Public in and for the State of Washington
 Notary (print name): _____
 Residing at: _____
 My appointment expires: _____

Parcel # 082204-9133

Page 4 | 6

EXHIBIT A
PARCEL NO. 082204-9133
SIDEWALK AND UTILITY EASEMENT

THE SOUTH 5.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".

EXCEPT THAT PORTION LYING WITHIN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

CONTAINING 1,212 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 2726352, DATED DECEMBER 12, 2017)

THE EAST HALF OF THE EAST 15 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 8, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8;

THENCE SOUTH 1° 06' 00" WEST 1,315.88 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8;

THENCE NORTH 86° 39' 35" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION 1,403.80 FEET TO A POINT WHICH IS THE CENTER OF THE NORTHEAST QUARTER OF SAID SECTION 8 AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 0° 03' 23" WEST 747.43 FEET; THENCE NORTH 87° 15' 32" WEST 242.48 FEET;

THENCE NORTH 0° 03' 29" EAST 749.98 FEET; THENCE SOUTH 86° 39' 35" EAST 242.60 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8 TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF, IF ANY, LYING WITHIN THE WEST HALF OF THE EAST 15 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8; AND EXCEPT THE SOUTH 30 FEET OF THE REMAINDER LYING WITHIN SOUTH 216TH STREET AS ESTABLISHED MAY 2, 1932 IN VOLUME 32 OF COMMISSIONER'S RECORDS, PAGE 238.

TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SAID SOUTHWEST QUARTER WHICH IS NORTH 0° 03' 23" EAST 42.03 FEET FROM THE SOUTHWEST CORNER THEREOF, SAID POINT LYING ON THE NORTH MARGIN OF SOUTH 216TH STREET AS ESTABLISHED BY DEED TO KING COUNTY RECORDED UNDER KING COUNTY RECORDING NO. 6100097;

THENCE NORTH 0° 03' 23" EAST ALONG SAID WEST LINE OF SAID SUBDIVISION 556.67 FEET;

THENCE SOUTH 87° 15' 32" EAST PARALLEL WITH THE NORTH LINE OF THE SAID SOUTHWEST

QUARTER A DISTANCE OF 48.75 FEET;

THENCE SOUTH 20° 21' 27" EAST 114.83;

THENCE SOUTH 0° 03' 23" WEST 450.00 FEET TO THE NORTH MARGIN OF SOUTH 216TH STREET;

THENCE NORTH 87° 51' 30" WEST 88.81 FEET ALONG THE NORTH MARGIN OF SAID STREET TO THE POINT OF BEGINNING.

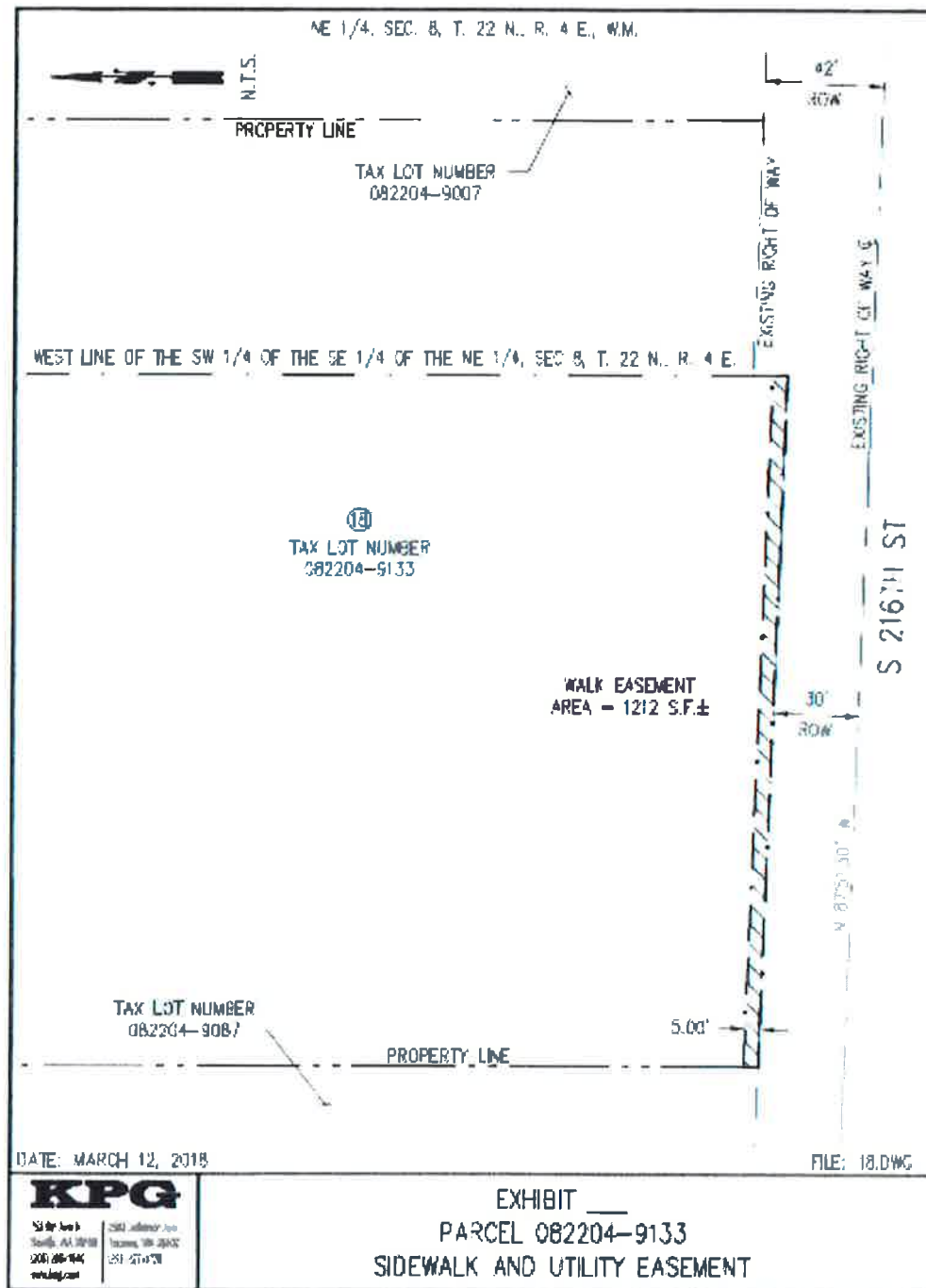
18-WALK.DOCX

Page 1 of 1
KPG
 TACOMA SEATTLE



Parcel # 082204-9133

Page 5 | 6

Exhibit A-1

Parcel # 082204-9133

Page 6 | 6

After Recording, Return to:

CITY OF DES MOINES
 ATTN: CITY ATTORNEY
 21630 11th Avenue South, Suite C
 Des Moines WA 98198

UTILITY EASEMENT

Parcel Plan Number	18
Grantors:	Wesley Homes Des Moines LLC
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Abbreviated Legal Description:	A portion of Section 08, Township 22 N; Range 4 E in King County, WA
Additional Legal(s)	Exhibit A and A-1, attached hereto and made part of
Assessor's Tax Parcel ID#:	082204-9133

Transportation Gateway Project
South 216th Street Improvement, Segment 3
11th Ave S to 20th Ave S

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2018, by and between Wesley Homes Des Moines LLC, a Washington corporation, ("Grantor" herein), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein),

WITNESSETH:

1. **Grant of Easement.** The Grantors, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, hereby grant and convey to the City of Des Moines, a municipal corporation of the State of Washington, its contractors, employees, agents, successors, franchisors and assigns, (Grantee), for the purposes set forth herein, a non- exclusive perpetual easement for the placement, operation, and maintenance of public and private utility equipment ("Easement" herein) over, under, along, across, and through the following described real property ("Easement Area" herein) in King County, Washington.

Parcel # 082204-9133

Page 1 | 7

2. Property Subject to Easement

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3. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, and enlarge utility structures and associated features within the Easement Areas for the purpose of constructing and maintaining utilities. Such utilities may include, but is not limited to:

4. **Utility Features.** Above and below ground handholes, conduits, vaults, switches, pedestals, transformers, fire hydrant connection, water meters, valves, and all other facilities and/or appurtenances necessary and/or convenient to any and/or all of the forgoing.

Following the initial construction of all and/or portion of its utility features, Grantee may, from time to time, construct such additional facilities as it may require for such utility features.

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5. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Areas. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, tree or other vegetation in the Easement Area.

6. **Grantor's Use of Easement Area.** Grantors reserve the right to use the Easement Areas for any purpose so long as the use does not interfere with the Easement rights herein granted. Grantors may install groundcover and shrub landscaping plantings within the Easement Area with Grantee's prior written consent. Grantors shall not alter the ground surface and subsurface with the Easement Area by excavation, placement of fill material, or installation of any wall or rockery, without Grantee's

Parcel # 082204-9133

Page 2 | 7

Public Works Director, or authorized designee, prior written consent. Grantee's prior written consent, where required, shall not be unreasonably withheld. Grantor shall not construct or maintain any buildings within the Easement Areas.

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9. **Assignment.** Grantee shall have the right to assign this Easement to franchised utilities in the event that Grantee need to request underground of overhead lines; provided, however just compensation and have waived said rights.

GRANTOR:

Wesley Homes Des Moines LLC

By: [Signature]

Its: Pres. & CEO

Date: 5/10/18

GRANTEE:

CITY OF DES MOINES,

a Washington municipal corporation

By: Michael Matthias, City Manager

_____ Date

At the direction of the Des Moines City Council during open public meeting on the ____ day of _____, 2018.

APPROVED as to form only:

Parcel # 082204-9133

Page 3 | 7



Timothy A. George, City Attorney

5-10-18

Date

STATE OF WASHINGTON }
 } ss.
 COUNTY OF KING }

I certify that I know or have satisfactory evidence that Kevin Anderson is the person(s) who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Executive Pres/CEO, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: 05/10/2018
 Signature: Vicki C. Sheckler
 Notary Public in and for the City of Des Moines
State of WA
 Notary (print name): Vicki C. Sheckler
 Residing at: Des Moines, WA
 My appointment expires: 04/29/2020

STATE OF WASHINGTON }
 } ss.
 COUNTY OF KING }

This instrument was acknowledged before me on _____ (date of acknowledgment) by Michael Matthias as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

Dated: _____
 Signature: _____
 Notary Public in and for the State of Washington
 Notary (print name): _____
 Residing at: _____
 My appointment expires: _____

Parcel # 082204-9133

Page 4 | 7

EXHIBIT A
PARCEL NO. 082204-9133
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID PARCEL "A" AND A LINE THAT IS 35.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 216TH STREET;

THENCE SOUTH 87° 51' 30" EAST ALONG SAID PARALLEL LINE, 87.37 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 02° 08' 30" EAST 3.00 FEET TO A LINE THAT IS 38.00 FEET NORTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216TH STREET;

THENCE SOUTH 87° 51' 30" EAST ALONG SAID PARALLEL LINE, 8.00 FEET;

THENCE SOUTH 02° 08' 30" WEST, 3.00 FEET TO SAID LINE THAT IS 35.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 216TH STREET;

THENCE NORTH 87° 51' 30" WEST ALONG SAID PARALLEL LINE, 8.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 24 SQUARE FEET, MORE OR LESS

PARCEL "A":

(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 2726352, DATED DECEMBER 12, 2017)

THE EAST HALF OF THE EAST 15 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 8, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8;

THENCE SOUTH 1° 06' 00" WEST 1,315.88 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8;

THENCE NORTH 86° 39' 35" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION 1,403.80 FEET TO A POINT WHICH IS THE CENTER OF THE NORTHEAST QUARTER OF SAID SECTION 8 AND THE TRUE POINT OF BEGINNING;

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THENCE NORTH 87° 15' 32" WEST 242.48 FEET;

THENCE NORTH 0° 03' 29" EAST 749.98 FEET;

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EXCEPT THAT PORTION THEREOF, IF ANY, LYING WITHIN THE WEST HALF OF THE EAST 15 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8; AND

EXCEPT THE SOUTH 30 FEET OF THE REMAINDER LYING WITHIN SOUTH 216TH STREET AS ESTABLISHED MAY 2, 1932 IN VOLUME 32 OF COMMISSIONER'S RECORDS, PAGE 238.

TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE WEST LINE OF THE SAID SOUTHWEST QUARTER WHICH IS

NORTH 0° 03'23" EAST 42.03 FEET FROM THE SOUTHWEST CORNER THEREOF, SAID POINT LYING ON THE

18.UTIL.DOCX

Page 1 of 2

KPG
 KACOWA SLATILL

Parcel # 082204-9133

Page 5 | 7

NORTH MARGIN OF SOUTH 216TH STREET AS ESTABLISHED BY DEED TO KING COUNTY RECORDED
 UNDER KING COUNTY RECORDING NO. 6100097;
 THENCE NORTH 0° 03' 23" EAST ALONG SAID WEST LINE OF SAID SUBDIVISION 566.67 FEET;
 THENCE SOUTH 87° 15' 32" EAST PARALLEL WITH THE NORTH LINE OF THE SAID SOUTHWEST
 QUARTER A DISTANCE OF 48.75 FEET;
 THENCE SOUTH 20° 21' 27" EAST 114.83;
 THENCE SOUTH 0° 03' 23" WEST 450.00 FEET TO THE NORTH MARGIN OF SOUTH 216TH STREET;
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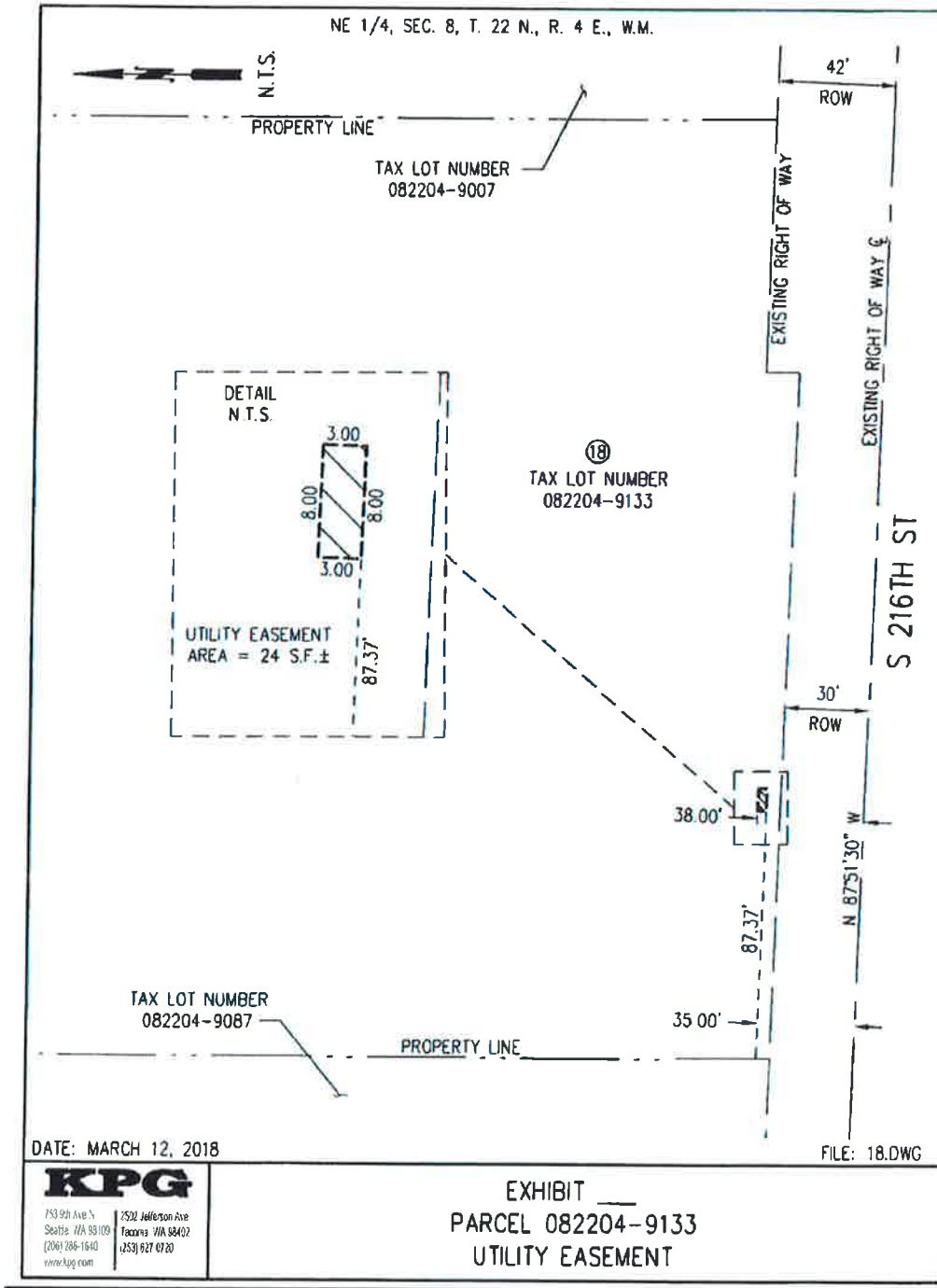


3/16/2018

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Page 2 of 2
KPG
 TACOMA SEATTLE

Parcel # 082204-9133
 Page 6 | 7

Exhibit A-1

Parcel # 082204-9133

Page 7 | 7

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Attachment #2

After Recording, Return to:

CITY OF DES MOINES
 ATTN: CITY ATTORNEY
 21630 11th Avenue South, Suite C
 Des Moines WA 98198

SIDEWALK AND UTILITY EASEMENT

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Assessor's Tax Parcel ID#:	082204-9087

Transportation Gateway Project
South 216th Street Improvement, Segment 3
11th Ave S to 20th Ave S

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Parcel # 082204-9087

Page 1 | 6

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Parcel # 082204-9087

Page 2 | 6

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Wesley Homes Des Moines LLC

By: [Signature]

Its: Pres. and CEO

Date: 5/10/18

GRANTEE:

CITY OF DES MOINES,

a Washington municipal corporation

By: Michael Matthias, City Manager

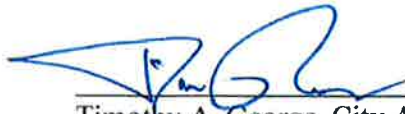
Date _____

At the direction of the Des Moines City Council during open public meeting on the ____ day of _____, 2018.

APPROVED as to form only:

Parcel # 082204-9087

Page 3 | 6



Timothy A. George, City Attorney

5-10-18

Date

STATE OF WASHINGTON }
 } ss.
 COUNTY OF KING }

I certify that I know or have satisfactory evidence that Kevin Anderson is the person(s) who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Grantor Pres/CEO, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: 5/10/2018
 Signature: Vicki C. Sheckler
 Notary Public in and for the City of Des Moines
 Notary (print name): Vicki C. Sheckler
 Residing at: Des Moines WA
 My appointment expires: 04/29/2020

STATE OF WASHINGTON }
 } ss.
 COUNTY OF KING }

This instrument was acknowledged before me on _____ (date of acknowledgment) by Michael Matthias as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

Dated: _____
 Signature: _____
 Notary Public in and for the State of Washington
 Notary (print name): _____
 Residing at: _____
 My appointment expires: _____

Parcel # 082204-9087

Page 4 | 6

EXHIBIT A
PARCEL NO. 082204-9087
SIDEWALK AND UTILITY EASEMENT

THE SOUTH 5.00 FEET OF THE EAST 10.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".

CONTAINING 50 SQUARE FEET, MORE OR LESS

PARCEL "A"

(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 2726352, DATED DECEMBER 12, 2017)

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8,
 TOWNSHIP 22 NORTH, RANGE 4 EAST WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
 EXCEPT THE WEST 274 FEET;

AND EXCEPT THE EAST 7.5 ACRES;

AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE WEST ALONG SAID SUBDIVISION LINE 242.80 FEET TO THE NORTHWEST CORNER OF
 THE EAST 7.5 ACRES AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00° 03' 28" WEST ALONG THE WEST LINE OF SAID EAST 7.5 ACRES 675.48 FEET;

THENCE NORTH 19° 38' 24" WEST 144.24 FEET;

THENCE NORTH 19° 13' 39" WEST 216.18 FEET;

THENCE NORTH 52° 44' 31" WEST 170.65 FEET;

THENCE SOUTH 58° 52' 44" WEST 254.80 FEET;

THENCE SOUTH 80° 17' 59" WEST 238.69 FEET;

THENCE SOUTH 82° 59' 51" WEST 183.69 FEET TO THE EAST LINE OF THE WEST 274 FEET OF SAID
 SUBDIVISION;

THENCE NORTH 00° 56' 27" WEST 475.13 FEET ALONG THE EAST LINE OF THE WEST 274 FEET OF SAID
 SUBDIVISION TO THE SOUTH LINE OF SOUTH 212TH STREET;

THENCE SOUTH 86° 39' 36" EAST TO THE TRUE POINT OF BEGINNING;

EXCEPT COUNTY ROADS



4/5/2018

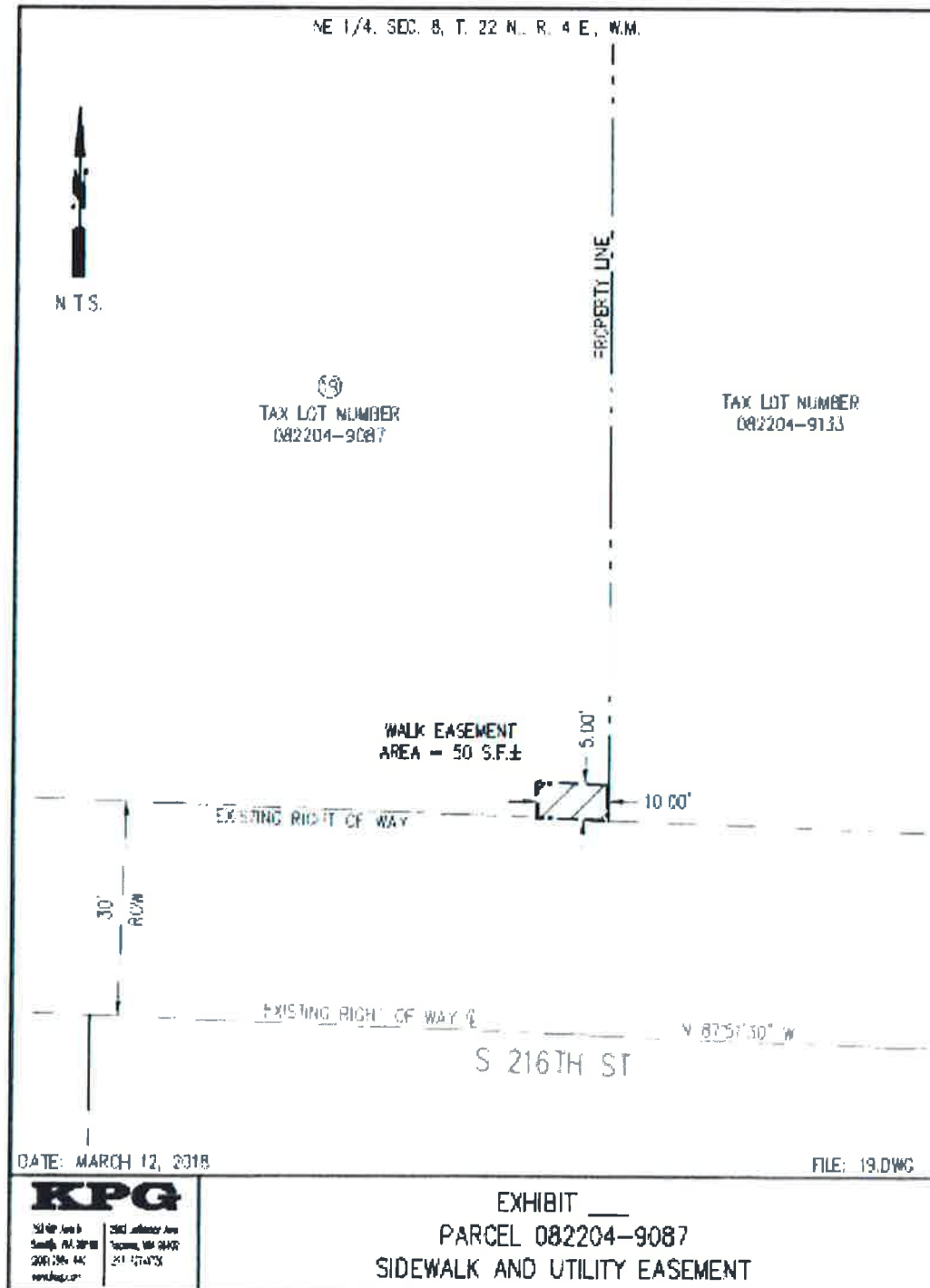
Page 1 of 1

KPG
 KONG & PARTNERS

19-WALK DXXX

Parcel # 082204-9087

Page 5 | 6

Exhibit A-1

Parcel # 082204-9087

Page 6 | 6

Date: April 24, 2018

DONATION STATEMENT

Owner name: Kevin Anderson, CEO
Wesley Homes Des Moines LLC
Address: 816 and 1122 S. 216th Street
Des Moines, WA 98198

RE: City of Des Moines
Project Name: South 216th Street Improvements Segment 3
Tax Parcel Nos: 082204-9133; and 082204-9087
Project Parcel Nos: Parcels 18 and 19 - ROW Plan

This letter is to notify you of your rights and benefits available to you under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 due to our public transportation project.

Your signature below acknowledges your donation of the attached property easements, as required in for the above project and situated on King County Assessor Parcel Numbers 082204-9133; and 082204-9087, to the City of Des Moines for transportation purposes is made voluntarily, and with full knowledge of your right to receive just compensation for the land, property rights, improvements and/or damages to the remainder. You, therefore, release the City of Des Moines from obtaining an appraisal of the acquired property.

Sincerely,



Brandon Carver, Public Works Director
City of Des Moines
206-870-6543

Receipt of this letter is hereby acknowledged. I understand this acknowledgment signifies Wesley Homes Des Moines LLC authorized donation and appraisal waiver.

Signature: Kevin Anderson, CEO

Date

Attachments

Len Madsen

From: Len Madsen
Sent: Tuesday, April 24, 2018 7:02 AM
To: Kevin Anderson
Cc: Brandon Carver; Vicki Sheckler; Sonja@resgnw.com
Subject: S. 216th St #3 Property Donation Statement and Easements

Kevin

Enclosed for your review and approval is a Donation Statement as well as Sidewalk and Utility Easements required by the City for this project.

If you can sign two originals of the donation statement, I will request Brandon's counter signature and return one for original for your records. Regarding the easements, Vicki Sheckler, City's attorney's office, is available to notarize your signatures.



Wesley Donation
Letter.docx



18. Seg-3
Sidewalk_Utility ...



18. Seg-3 Utility
Easement Rev...



19. Seg-3
Sidewalk Utility ...

Please let me know if you have any questions and thank you very much for your generous support of the project.

Len

Leonard D. Madsen, AICP
 Special Transportation Project Manager
 21650 11th Avenue S.
 Des Moines, WA 98198
 (206) 870-6523; (206) 353-1328 - Mobile

Date: April 24, 2018

DONATION STATEMENT

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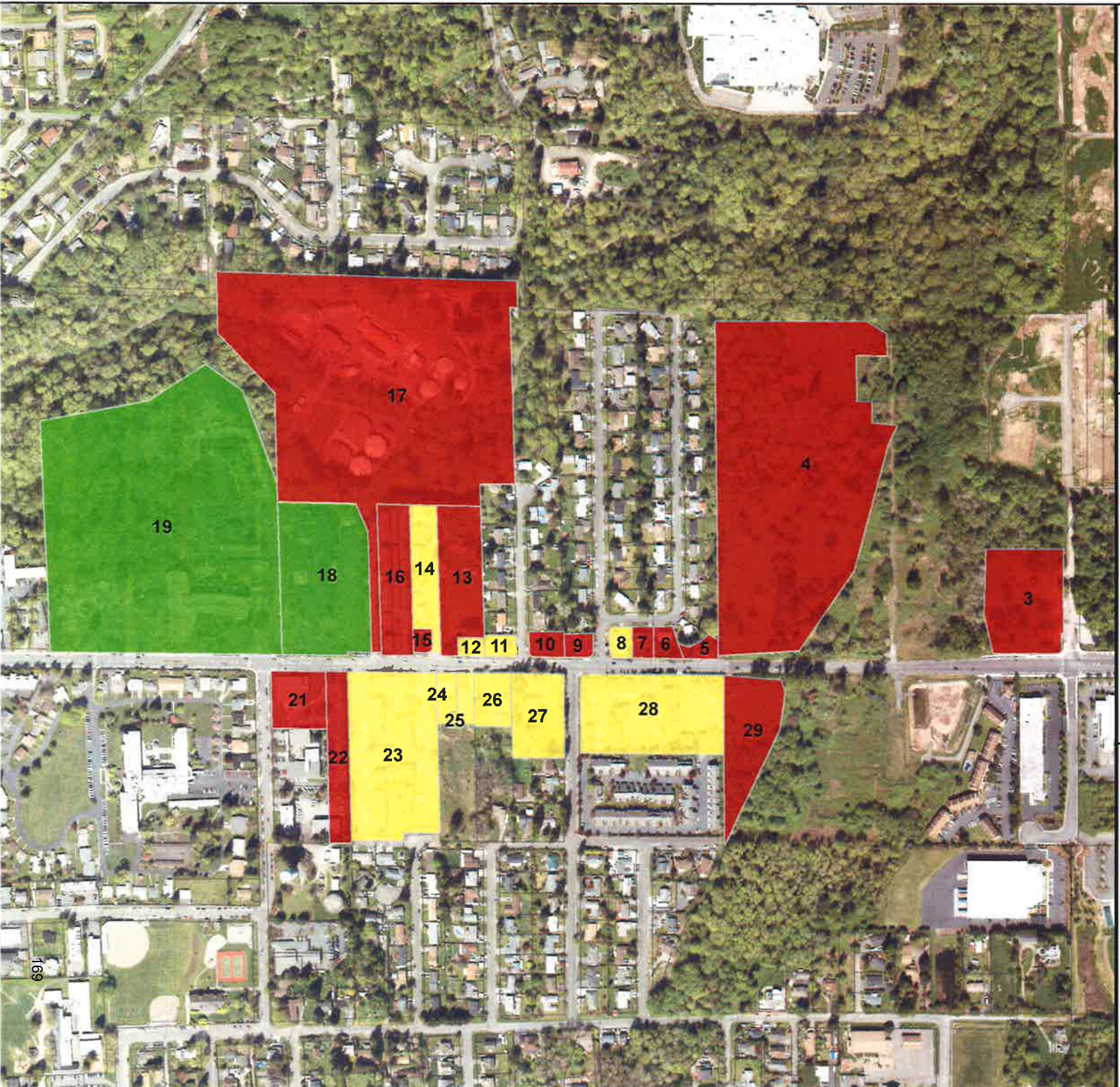
Signature: Kevin Anderson, CEO

5/10/18

Date

Attachments

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City of Des Moines

Geographic Information
System

South 216th Street Segment 3 Improvements

11th Avenue S to 20th Avenue S
ROW Acquisition Status
5/17/2018

-  Complete
-  Pending
-  Planned



Des Moines Transportation

21650 11th Ave S
Des Moines, WA 98198-6398
PHONE: (206) 870-7576 * FAX: (206) 870-6544
WEB: <http://www.desmoineswa.gov>

Map Generated: 15 May, 2018
©2018 City of Des Moines GIS

File: R:\R2018\GIS\Segment3Improvements216th.mxd

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Attachment #4

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Project Title: South 216th - Segment 3

Project #

319.334

Summary Project Description:

TOTAL PROJECT SCOPE													
Expenditures		1/1/18 Current CIP Budget	2018 CIP Supplemental Request	2018 Revised CIP Budget Estimate	Project to Date 12/31/17	Project To Date 3/31/2018	2018 Year to Date 3/31/2018	BUDGET		PROJECT BUDGET ALLOCATIONS BY YEAR			
Design								2018 Remaining	Estimated Year End 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021	Planned Year 2022
Vendor #	GL Account Number												
	319.334.040.595.10.45.10	540,000	-	540,000	475,018	477,035	2,017	62,965	64,982				
	319.334.040.595.10.45.12	10,000	-	10,000	3,069	7,188	4,119	2,812	6,931				
	319.334.040.595.10.45.15	80,000	-	80,000	37,693	38,373	680	41,627	42,307				
	319.334.040.595.30.45.19	-	-	-	1,800	1,800		(1,800)	(1,800)				
	Prop ROW/Estimates												
	319.334.040.595.10.45.20	130,000	-	130,000	-	11,065	11,065	118,934	130,000				
	319.334.040.595.20.45.25	30,000	-	30,000	-	7,260	7,260	22,740	30,000				
	Construction												
	319.334.040.595.10.45.30	560,000	-	560,000	-	-	-	-	-	560,000			
	319.334.040.595.10.45.32	30,000	-	30,000	-	-	-	-	-	30,000			
	319.334.040.595.30.45.33	4,081,000	-	4,081,000	-	-	-	-	-	4,081,000			
	319.334.040.595.30.45.34	-	-	-	-	-	-	-	-	-			
	319.334.040.595.30.45.39	-	-	-	-	-	-	-	-	-			
	Other												
	319.334.040.595.90.45.80	58,210	-	58,210	5,176	5,176		1,824	1,824	51,210			
	319.334.040.595.30.45.90	410,000	-	410,000	-	-	-	-	-	410,000			
	Contingencies												
	Total Project Expense Budget:	5,929,210	-	5,929,210	522,756	547,898	25,142	249,102	274,244	5,132,210			

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Funding Source	Funding Sources	1/1/18 Current CIP Budget	2018 CIP Supplemental Request	2018 Revised CIP Budget Estimate	Project to Date 12/31/17	Project to Date 3/31/2018	2018 YTD 3/31/2018	2018 Remaining	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022
319.334.321.397.00.00.00	Traffic Impact Fees - City Wide	2,771,965	-	2,771,965	242,333	242,333		153,515	153,515	2,376,117			
319.334.000.334.03.00.00	T18 Grant	3,157,245	-	3,157,245	280,423	280,423		120,729	120,729	2,756,093			
	Total Project Revenue Budget:	5,929,210	-	5,929,210	522,756	522,756	(25,142)	274,244	274,244	5,132,210			

Committed Cash:

Attachment #5

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Marina North Bulkhead Repair &
Replacement Project Reimbursement

ATTACHMENTS:

1. Draft Resolution No. 18-025

FOR AGENDA OF: May 24, 2018

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: March 16, 2018

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSB

☒ Legal JG

☒ Finance Baw

☐ Courts

☐ Police

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

Purpose and Recommendation

The purpose of this agenda item is for the adoption of a resolution declaring the City's intent to reimburse itself for expenditures incurred in the Marina North Bulkhead Repair and Replacement Project from proceeds of tax-exempt financing to be undertaken by the City. Staff will also provide a discussion of ongoing work related to bonding for the North Bulkhead Project.

Suggested Motion

Motion: "I move to adopt Draft Resolution No. 18-025, declaring the City's intent to reimburse itself for expenditures incurred with respect to the repair and replacement of the North Bulkhead at the Des Moines Marina."

Background

The Bulkhead for the north parking lot was completed in 1979 and consists of timber walers, timber piling, timber lagging, and deadman anchoring systems with rock slope scour protection. Recent

bulkhead evaluations concluded the timber elements exhibit severe degradation and failure. Additionally, some of the deadman anchors appear to be no longer constrained by the timber walers.

Given the condition of the bulkhead, the City is moving forward with design and permitting for complete replacement to ensure public use, economic development, and emergency management operations remain resilient into the future. The City issued a Request for Proposals in late 2017 and selected Exeltech Consulting to assist in these efforts. They will conduct preliminary engineering, bulkhead and breakwater alternative analysis, environmental permitting, and final design to be able to advertise the project for construction bidding.

Discussion

It is anticipated that the replacement for the entire north parking lot bulkhead and restroom facility will cost approximately \$15,000,000. Due to the significant cost, the project will be phased into three or four distinct projects with a focus on asset risk first. During preliminary engineering, it has been determined that the northwest corner of the existing bulkhead and north bulkhead are most susceptible to damage and wave inundation.

It is currently the intent of the City to finance a portion of the costs of the Project through the issuance of tax-exempt bonds in the anticipated amount of approximately \$5,300,000. The City has already incurred certain costs with respect to the Project, including, but not limited to, architectural, engineering and design costs. It is anticipated that additional costs will be incurred with respect to the Project prior to the issuance of the City's tax-exempt bonds and/or the receipt of the proceeds. In order to be reimbursed for those expenses, the City Council must pass this Draft Resolution declaring the City's intent to seek reimbursement.

Alternatives

Council could choose not to pass the Draft Resolution, in which case expenditures incurred before the bond issuance for the Marina North Bulkhead Repair and Replacement Project would not be eligible to be applied against the proceeds of tax-exempt financing to be undertaken by the City.

Financial Impact

Passing the draft resolution provides the city flexibility on how to cover expenditures on the North Bulkhead Repair and Replacement Project, and ensures that if necessary, project development costs could be covered by bond proceeds.

This Draft Resolution does not authorize the City to obtain the bonds. An ordinance will be presented to the City Council later this year that would authorize the financing of the Project.

Recommendation

Finance, Legal, and Administration recommend approval of this Draft Resolution.

CITY ATTORNEY'S FIRST DRAFT 03/14/2018**DRAFT RESOLUTION NO. 18-025**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, declaring the City's official intent to reimburse itself for expenditures incurred with respect to the repair and replacement of the North Bulkhead at the Des Moines Marina, including associated public amenities and beach access, pursuant to 26CFR 1-150-2.

WHEREAS, the City of Des Moines has determined to undertake the following capital project: repair and replacement of the North Bulkhead at the Des Moines Marina, including associated public amenities and beach access (collectively known as the "Project"), and

WHEREAS, it is currently the intent of the City to finance all or a portion of the costs of the Project through the issuance of tax-exempt bonds in the anticipated amount of approximately \$5,300,000, and

WHEREAS, the City has already incurred certain costs with respect to the Project, including, but not limited to, architectural, engineering and design costs ("preliminary expenditures"), and

WHEREAS, the City anticipates that it may incur (or not more than 60 days prior to the date of this resolution, has incurred) additional costs with respect to the Project prior to the issuance of the City's tax-exempt bonds and/or the receipt of the proceeds thereof, and

WHEREAS, the City desires to reimburse itself, to the maximum extent permitted by law, from the proceeds of its tax-exempt bonds for those costs incurred by the City with respect to the Project; now therefore,

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

Sec. 1. The recitals to this resolution are hereby incorporated by reference, as if fully set forth herein.

Resolution No. ____
Page 2 of ____

Sec. 2. The City Council has reviewed its existing and reasonably foreseeable budgetary and financial circumstances and has determined that the City reasonably expects to reimburse itself for expenditures for the Project from proceeds of bonds because the City has no funds available that already are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City for those expenditures on the Project. The City therefore declares its official intent to reimburse itself for expenditures originally made out of the Municipal Capital Improvements fund, on a temporary basis, with respect to the Project from the proceeds of tax-exempt financing to be undertaken by the City. The date of this declaration is the date of adoption of this resolution.

Sec. 3. The maximum principal amount of debt expected to be issued for reimbursement is not more than \$5,300,000 (amount expected to be spent prior to issuance of debt).

Sec. 4. This Resolution is intended to constitute a declaration of official intent within the meaning of 26CFR 1-150-2, and shall be construed in accordance with the provisions thereof.

Sec. 5. The City will not, within one year after the expected reimbursement, use amounts corresponding to proceeds received from bonds issued in the future to reimburse the City for previously paid expenditures for the Project in any manner that results in those amounts being treated as replacement proceeds of any tax exempt bonds (i.e., as a result of being deposited in a reserve fund, pledged fund, sinking fund or similar fund (other than a bona fide debt service fund) that is expected to be used to pay principal of or interest on tax exempt bonds). Nor will the City use those amounts in any manner that employs an abusive arbitrage device to avoid arbitrage restrictions.

Sec. 6. Any actions of the City or its officers prior to the date thereof and consistent with the terms of this resolution are ratified and confirmed.

5/16/18 11:07 AM

Resolution No. ____
Page 3 of ____

Sec. 7. This resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of ____, 2018 and signed in authentication thereof this ____ day of ____, 2018.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

5/16/18 11:07 AM



CITY COUNCIL REGULAR MEETING

Speaker Sign-Up Sheet

May 24, 2018

NAME (PLEASE PRINT)	ADDRESS	TOPIC	PHONE/E-MAIL ADDRESS
✓ Anahí Garcia	12827 3rd Aves Burien	Mount Palmer HS events	(206) 313-1241
✓ JC HARRIS		AIRPORT	
✓ ALI LARKIN		SMART METERS Available Resources.	
✓ Steve Lettie	19200 6th Aves	Public Safety	CC Criminal Justice & Safety Mgt
✓ SBrush	on file		PRC in
✓ Tony Petter		DestinaLin Des Moines	
✓ Anne Kroeker	27915 10th Aves	Highline Forum mtg	
✓ Jeneth Asis VP at MRHS	Fed Way attends Mt Palmer H.S.	School Shooting	

Des Moines City Council
May 24, 2018

Good Evening Mayor Matt, Council and Staff.

For the record I am Alli Larkin a private person residing in Des Moines.

At the end of my last 3 minute briefing, I said I would be back to tell you about Smart Meters. Well 3 minutes does not give me enough time to tell what I have learned about Smart Meters, or any part, including the known harm being kept from us, from the wireless technology. So I have given each of you a brochure where you can learn more about Smart Meters. It is our pass out from Safe Utility Meters Alliance – NW. A group I joined in 2013 after I did my “Due Diligence” unlike all of you when I was an elected official, by investigating the impact that the Smart Meters and Cell Towers could or do have on water and sewer districts. And Councilman Vic Pennington can verify that.

Your silence, after 3 Briefings indicates, that you are dismissing my sharing of God's message about Safe Clean Energy. Just as in the past about Safe Clean Water, with no fluoride added.

You people who have been voted into those seats don't have any good reasons to "criminally assault by radiation with those monsters" on any human beings or living things in this city and surrounding areas, that you will kill, maim, and make personally unhealthy by that criminal assault. That you will have any and all deaths of anyone as well as unhealthy living costs of anyone on your shoulders for God knows what you have done and you will bring His wrath upon you, the one He has made.

Thank you and good-bye. For I will not be back for my #5 Briefing, that would have been about, “Why No WiFi in Schools” and how it is destroying a whole generation of our children.

www.generationzapped.com

Yours more truly than you know,
Alli Larkin

from NON-UL-CERTIFIED "SMART" METERS: "We encountered an unusual number of fire incidents
ation the utility company had removed and replaced the meters from the affected areas . . . New meters may have defects
) careless installation during change over..." —Ontario Fire Marshal (Quoted by Scott Simpson, Vancouver Sun, August 7, 2012)



WHAT CAN WE DO?

If you have an analog meter:

- Do not allow installers on your property. Call police if they trespass. Form a neighborhood watch.

• **Tell them "You are trespassing, Get off my property, I forbid installation of the new meter."**

- **Send a certified letter** to your utility refusing consent.
- **Secure analog meters** behind locked gates or lock box.
- **Don't agree to illegal "opt out" fees.** We never opted in!

If you have a "smart" meter:

• Revoke consent by certified letter with return receipt (samples at freedomtaker.com) and set a removal deadline.

• Insist that replacement meter(s) are **"purely electromechanical analogs with no electronic components."** Ask them to confirm it in writing.

• If your utility is refusing to remove an unwanted smart meter, people are buying analog meters online and having them installed. **It can be dangerous to remove a smart meter** if you don't know what you're doing. It is also dangerous to allow them to remain.

• If the utility cuts your service, be prepared to go to your city council, the community, and the media to report the bullying. **Forcing unwanted "smart" meters is illegal and must not be tolerated.**

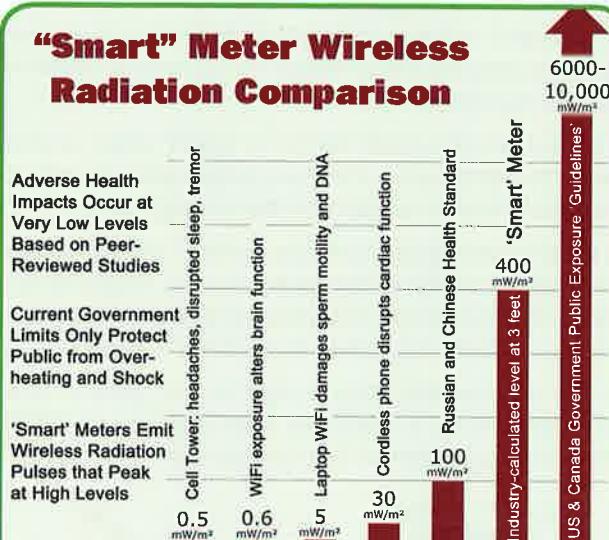
• Get it in Writing! In a dispute with a utility company, always keep copies of all correspondence. Avoid circular conversations with call center agents. Escalate to a supervisor. **Demand an analog for no charge and do not take no for an answer.** Address all letters to the CEO or General Manager. **Warning:** Whatever you say on the telephone to any utility employee is being recorded and may be used against you. Stick to a written script and factual info only.

• **Don't give up your power or your rights.** Assume the utility company is being deceptive.

Organize your community

- **Organize direct action** to protect your community.
- **Organize a screening** of the DVD documentary *Take Back Your Power* (www.TakeBackYourPower.net).

"Smart" Meter Wireless Radiation Comparison



More detailed information at: SmartGridAwareness.Org

STOP SMART METERS!

For area information, please contact your local organization, below.

SAFE UTILITY METERS ALLIANCE - NW
info@safemeters.org
 (206)926-9600
www.safemeters.org

For more info, copies of this brochure, materials, local contacts, FAQ, organizing support and advice, and to donate, contact:
StopSmartMeters.Org

info@stopsmartmeters.org • PO Box 682 Portola, CA 96122

"Smart" Utility Meters



*Are They
Smart for
You?*

What are "Smart" Meters?

- Any **electronic utility meter**—usually wireless—that replaces analog electric, gas and water meters.
- They allow utilities, 3rd parties, and governments access to **precise information about your private life.**
- They **emit RF microwave radiation** and dirty electricity linked with health and environmental problems
- They can **catch fire** and damage appliances.
- They often **increase utility bills**

People around the world are rejecting "smart" meters and demanding a halt and a recall. Nevertheless, utility companies are spreading misleading information and continuing to force them on the public without a legal mandate.

ed scientific papers show environmental and human health damage from microwave radiation. To learn more and reduce your risk, go to:
DID YOU KNOW? THERE IS NO LAW FORCING US TO ACCEPT "SMART" METERS OR TO PAY "OPT-OUT" FEES.

Why do the Utilities want to replace our reliable analog meters with "smart" meters?

- To cut labor costs by firing meter readers.
- To obtain federal grants (your tax dollars).
- To charge you more money during "peak" hours.
- To ration your usage, or remotely shut you off.
- To acquire detailed information about your home life for other corporations, police, and the NSA.

"Smart" Meters are NOT Green

The manufacturing and operation of millions of power-consuming "smart" meters and data centers to store your private info is increasing carbon and microwave pollution. No power decrease can be independently attributed to "smart" meters.

Types of "Smart" Meters:

AMI allows wireless communication between meter and the utility, and remote shut-off of appliances.

AMR or ERT are wireless meters that allow utility personnel driving by to upload your info. Includes always-transmitting 'bubble up' meters, and 'wake up' systems that transmit when signaled.

PLC aka TWACS are wired systems that transmit information through power lines. They radiate 'dirty electricity' into homes with unshielded wiring.

"Radio Off" Digital Meters can still be surveillance devices. They also cause dirty electricity and health problems. And utilities may turn the radio "on."

Bottom line: If it's electronic, it's a "smart" meter. **Insist upon a "non-electronic analog meter."** Beware of *trojan horse* meters resembling analogs that are actually activated "smart" meters. To be sure, use an RF testing device and get it in writing from the utility.

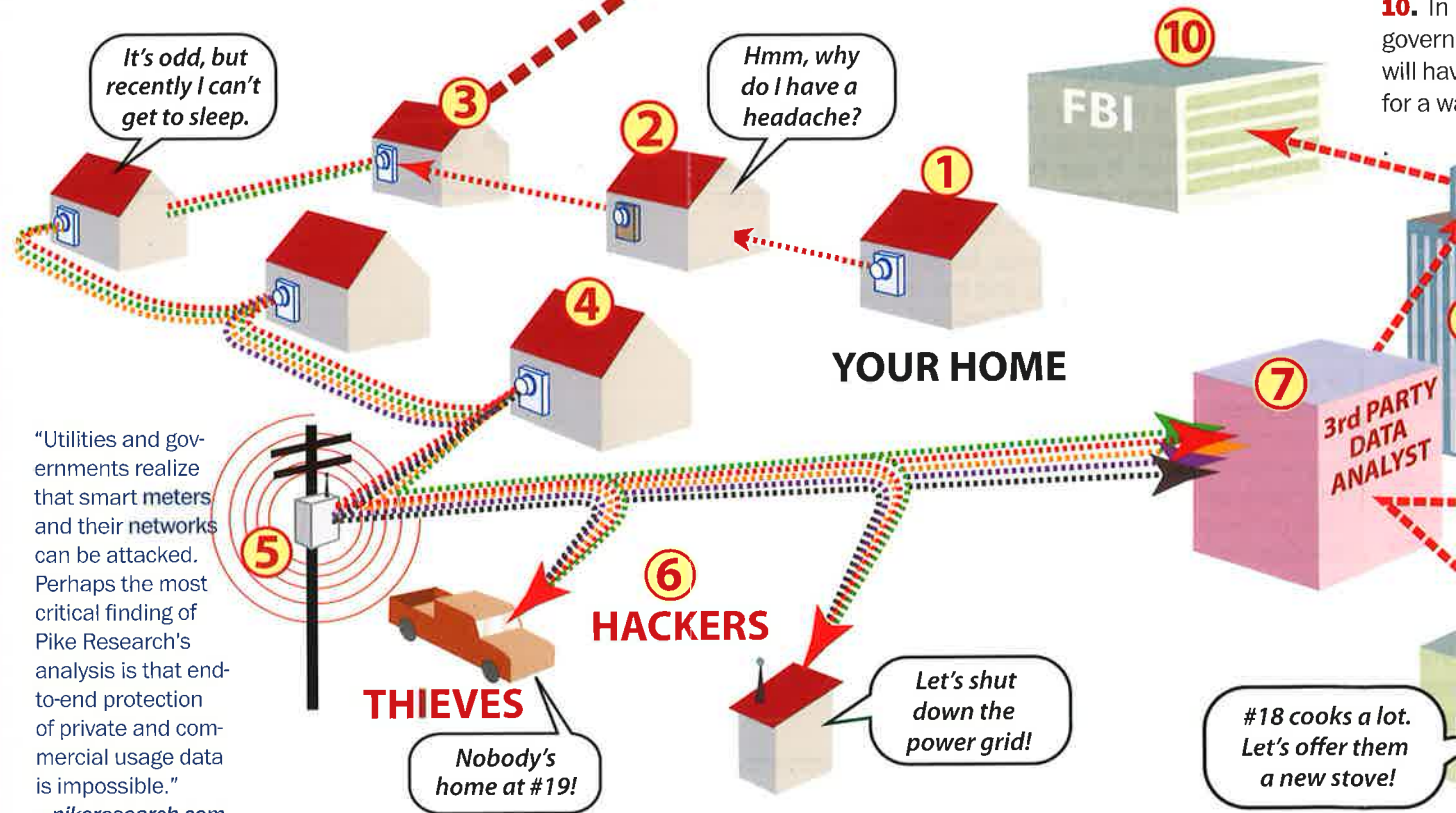
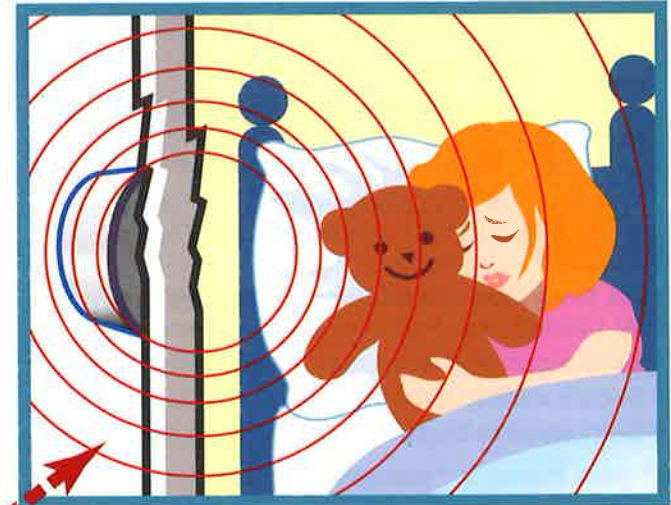
An SDG&E customer's bills show what the Utilities don't want YOU to know:



(Bills before and after "smart" meter install in Sept. 2010)

The Path of Your Privacy: How an AMI "SMART" METER MESH NETWORK

1. In an AMI "mesh network," usage data is transmitted from one "smart" meter and sent by wireless microwave pulses on to the next house's meter, and the next . . .
2. Although a neighbor may **opt-out** by keeping their analog meter, they will still be exposed to microwave radiation from surrounding meters.
3. Anyone whose outside wall has a "smart" meter, or who lives adjacent to banks of meters, suffers strong bursts of pulsed microwave radiation, all day and night long.
4. Random homes get "collector meters," through which data from hundreds of homes is funneled. Radiation exposure is dramatically multiplied for these families who are never informed that their meter is the "collector."
5. The accumulated data is sent to the Utility's data collection unit on a telephone pole (maybe near YOUR home) where it is sent on to a data collection company



Former CIA Director James Woolsey says the smart grid's security vulnerabilities make

Seattle-Tacoma International Airport



Aircraft Arrival Altitude Analysis



May 23, 2018

Presentation Overview

- Topics discussed at the January 24th meeting
- Relationship between aircraft altitude and aircraft noise exposure
- Purpose of the Altitude Analysis
- Have there been notable changes in arrival altitudes between 2013, 2015, and 2017?
- Summary
- Questions

Topics discussed at the January 24th meeting

- Questions answered during the January 24th Meeting –
 - Since 2013 there has been an increase in the number of arrivals to SEA.
 - There was no notable change in traffic flow (north flow, south flow) between 2013, 2015, and 2017.
 - There was a notable difference in arrival runway use between 2013, 2015, and 2017 with traffic shifting from the center runways to the right and left runways.
 - Both the narrow body and wide body fleet mix serving SEA changed between 2013 and 2017 in so much as there has been an increase in use of some aircraft types and a decrease in use of others.

Relationship between aircraft altitude and aircraft noise exposure

- Aircraft noise heard on the ground is a function of the:
 - Distance from the aircraft to the listener,
 - Aircraft thrust settings,
 - Aircraft configuration (i.e., is the aircraft “clean” or “dirty”?), and
 - Meteorological conditions (e.g., wind, humidity, inversions, etc.)
- On arrival, aircraft are:
 - Following vertical and horizontal guidance to the runway,
 - Using approach thrust settings and adjusting them as necessary to maintain a stabilized approach, and
 - Configured for landing with flaps, slats, and landing gear extended (i.e., the aircraft is “dirty”)

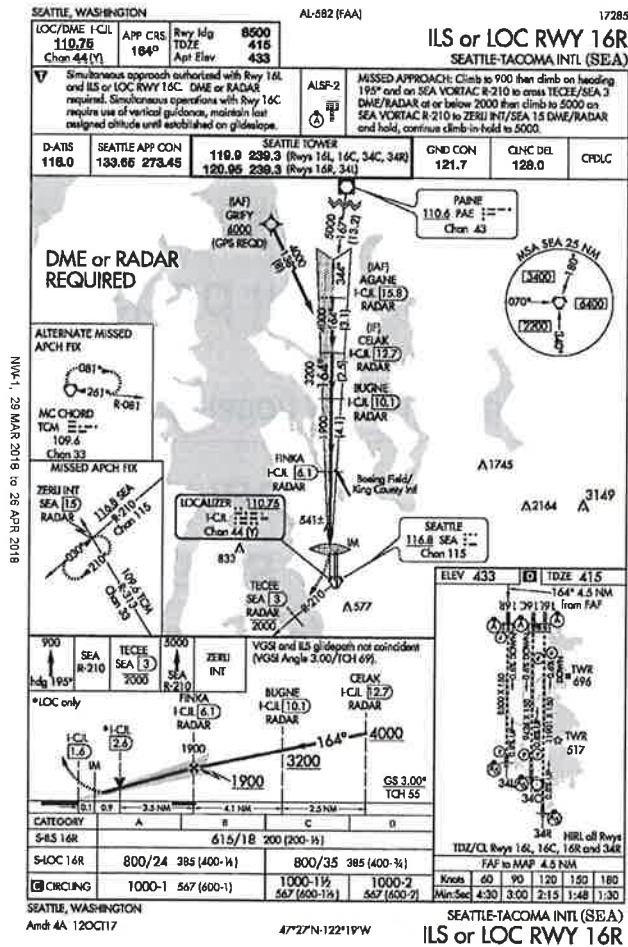
Definition of a Stabilized Approach

“A stabilized approach is one in which the pilot establishes and maintains a constant angle glide path towards a predetermined point on the landing runway.”

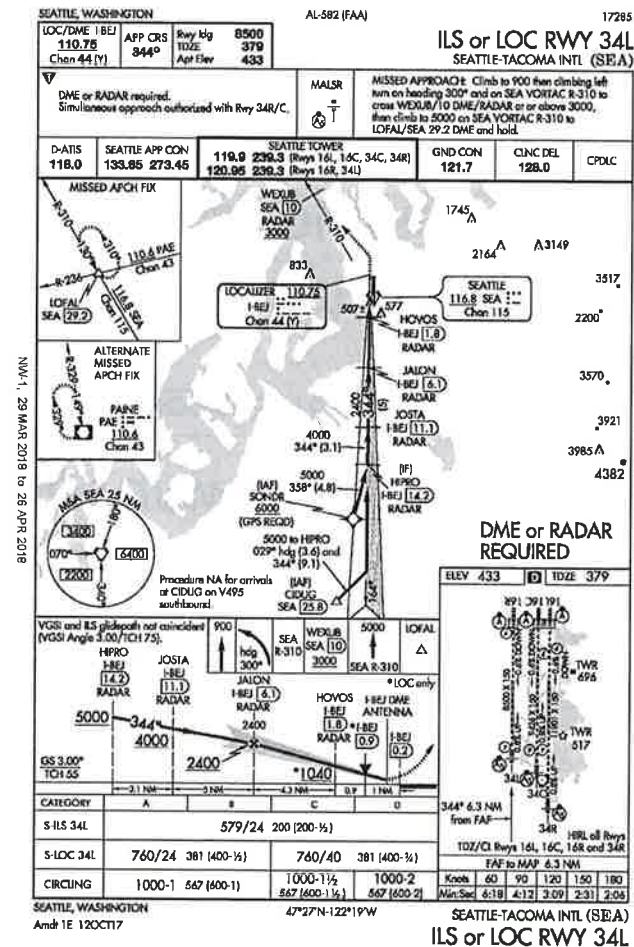
Source: Federal Aviation Administration, Airplane Flying Handbook, 2016.

- Published instrument approaches standardize the approach process making stabilized approaches routine
- Instrument Landing Systems (ILS) at the airport and Flight Management Systems (FMS) in the cockpit utilize precision guidance to keep aircraft on the desired approach course and glide slope

Sample Approach Plates for Runways 16R and 34L



Source: Federal Aviation Administration

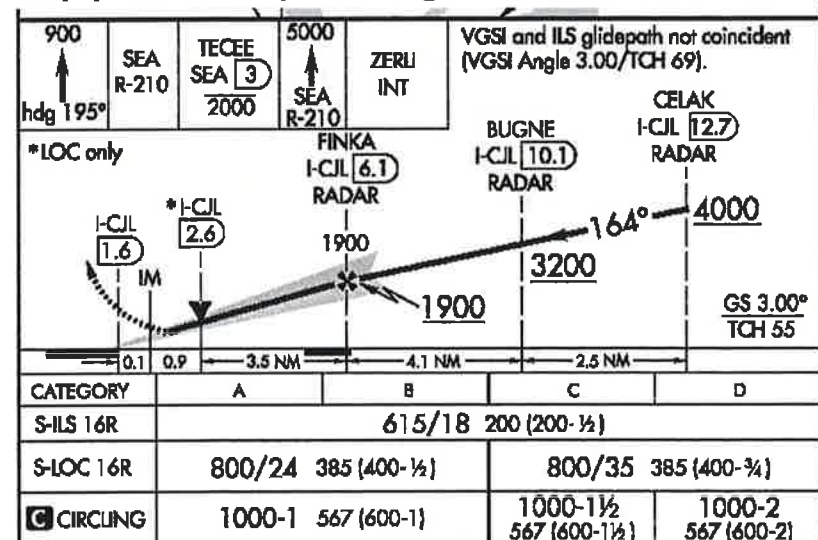


Source: Federal Aviation Administration

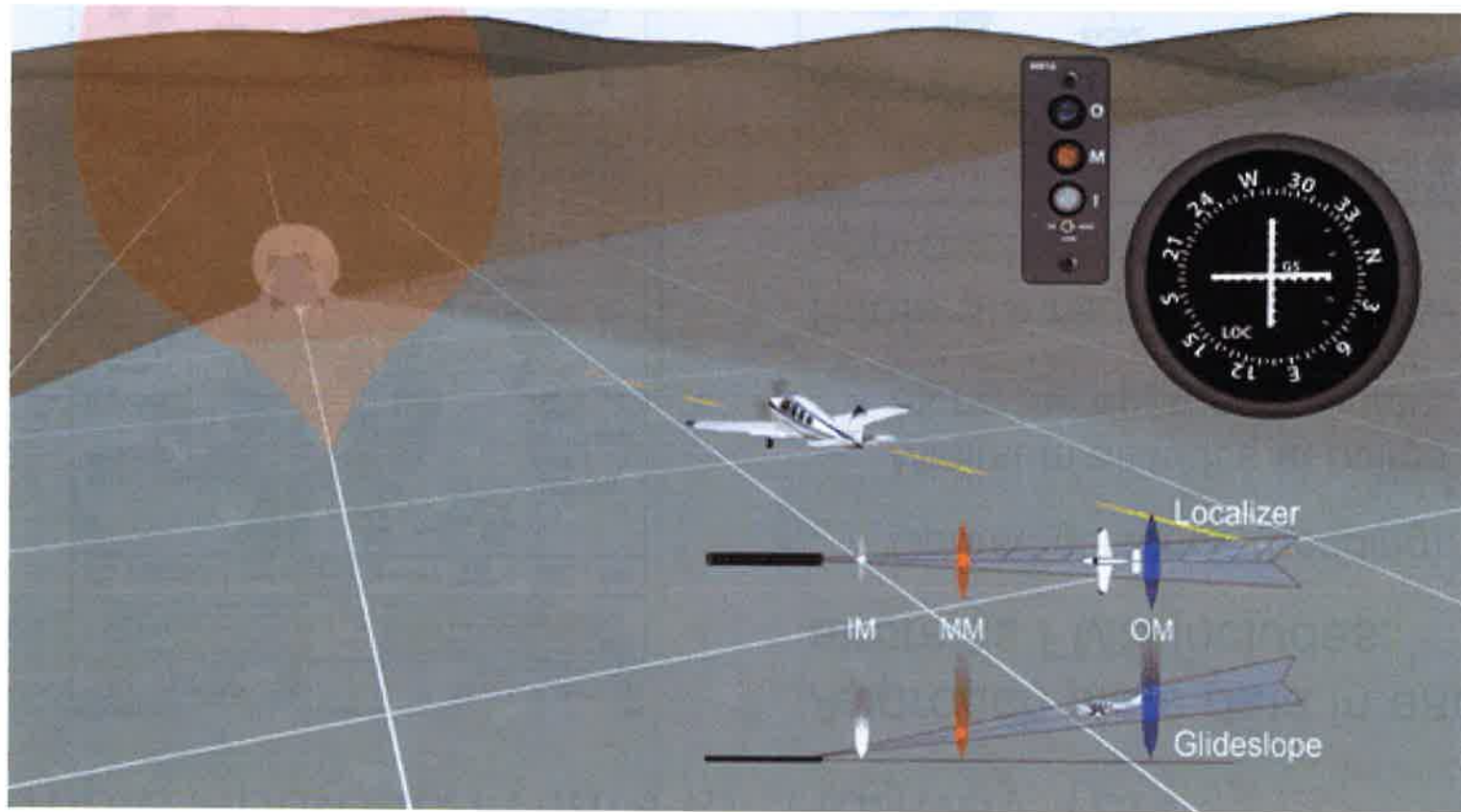
DRAFT – For Deliberative Purposes Only

Sample Approach Plate for Runway 16R

- Approach plate data in each aircraft's FMS includes:
 - Course guidance (heading)
 - Minimum altitudes at points (fixes) along the approach course
- Pilots are required to follow the approach plate guidance

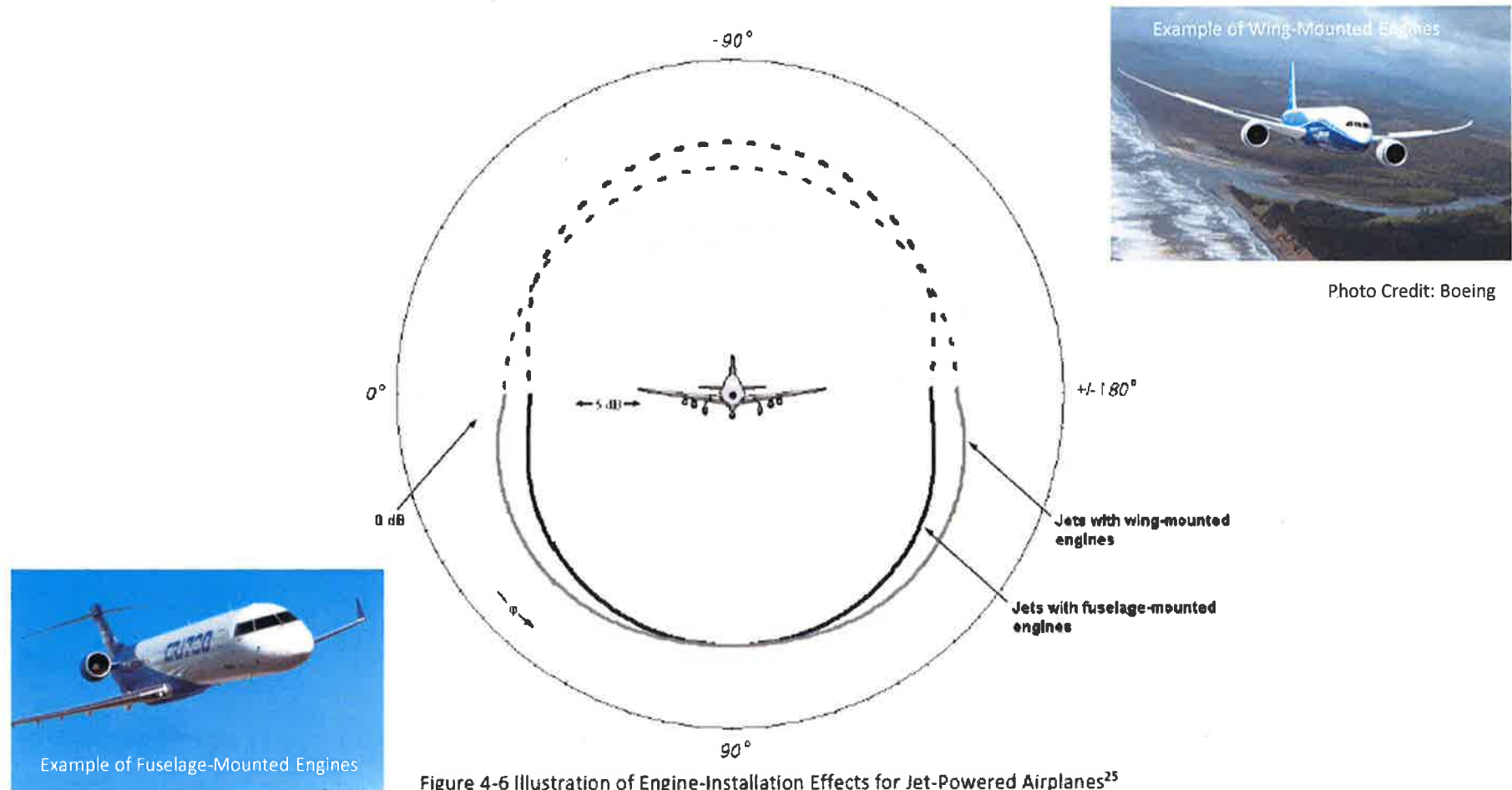


ILS Provides Vertical and Horizontal Guidance



Source: RBRN.com

Depiction of Aircraft Noise Propagation



Source: Federal Aviation Administration, Aviation Environmental Design Tool 2d Technical Manual, September 2017.

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Depiction of Aircraft Noise Propagation

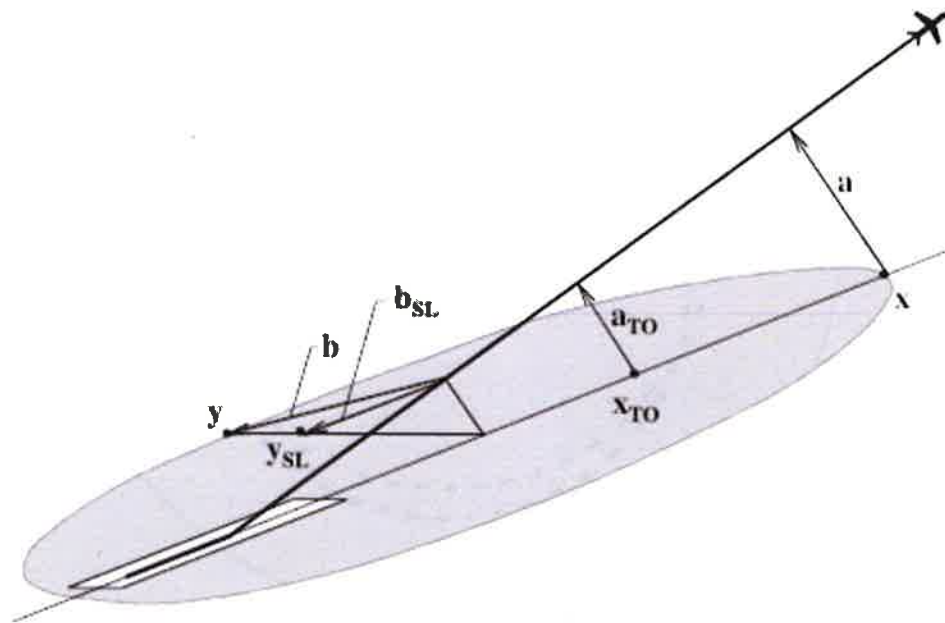
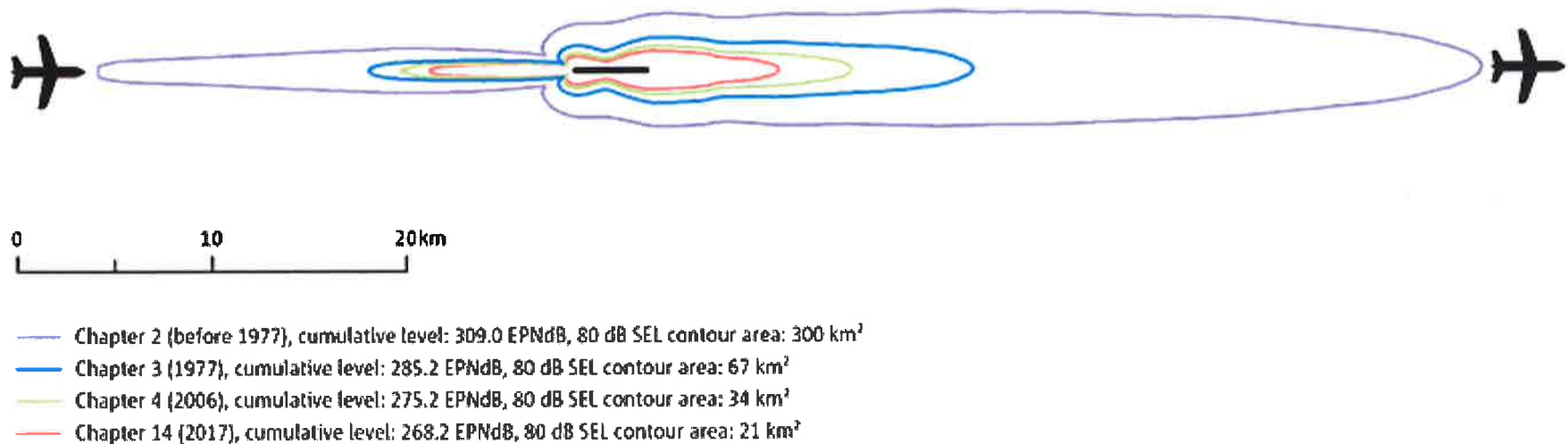


Figure 1. Generalized departure noise contour and geometric relationships to noise certification measurement locations

Source: NASA, Relationship between Aircraft Noise Contour Area and Noise Levels at Certification Points, September 2003.

Example Sound Exposure Level Contours



“Figure 2.2 shows the effect of the difference between the noise certification limits of the various chapters. It illustrates the areas that are exposed to noise levels greater than 80 dB during one landing and take-off for aircraft that just meet the various Chapter limits.”

Source: European Aviation Safety Agency, the European Environment Agency and EUROCONTROL, Figure 2.2, [European Aviation Environmental Report](#), 2016.

Purpose of the Altitude Analysis

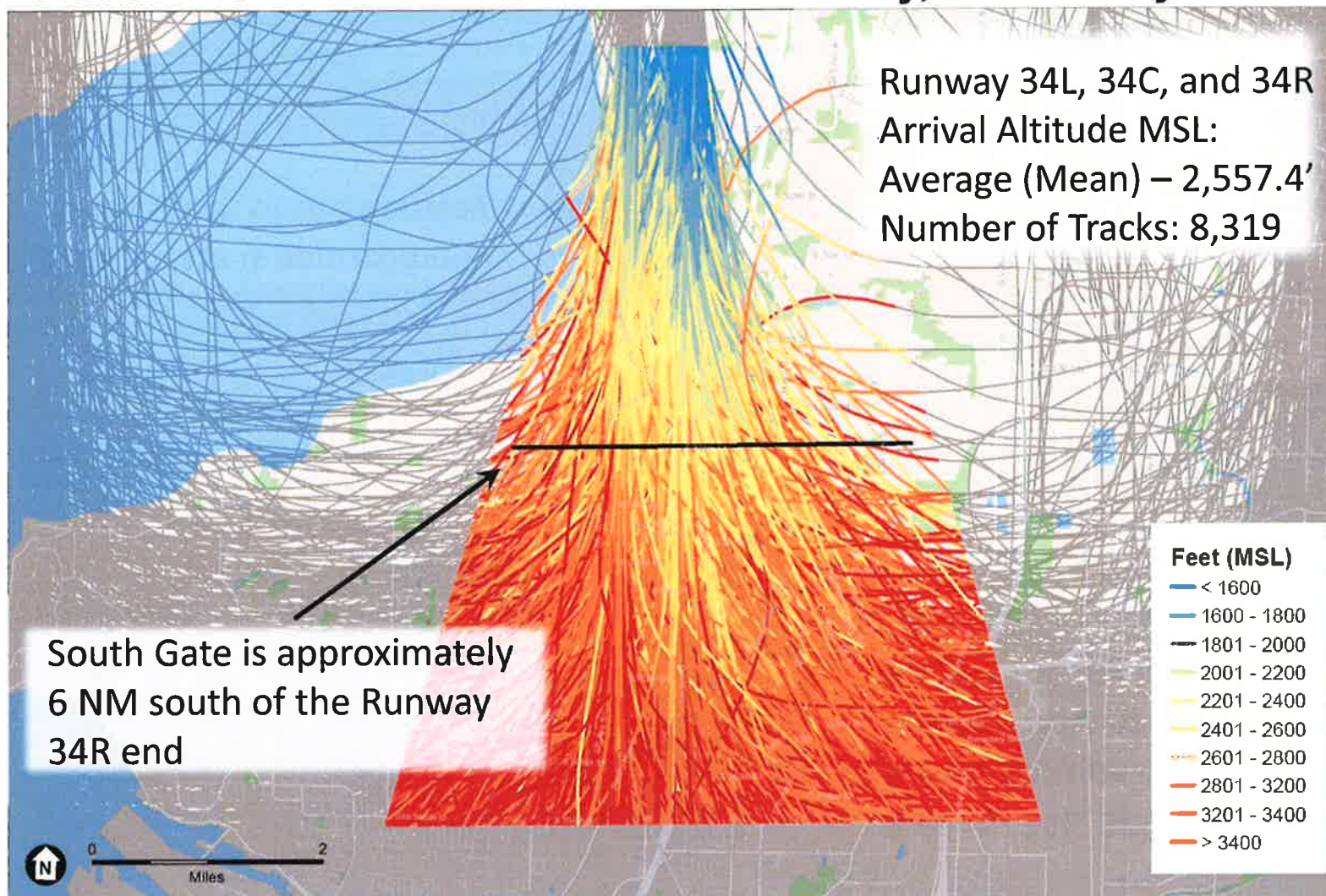
- To determine whether changes to aircraft arrival altitudes have occurred over the last five years
- Basis of the analysis –
 - Radar flight track data sets for the months of July and December 2013, 2015, and 2017
 - Apples-to-apples comparison of aircraft arrivals to SEA for these time periods
- Analysis details –
 - Radar flight tracks were analyzed to evaluate average aircraft altitudes at six nautical miles from SEA in both North and South Flow

Have there been notable changes in arrival altitudes between 2013, 2015, and 2017?

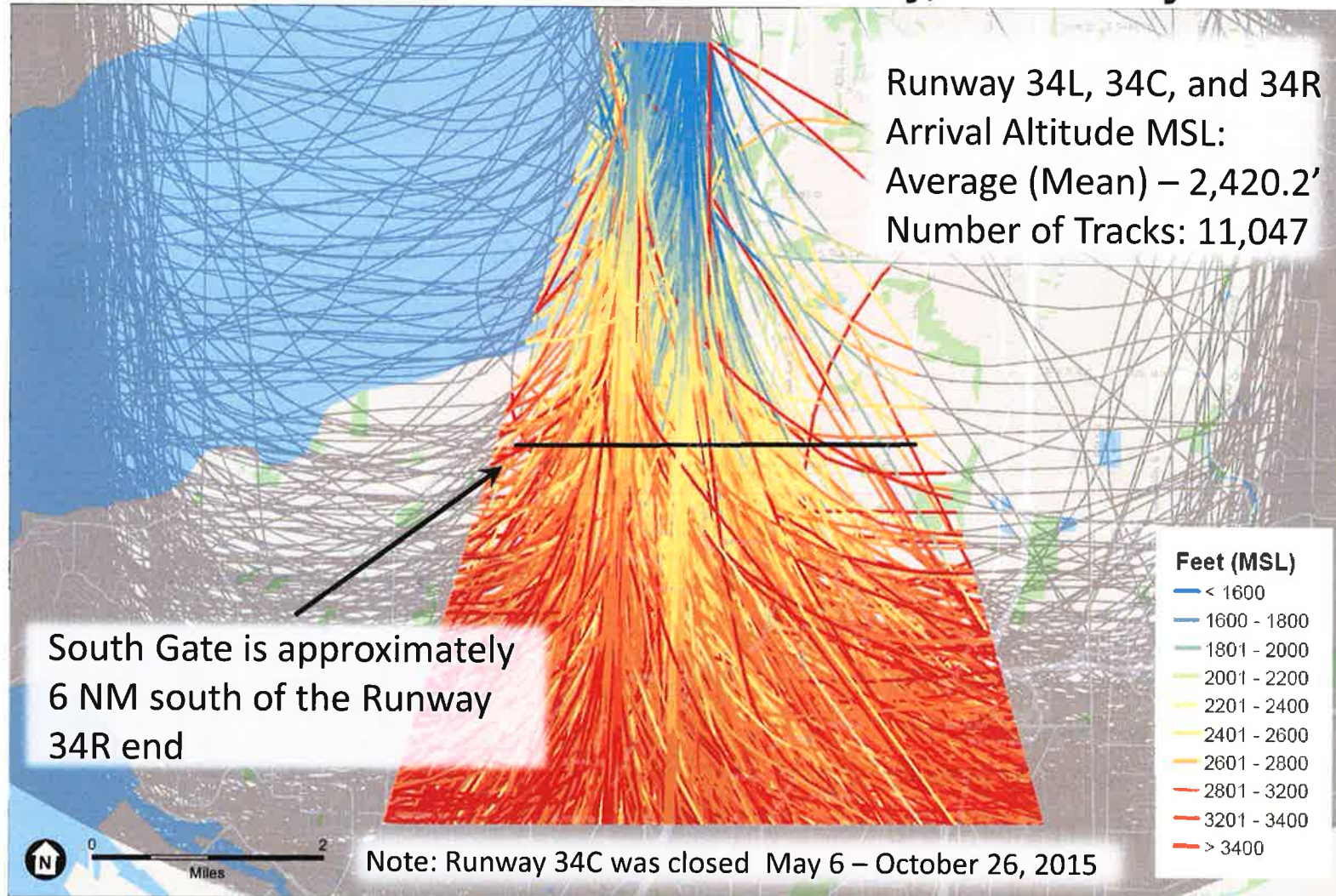
- Answer - No.
 - Aircraft altitudes on arrival from both the north and the south have remained very consistent year over year
 - For example, between 2013 and 2017, the difference in average altitude for north flow arrivals 6 NM from the Runway 34R end was approximately 55 feet. In comparison, the tail of a 747-800 is approximately 64 feet in height. The difference in altitude is less than the height of a common wide body aircraft.
 - Aircraft are following the glideslopes in the published approach procedures

Summer Flight Tracks

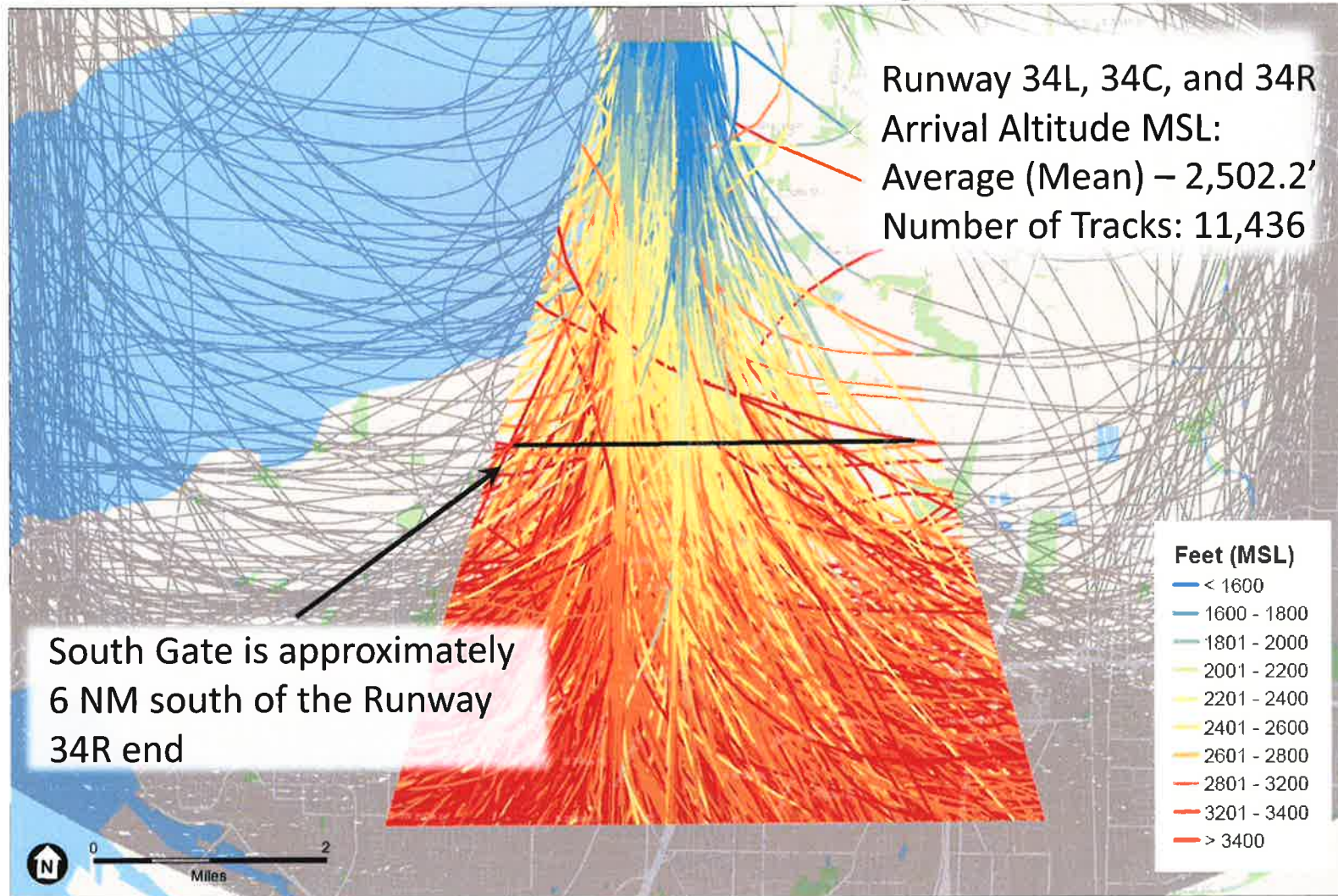
North Flow Arrivals Over Federal Way, WA – July 2013

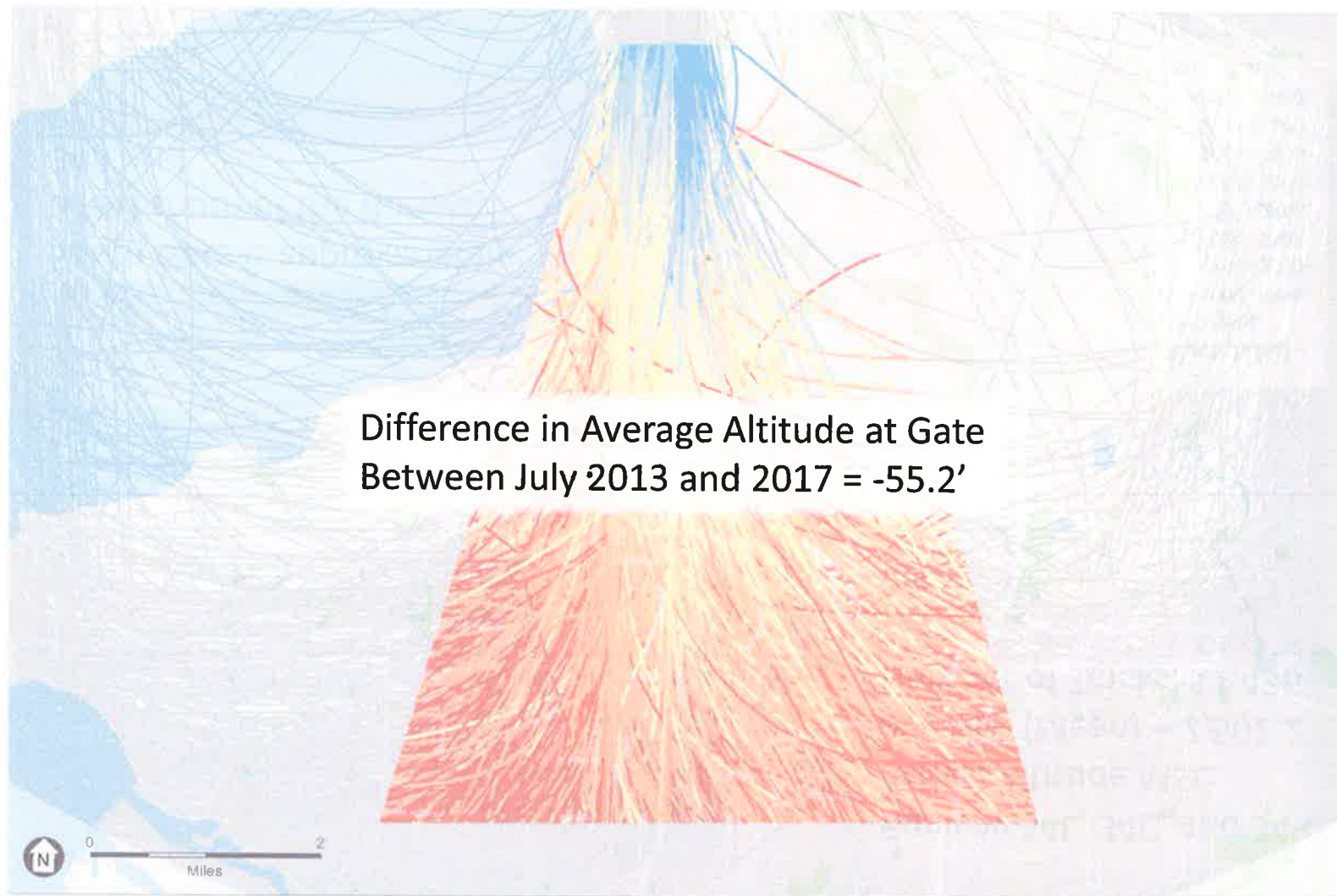


North Flow Arrivals Over Federal Way, WA – July 2015

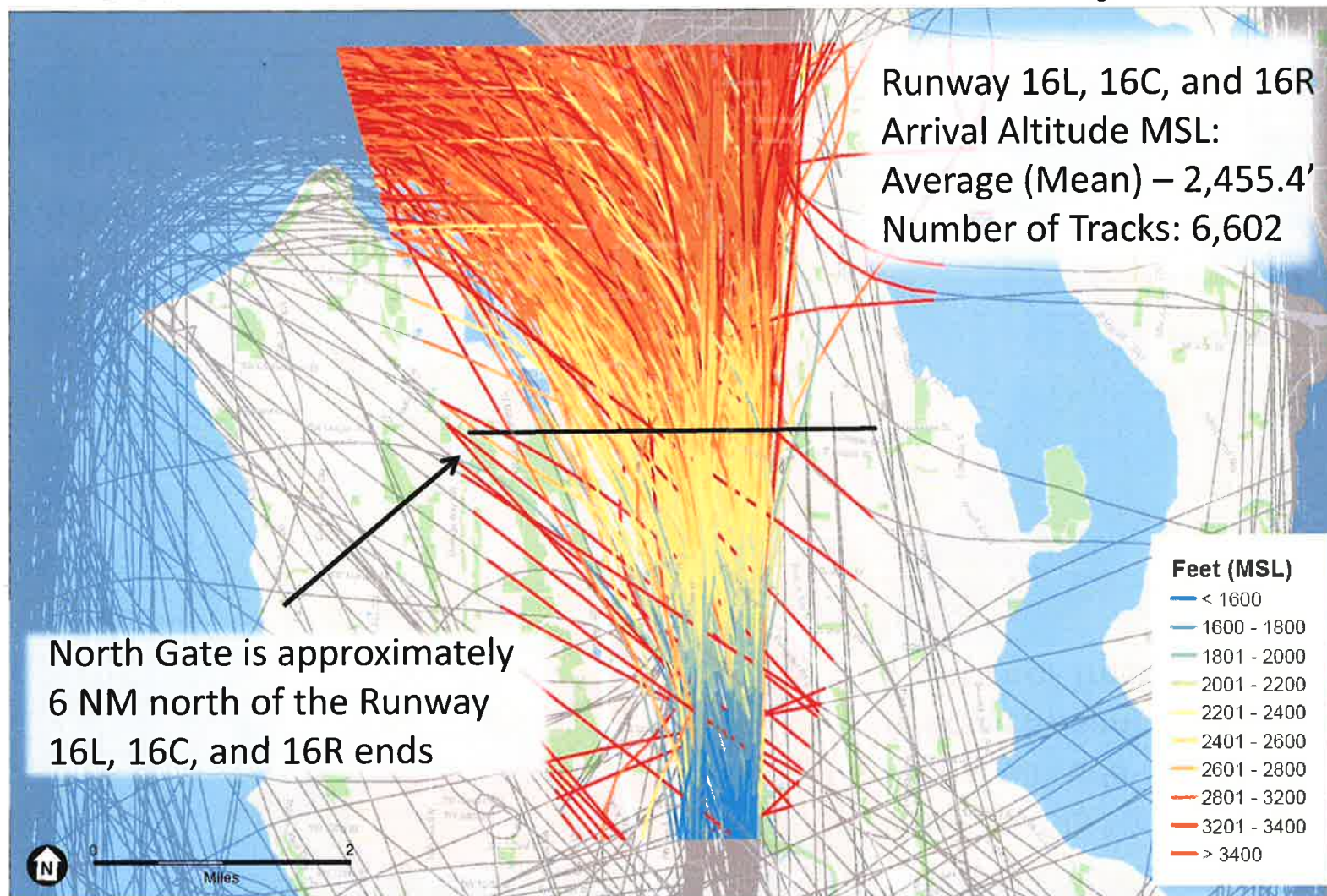


North Flow Arrivals Over Federal Way, WA – July 2017

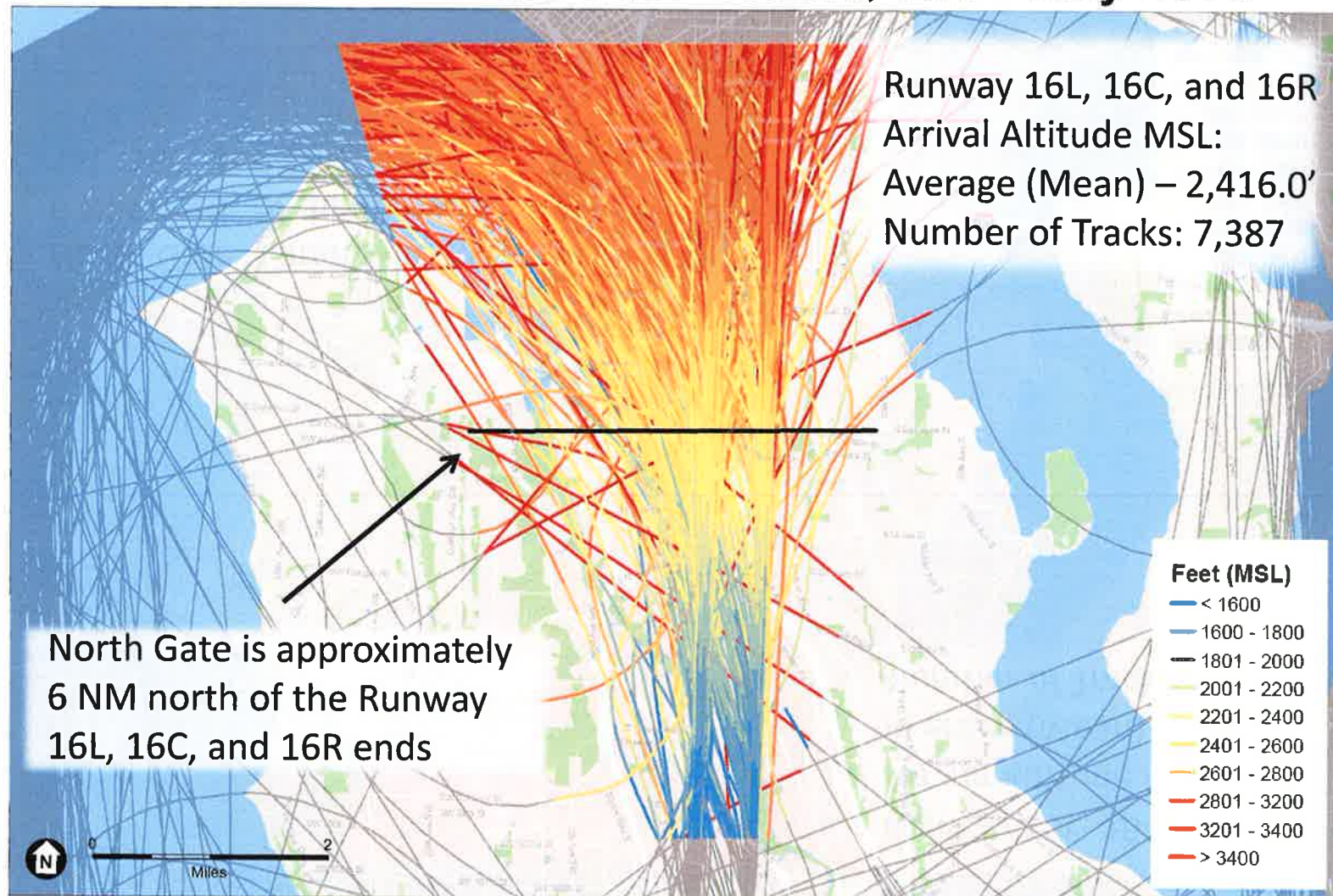




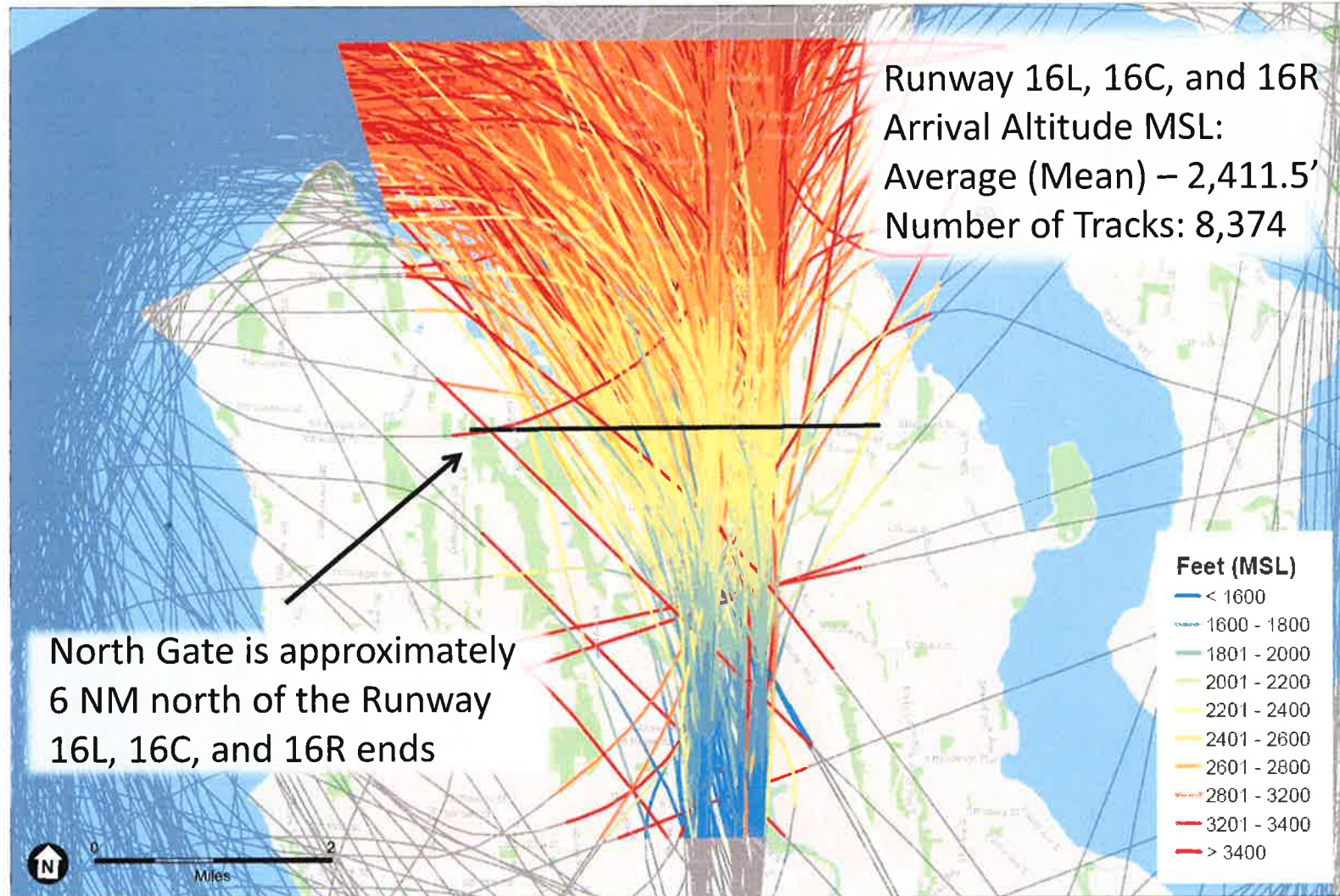
South Flow Arrivals Over Seattle, WA – July 2013

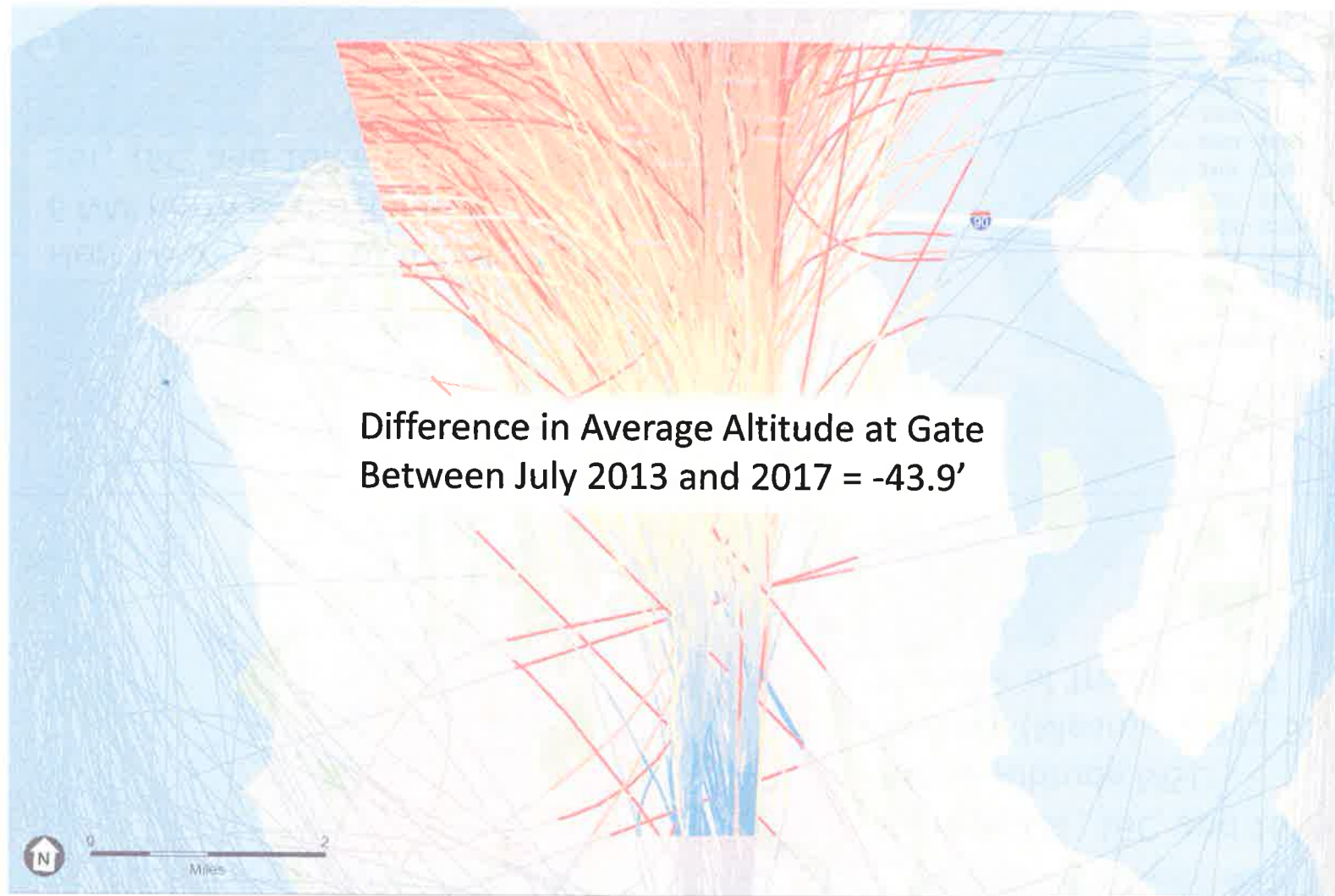


South Flow Arrivals Over Seattle, WA – July 2015



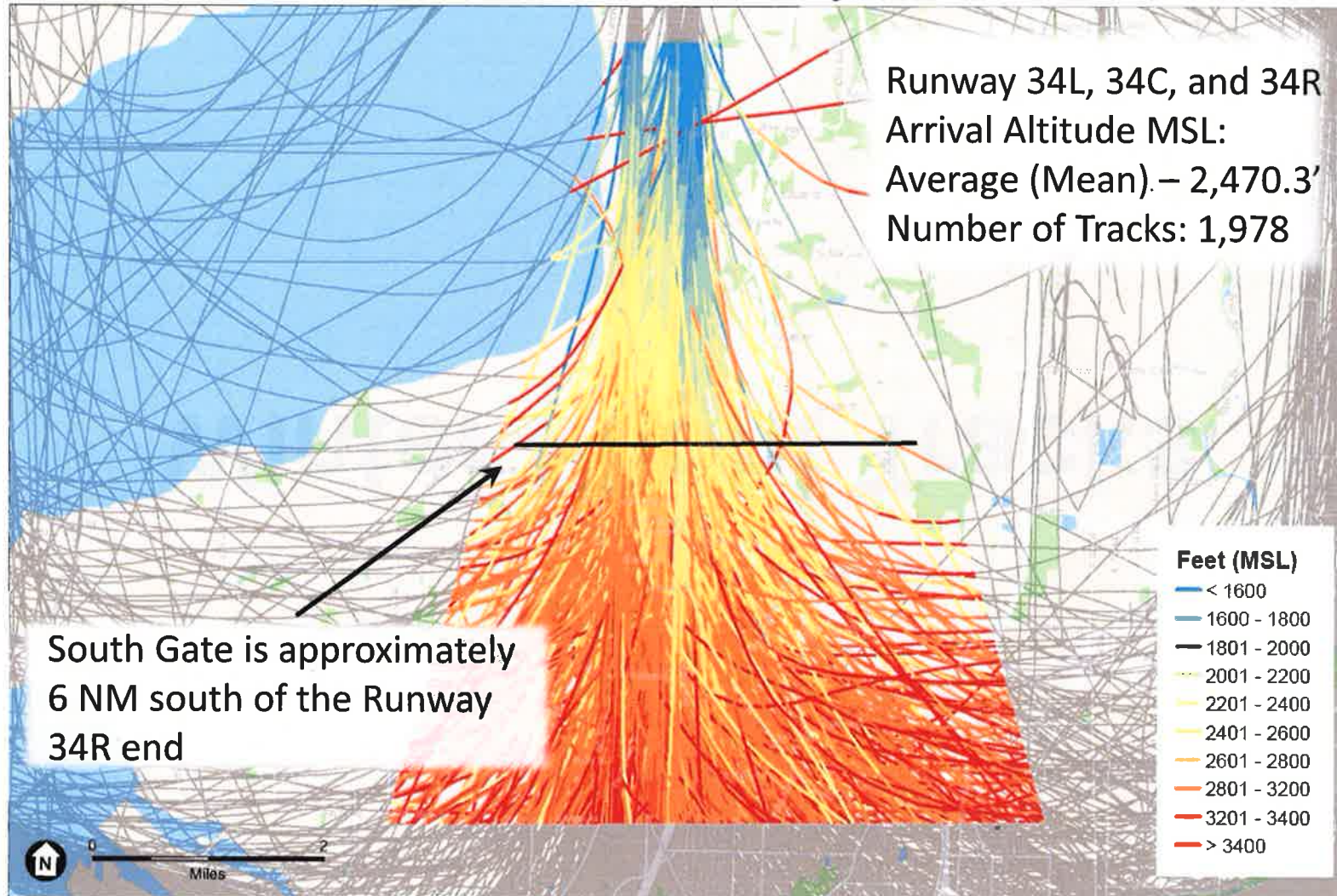
South Flow Arrivals Over Seattle, WA – July 2017



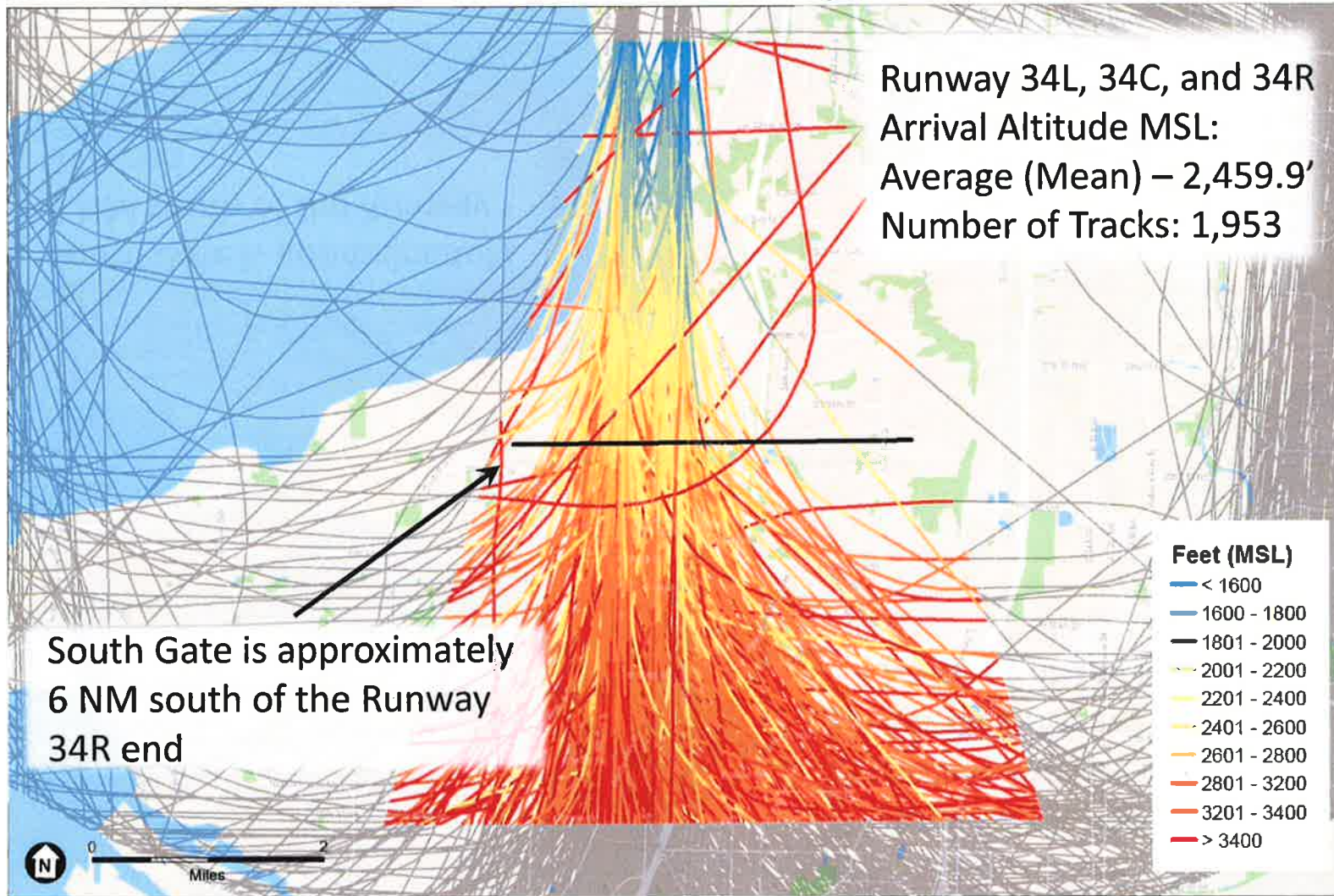


Winter Flight Tracks

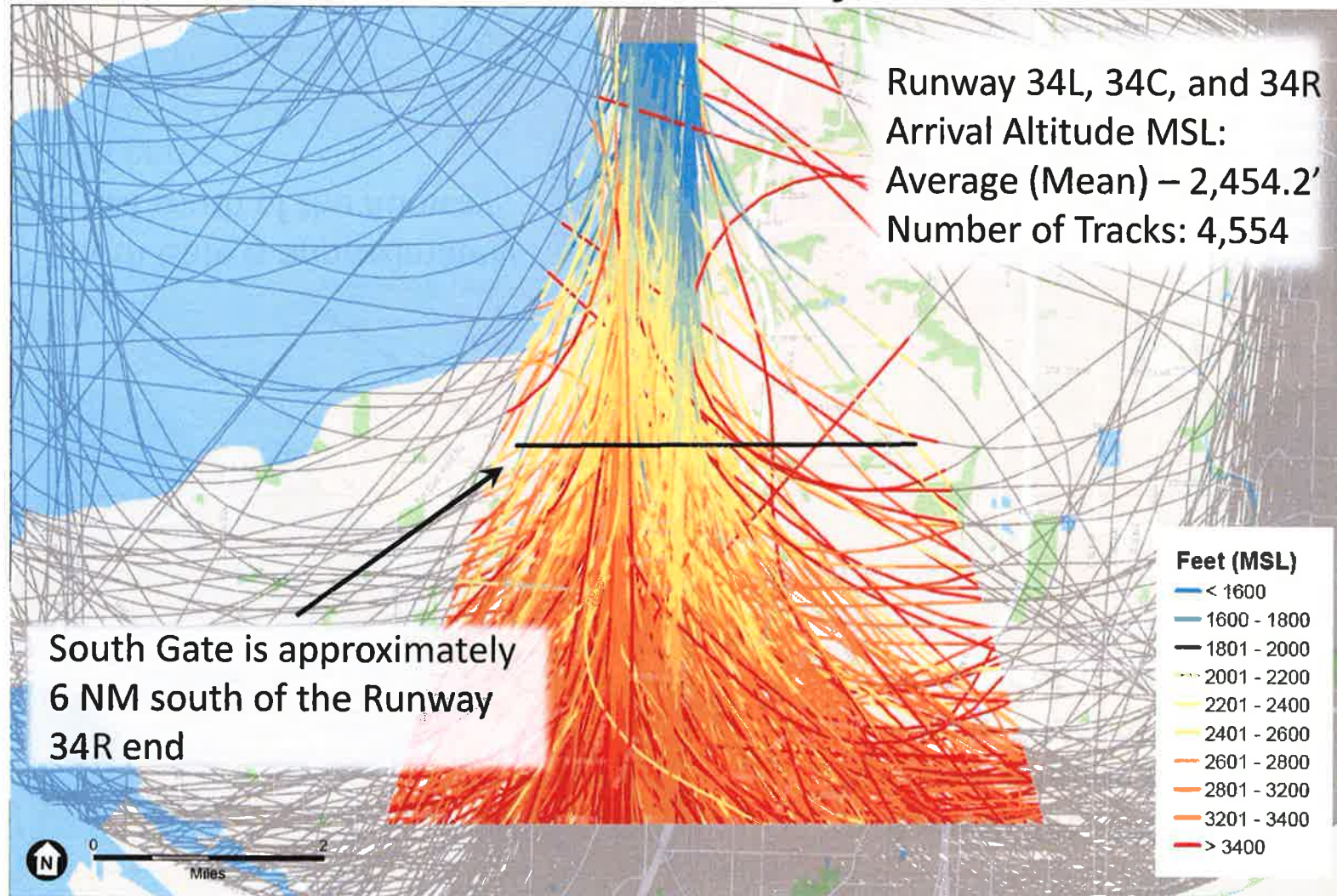
North Flow Arrivals Over Federal Way, WA – December 2013



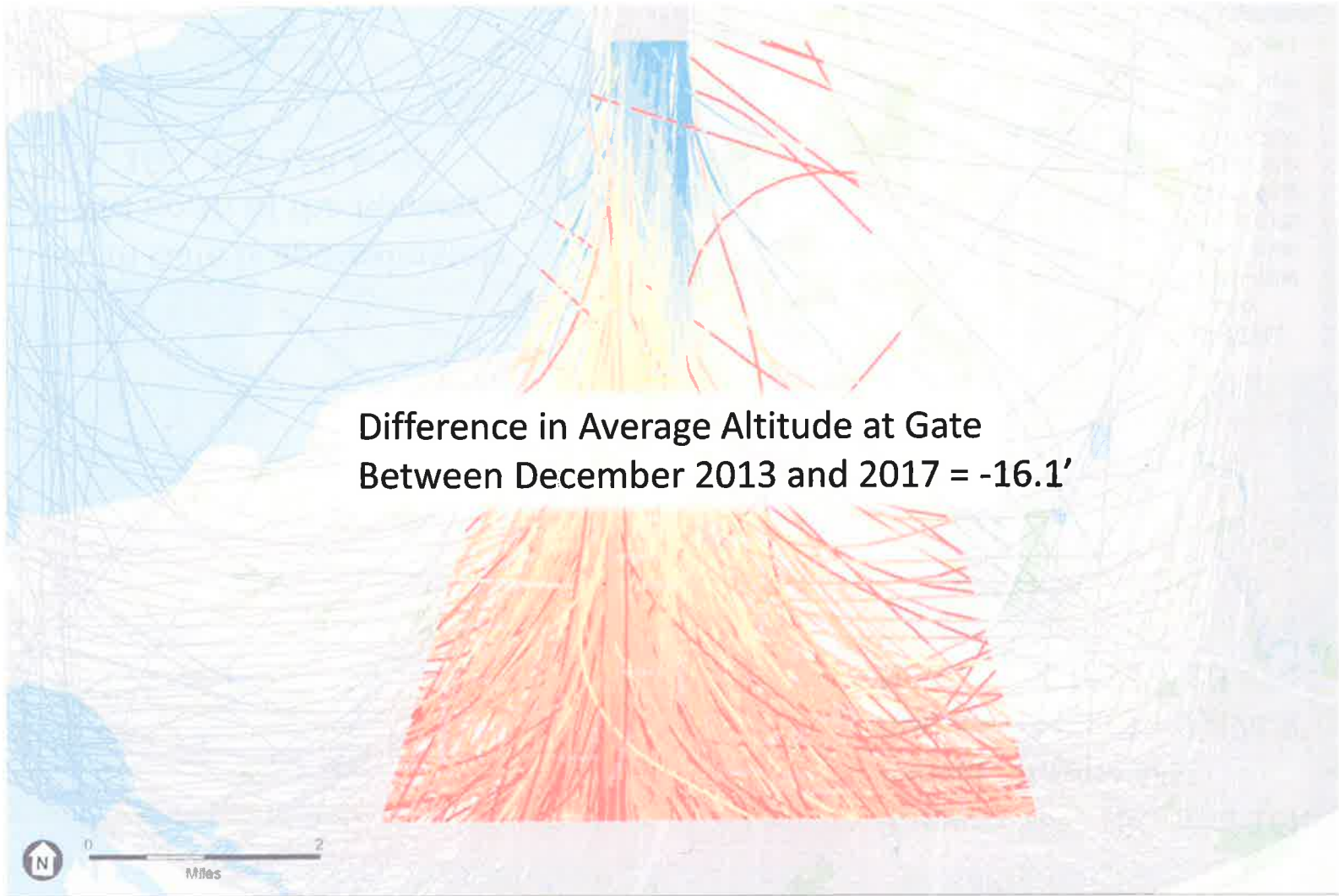
North Flow Arrivals Over Federal Way, WA – December 2015



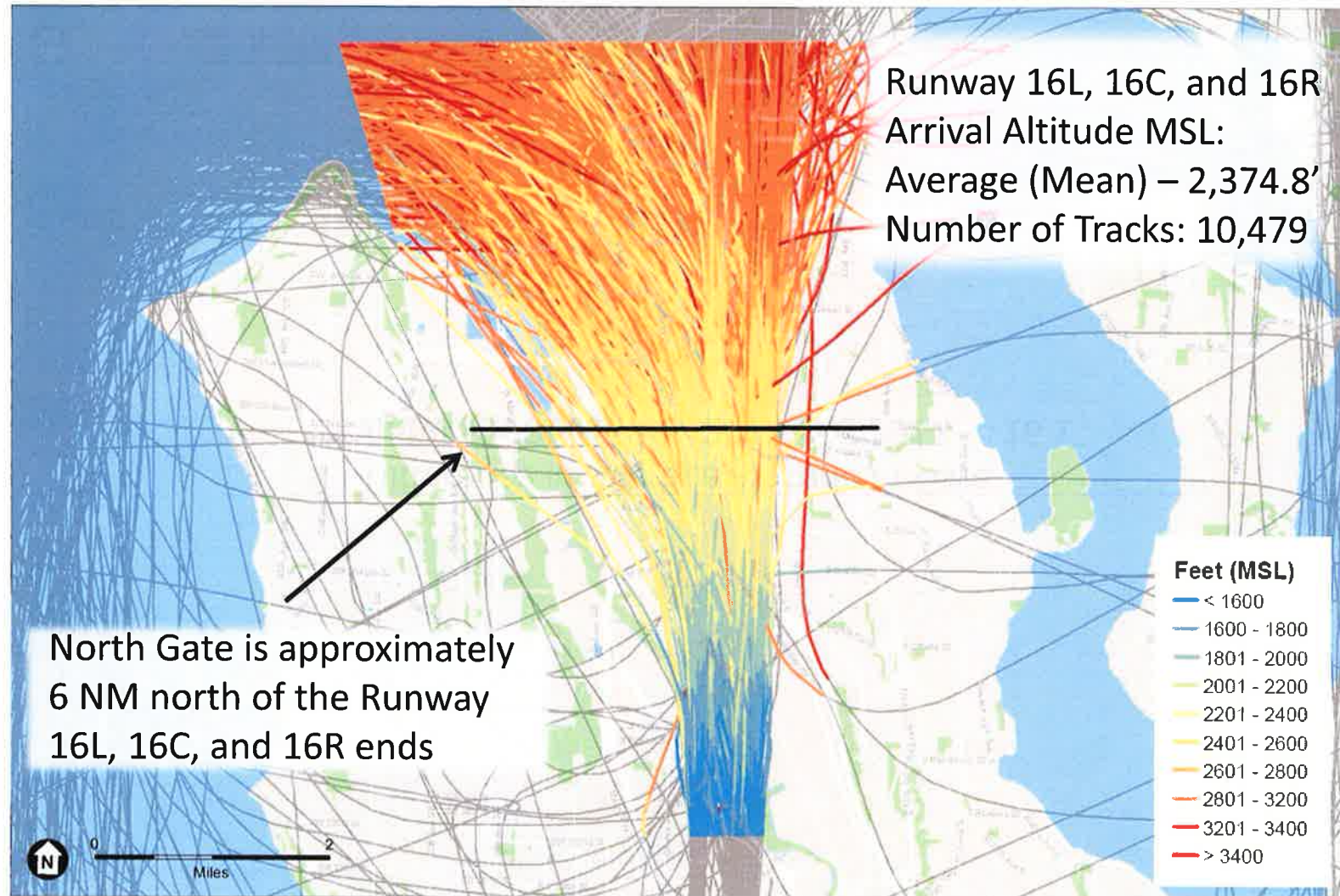
North Flow Arrivals Over Federal Way, WA – December 2017



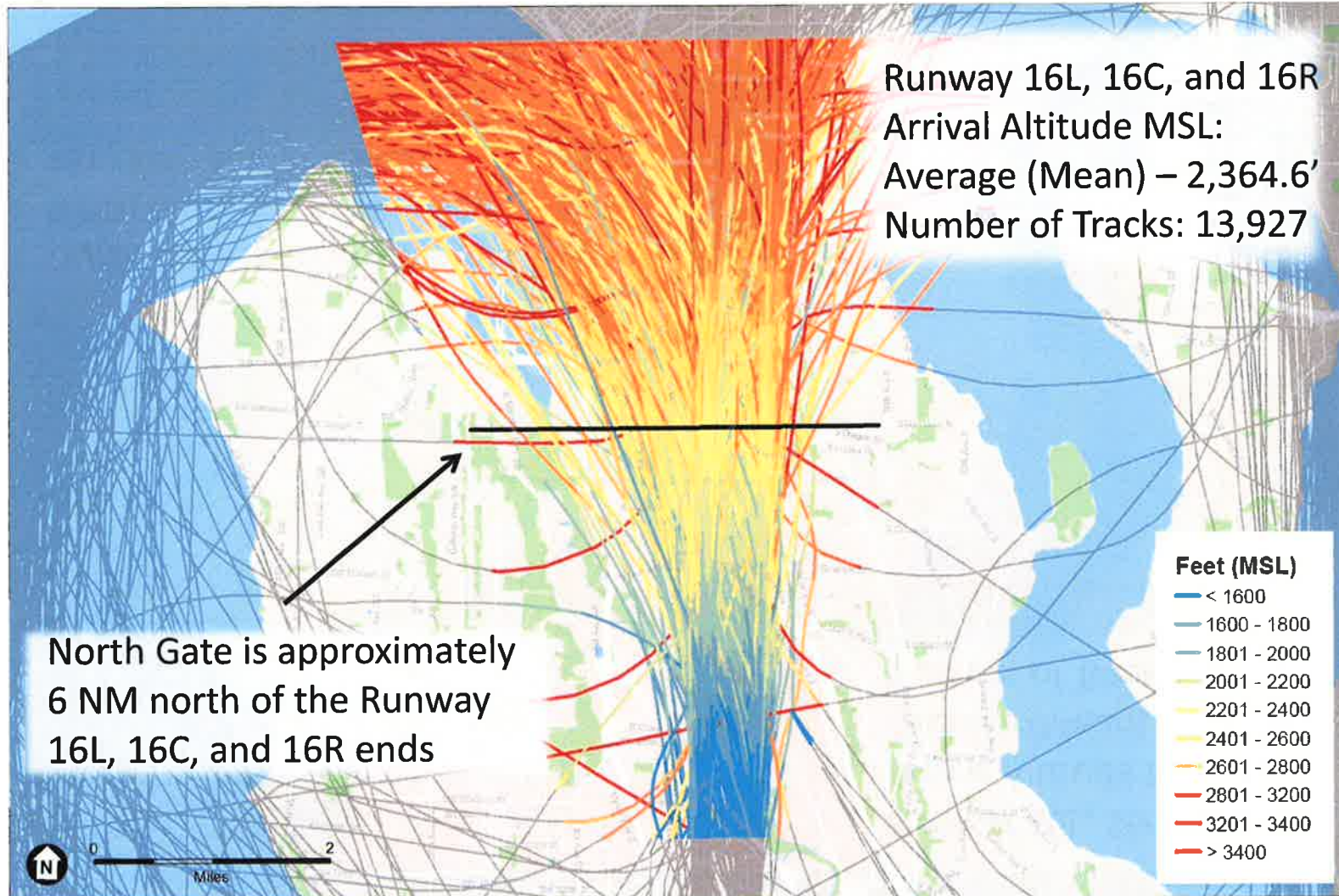
DRAFT – For Deliberative Purposes Only



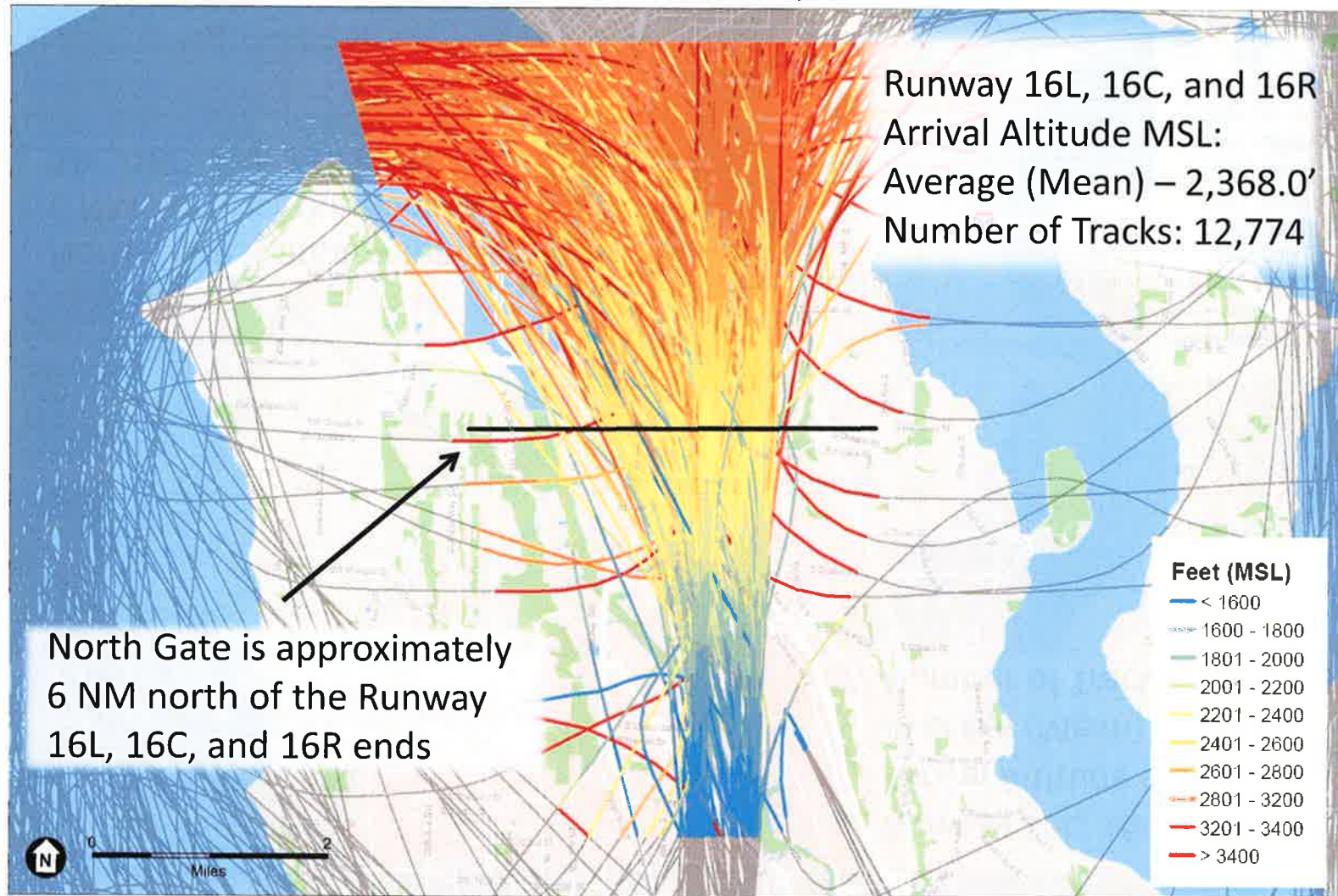
South Flow Arrivals Over Seattle, WA – December 2013

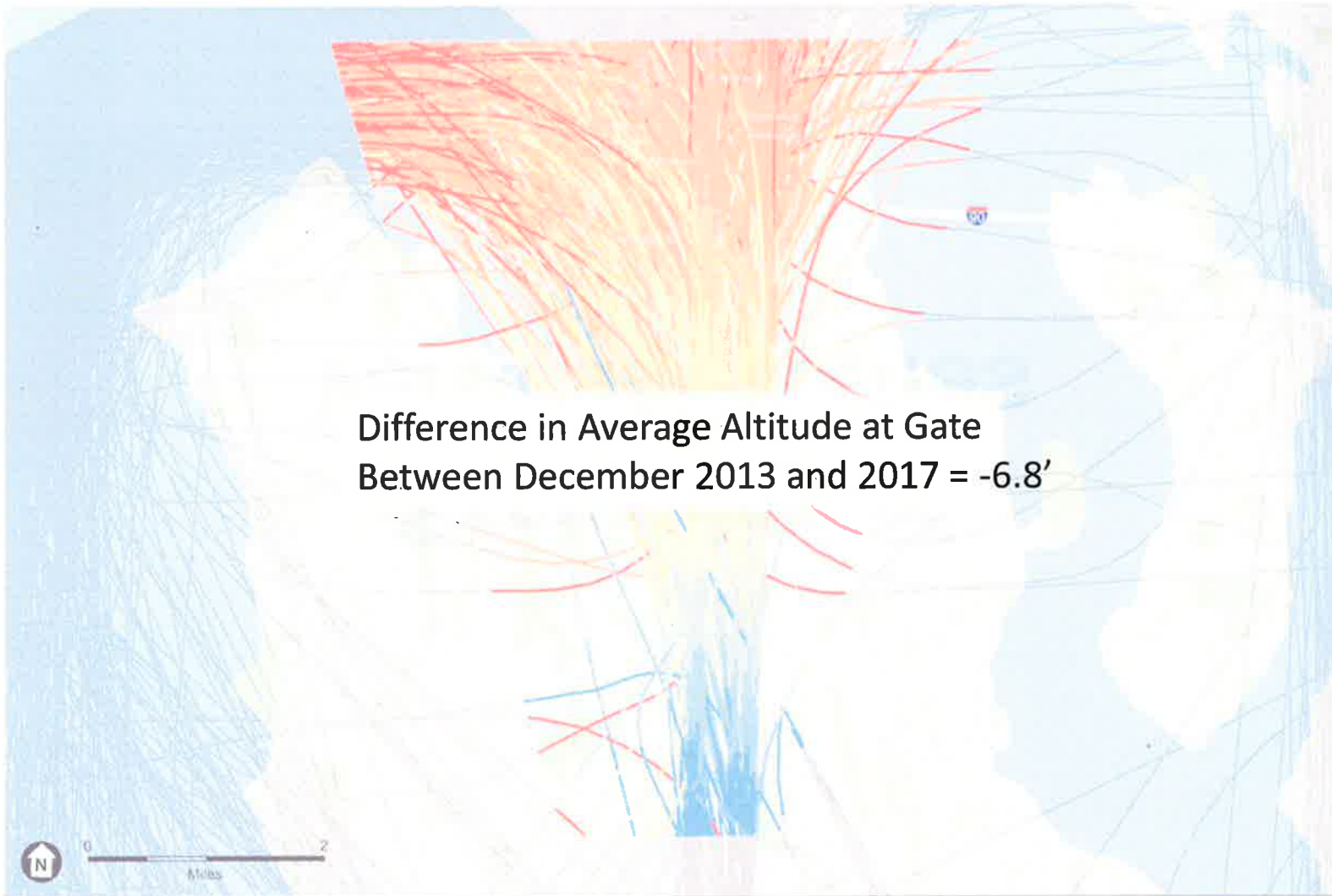


South Flow Arrivals Over Seattle, WA – December 2015



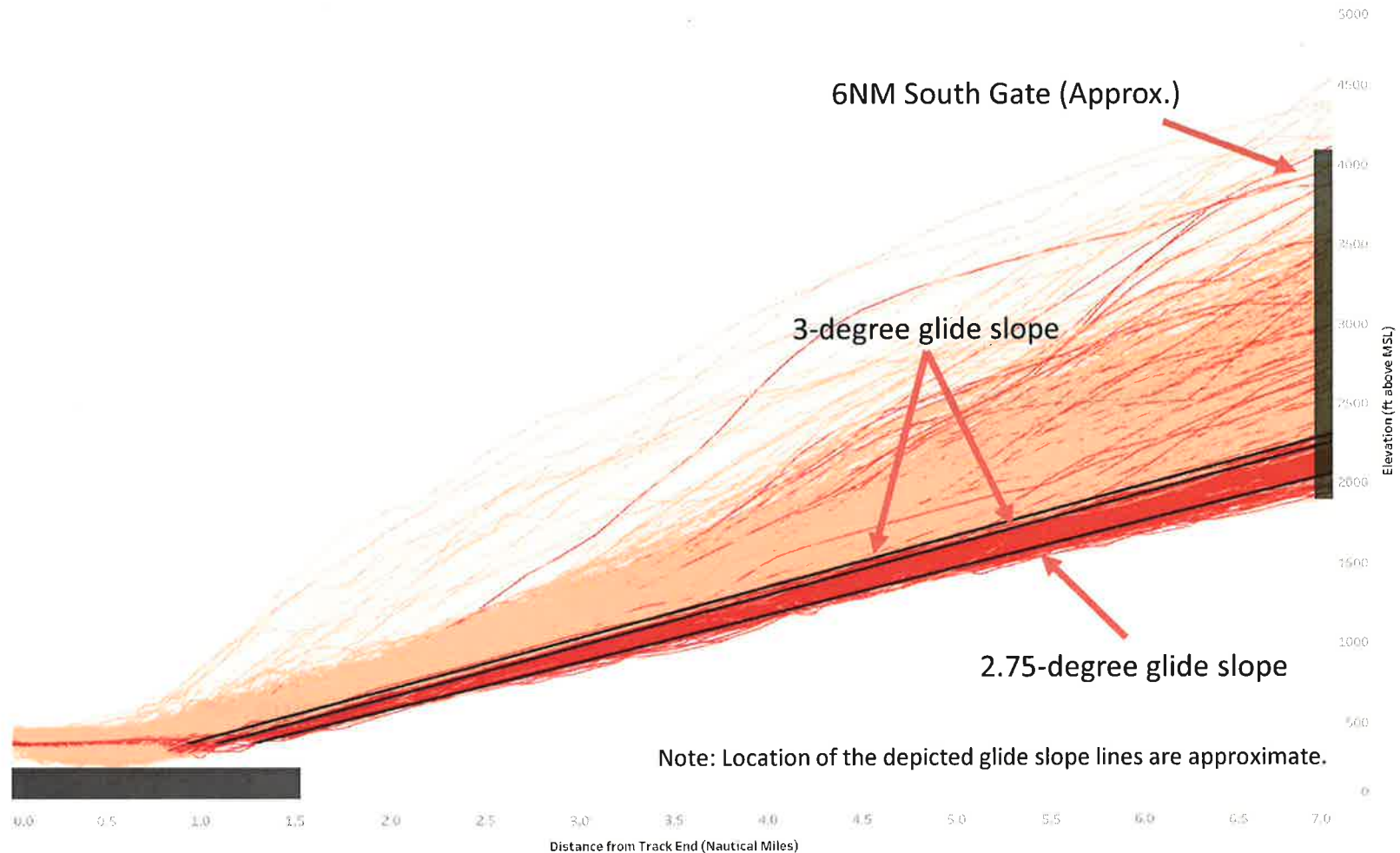
South Flow Arrivals Over Seattle, WA – December 2017



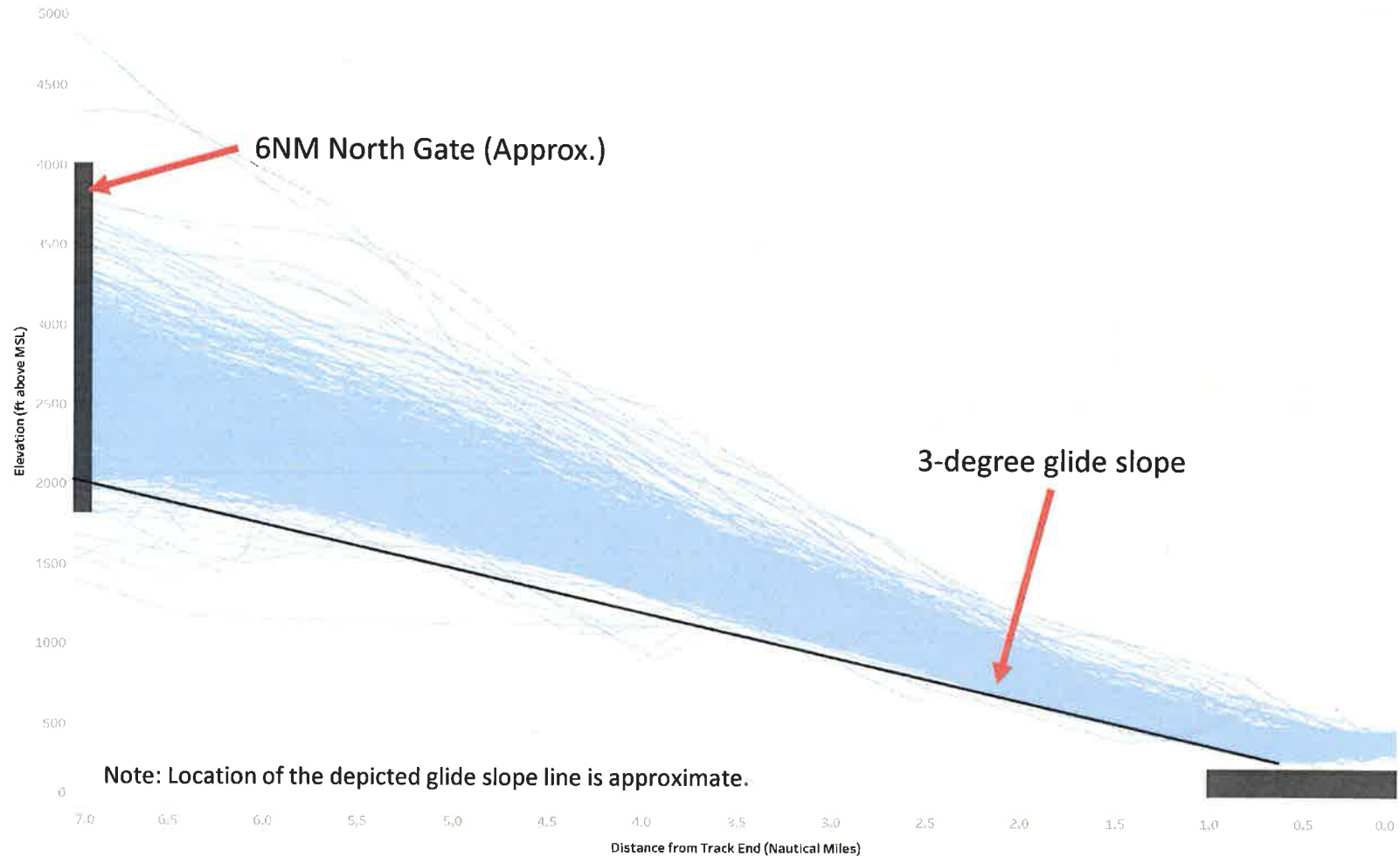


Examples of Vertical Profiles

North Flow Arrivals to Runway 34 L/C/R Ends - July 2017



South Flow Arrivals to Runway 16 L/C/R Ends - July 2017



Comparison of a Boeing 737-900 and Boeing 787-900 at an altitude of 2,500' MSL



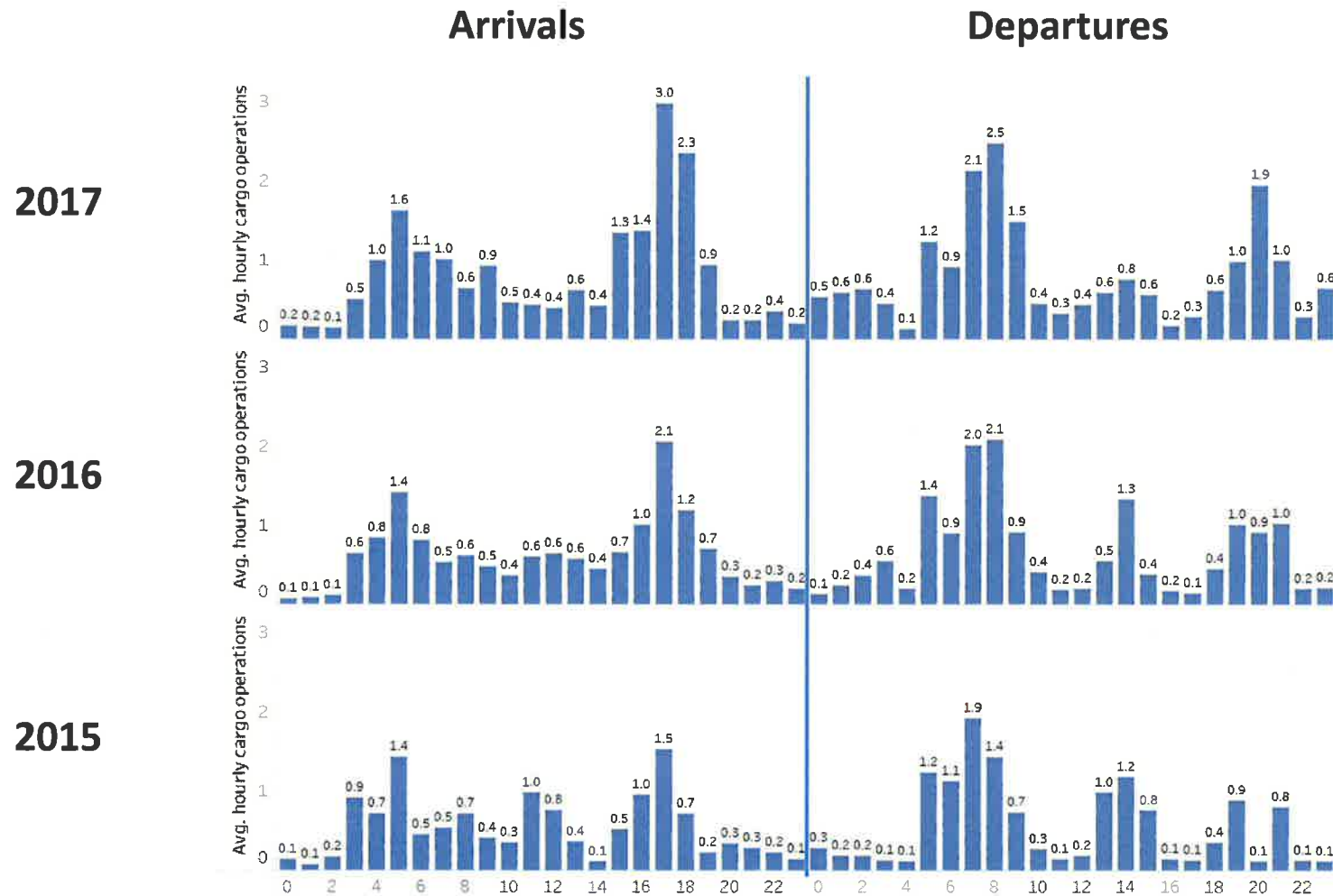
Source: Environmental Science Associates

Summary

- Aircraft altitudes on arrival from both the north and the south have remained very consistent year over year
- Aircraft are following the glideslopes in the published approach procedures

There have been no notable changes in aircraft arrival altitudes between 2013, 2015, and 2017

Historic Hourly Air Cargo Operations at SEA



Questions from the Forum Members

Des Moines Police Department

May 24, 2018



Thank You...

- Des Moines City Council
- City Manager
- Community
- Des Moines Police Foundation
- Advisory Board
- Police Officer's Guild

21st Century Policing Complexities

1. People and Day to Day Operations
2. Internal and External Communication
3. Technology and Data

Today's Realities

- Recruitment, Retention and Retirement (Opportunities)
- **Working below minimums becoming too common**
- Limited ability to proactively fight crime
- Consistently high caseloads
- Excessive demands on our Community Service Officers
- A reduction in community outreach efforts
- Development in the Region
- Crime in the Region

Emerging Trends, Changing Nature of Crimes and Added Stressors

- Homelessness
- Mental Illness
- Heroin (thefts, burglaries, overdose)
- Mass shootings/Active Shooter/Armed Intruders
- Increasing Traffic
- Cybercrimes (Computer-Enabled Crimes)
- Anti-Police Sentiment
- Use of Force Scrutiny
- CSI Effect
- Gang Violence Remains

Opioid Overdose Deaths in Washington

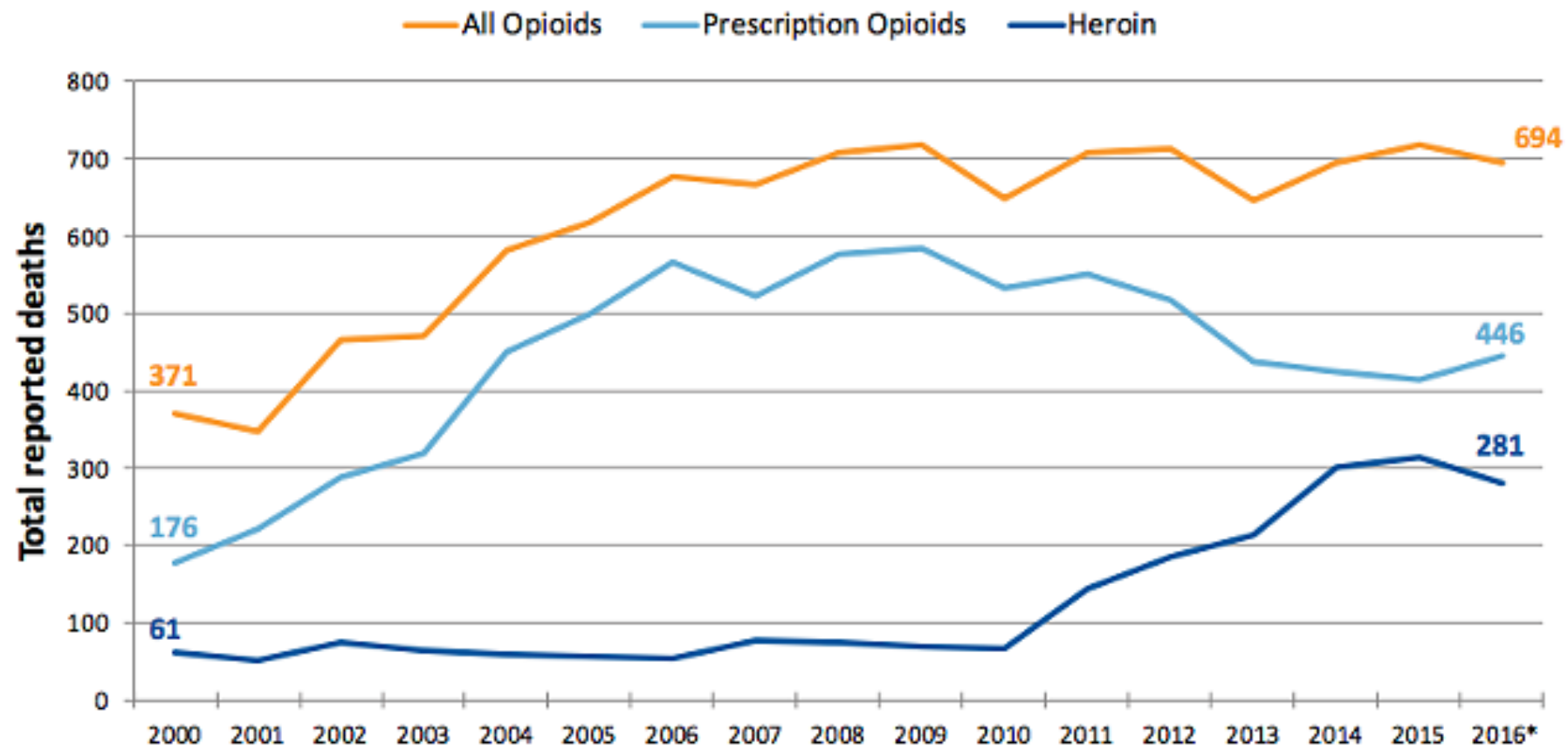


FIGURE A

SOURCE: WASHINGTON STATE DEPARTMENT OF HEALTH

NOTE: "ALL OPIOIDS" MAY NOT SUM WITH "PRESCRIPTION OPIOIDS" AND "HEROIN" AS IT INCLUDES ADDITIONAL CATEGORIES NOT DEPICTED (E.G., SYNTHETIC OPIOIDS) AND BECAUSE OVERDOSE DEATHS MAY INVOLVE MULTIPLE TYPES OF OPIOIDS.

*2016 DATA ARE PRELIMINARY.

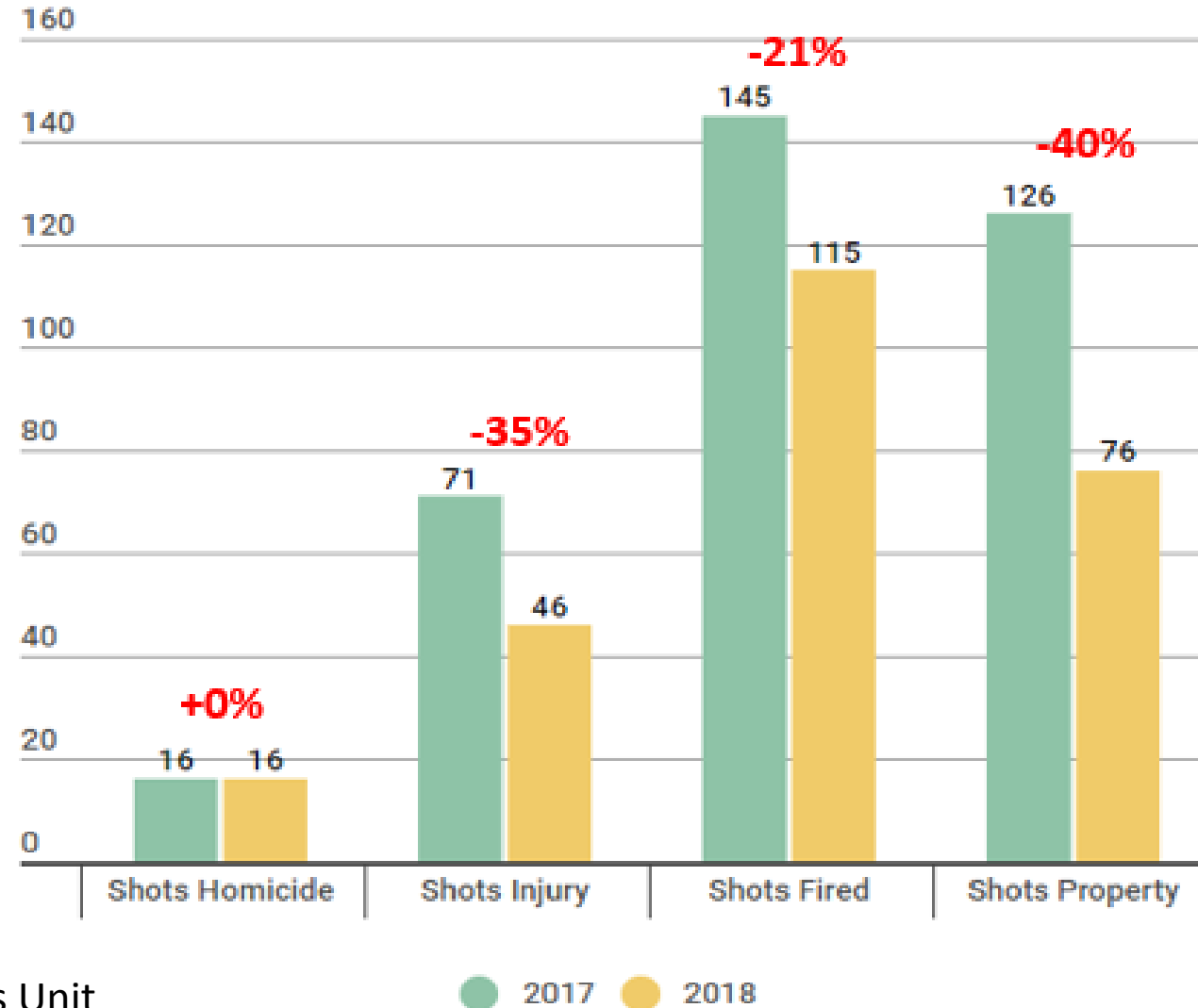
Police need help in dangerous armed robbery spree

by Joel Moreno | Friday, May 18th 2018

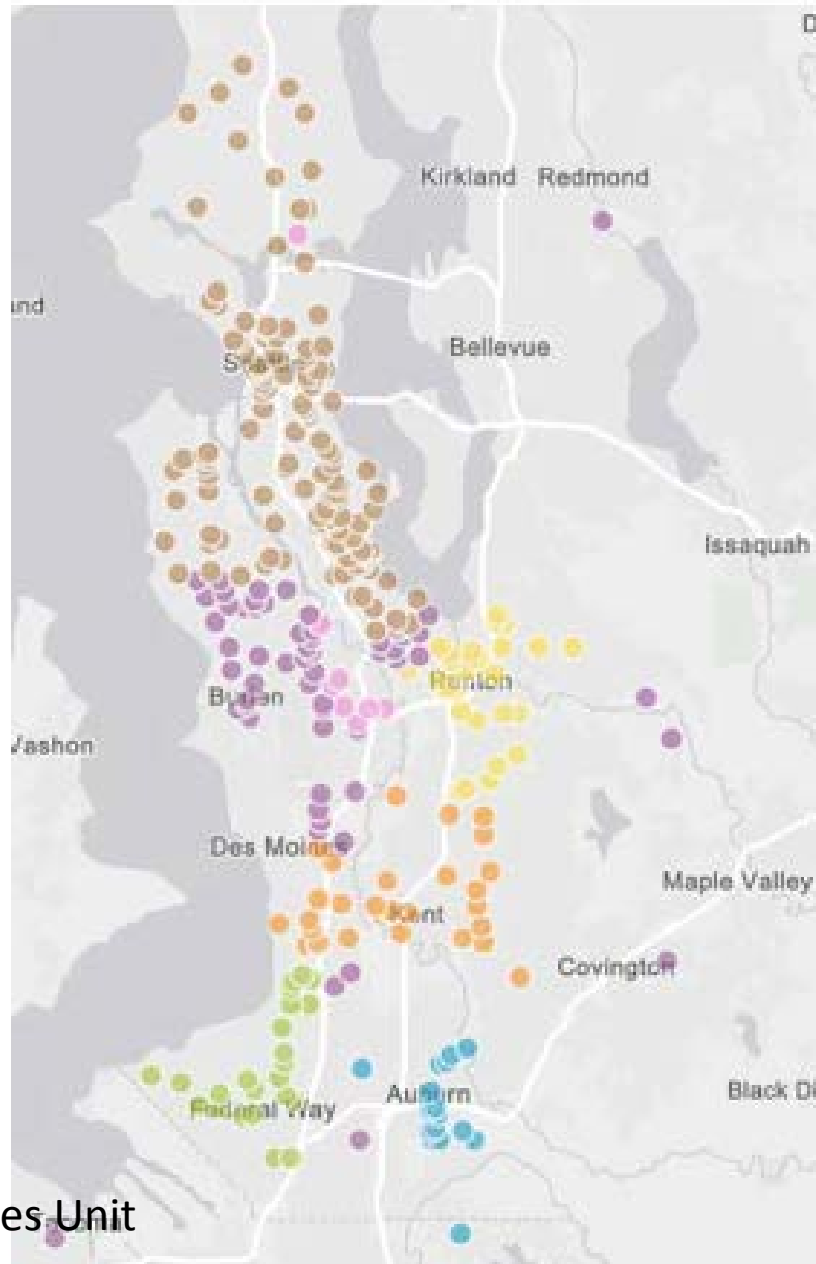


2018 Year-to-Date By Type

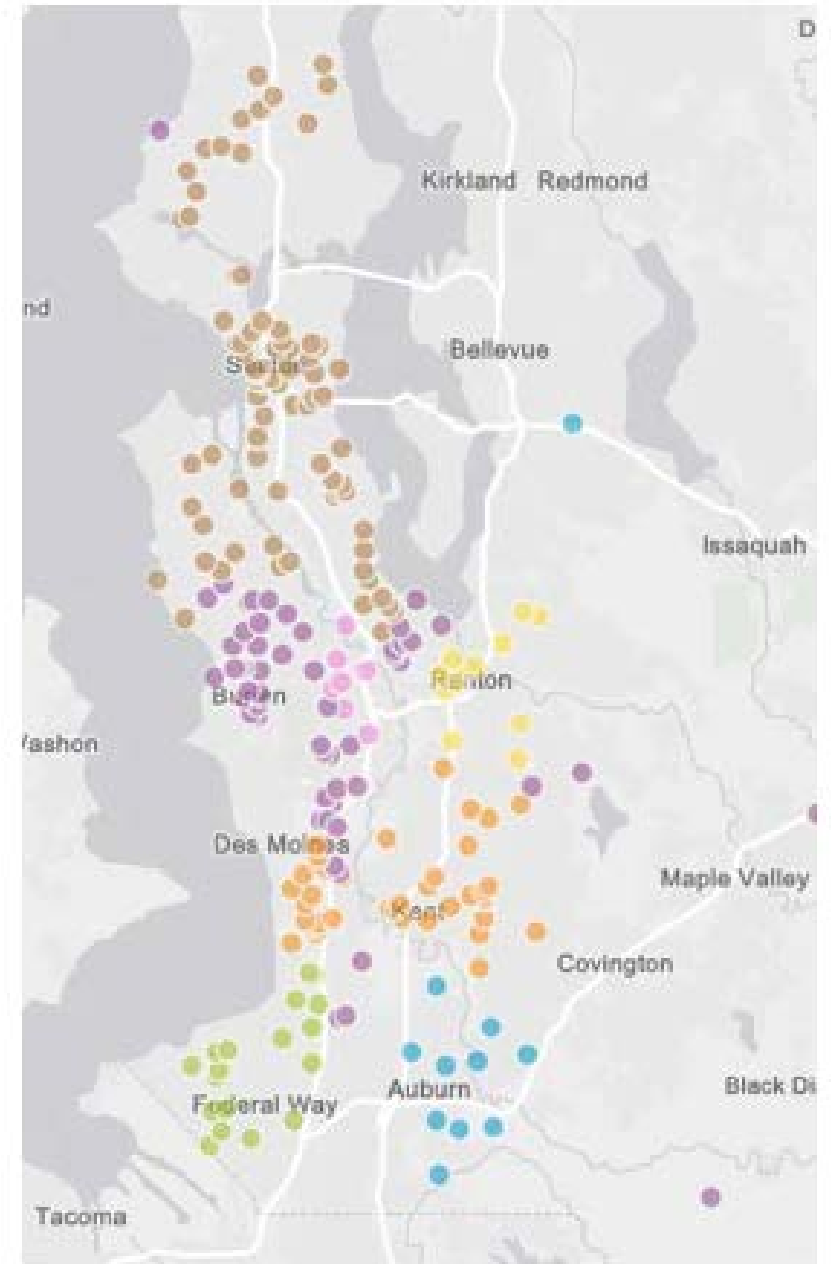
-29%
2018 YTD shots
fired incidents



2017 Year-to-Date



2018 Year-to-Date





SOURCES OF POLICE STRESS

- Constant exposure to suffering, distress and pain
- Threats to an officer's safety or health
- The responsibility of protecting the lives of citizens
- Having to be in control of emotions even when provoked
- The inconclusive nature of police work
- The quickly alternative pace of the job
- The responsibility of owning a firearm or weapon

Dispatched Calls



911 Calls Fear of Crime

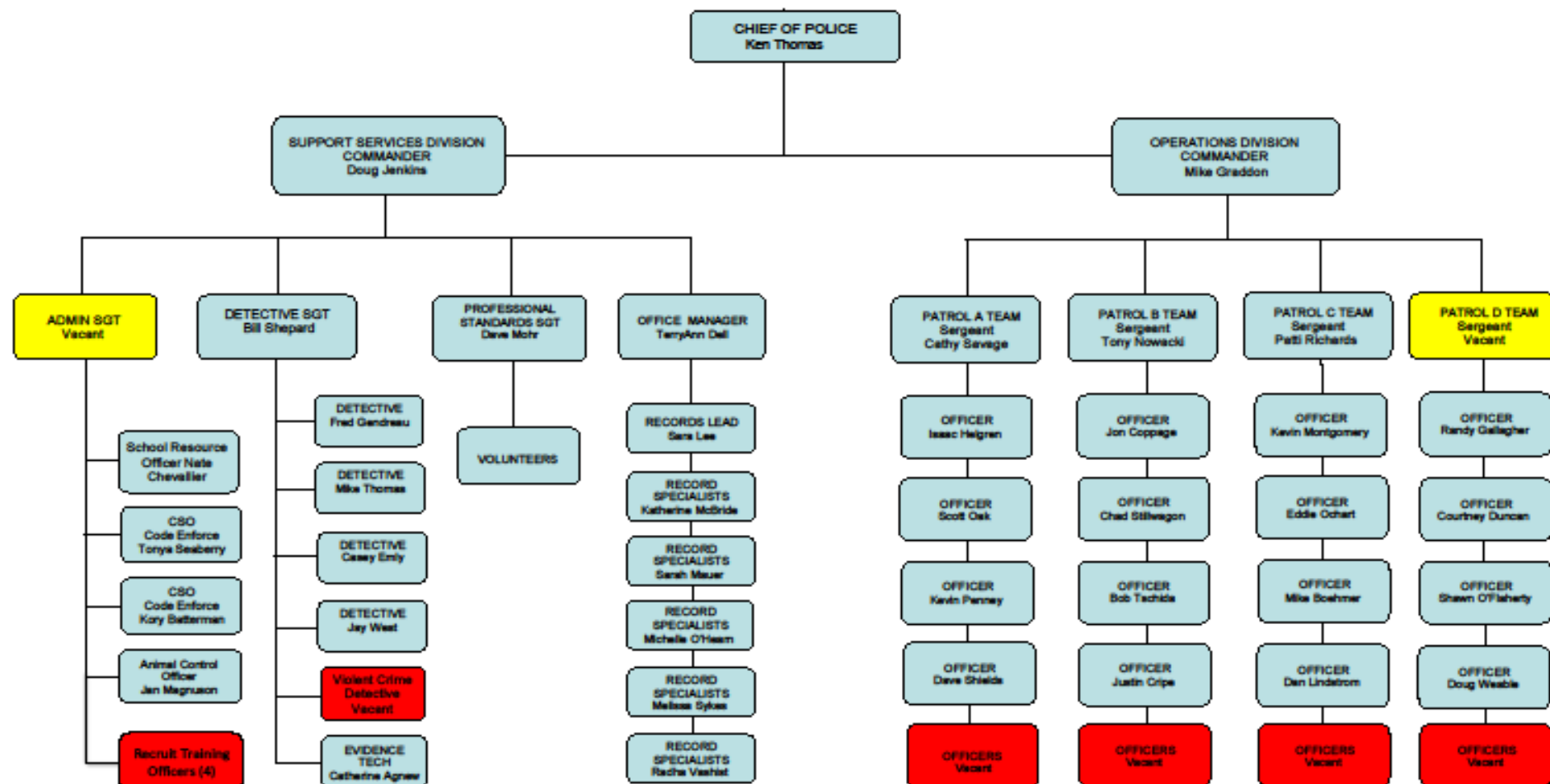


PEOPLE

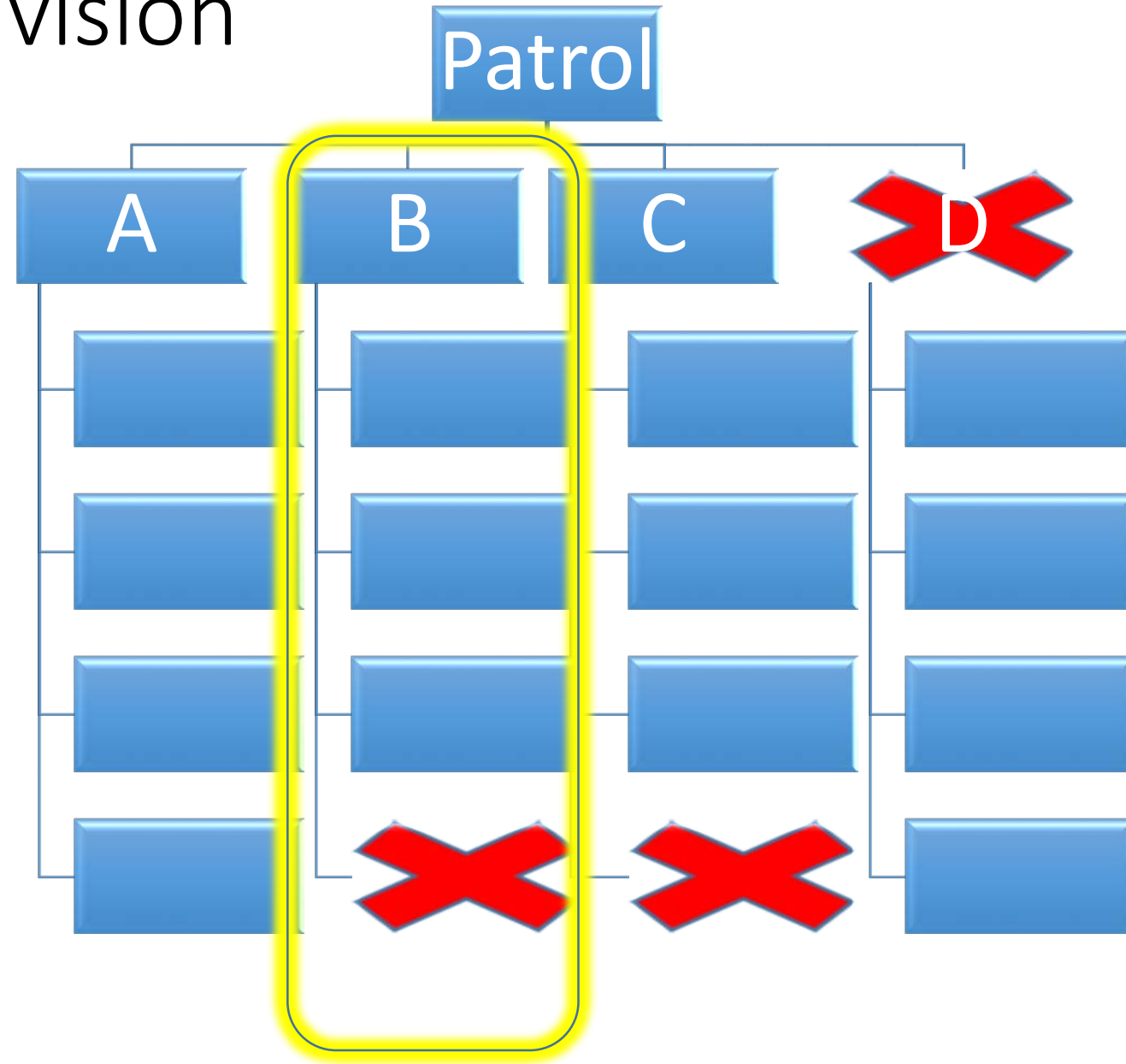
Our Greatest Resource:
Day to Day Operations

CITY OF DES MOINES
Police Department

Organizational Chart
23-Apr-18

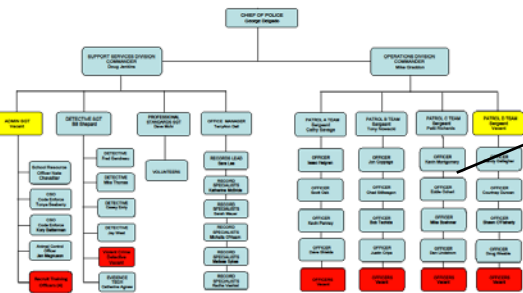


Operations Division



CITY OF DES MOINES
Police Department

Organizational Chart
23 Apr 18



Operations Division

- AM/PM 12 hour Shifts
- Average Staffing: 1 Sergeant + 3 Officers (4)
- Over 20 shifts this past year have had 1 Sergeant +2 Officers (3)
- Total Overtime Hours Worked (2018)=1,010 Hours
- Average over 3,000 case reports a year
- Average over 18,000 incidents
- Focus: Balancing Evidence-Based Practices “what works in policing”, with Calls for Service and Community Needs
- Utilizing technology efficiencies for better practices (TBC..)



Crime Prevention Through Environmental Design

Natural Surveillance
Access Control
Territoriality
Activity Support



Support Services Division

- Consists of Investigations, Evidence, Records & Specialized Services
 - Investigations
- 4 Detectives & 1 Sergeant Investigate All Major Crimes, CPS/APS Cases, In Custody Cases, VIT Call-Out's, All Felony Cases
- 1 Evidence Specialist - All Evidence Processing, Lab Deliveries, In-Car Video Requests
- 118 Hours Overtime Worked & 72 Hours Comp Time Earned in 2018
- Difficult for Detectives to Assist with Patrol Staffing Due to Case Load and Potential Call-Out

Records Unit

- Records – Staffed by 5 Specialists & 1 Lead 24/7 to Answer Phones, Greet Public, Assist Officers via Radio & Handle Other Records Entries
- Case Report Entry
 - Working on Direct Entry by Officers
 - Currently Using 20 Year Old Technology
- Recorded Statement Transcription
- 161 Hours Overtime Worked & 69 Hours Comp Time Earned Through April
- Any Time Off or Training Requires Overtime or Schedule Adjustment by the Officer Manager to Cover the Shift
- Limited Staff Inhibits Professional Growth

CSO/Code Enforcement-Animal Control

- Code Enforcement, Alarm Permits, Community Outreach, CPTED, Block Watch, Assists with Volunteers
- 2 FTE's (1 out on Extended Medical Leave)
 - Animal Control
 - 1 FTE to Handle All Animal Related Complaints
 - Patrol Responds When Animal Control is Not On Duty

Professional Standards/Training & Admin Sgts

- Training and Administrative Sergeant Position is currently vacant

Staffing Challenges

1. Staffing for patrol has been an on-going problem that has continued to challenge the police department's ability to maintain staffing even at minimum levels.
2. Officers are consistently working shifts longer than 12-hours, and have fewer opportunities to take time off.
3. Field supervisors are having difficulties finding personnel to fill the vacancies and shifts frequently fall below minimum staffing levels.
4. Windows of opportunity for required training are minimal due to staffing needs or shortages.
5. Stress leads to mental and psychological challenges lead to depression and other medical conditions.
6. Inability to problem solve proactively.

Hiring

- Pre-Employment Backgrounds-Time Consuming (1-3 Months)
- High Failure Rate
- 1 Person to Perform Backgrounds
- Contract with Public Safety Testing-Helpful but not Time/Cost Effective
- Hiring, Academy and Field Training can take up to 18 months
- Difficult Keeping Up with Normal Attrition
- Highly Competitive Job Market with Few Exceptional Candidates

2. COMMUNICATION

Internal Communication

- Collaboration on Department Goals
- Enhanced development for Supervisors
- Collaboration with collective bargaining groups
- Development of department-wide committees
- Regular visits to briefings
- Subject matter expert presentations to council committees and council meetings

External Communication

- Social Media
 - Twitter
 - Facebook
 - System Monitoring
- Community Meetings
 - Coffee with a Cop
 - Neighborhood Association/Block Watch Presentations
 - Presence at local community events
- City-wide collaboration to improve neighborhood livability
- Enhanced website linked to social media
- Online and Police Department lobby reporting systems
- Training of additional PIOs

Police Social Media

- 69% of Americans obtain news on social media
- 96% of police agencies use social media in some way
- Des Moines is in line with IACP study on stats in usage, posts and purpose



Des Moines Police, WA @DesMoinesPolice · May 1

Don't be alarmed. Mount Rainier High School offered us donuts!

[#coffeewithacop](#) MB



6



54



@desmoinespolice

- Active as of March of 2018 after buyoff by City Admin and PD Admin
- Line personnel have ability to post
- Allows PD to *make* news, not respond to it. We show humor, provide tips, support the City and update incidents almost live.
- Unofficial public reaction has been more positive then even we expected, adding over 300 followers
- PIO still necessary function for City and PD as social media is “280 characters and a picture”



Des Moines Police, WA @DesMoinesPolice · May 14

Criminals beware. There is no place Sgt Richards won't go to find you. Ducks too for that matter. Daffy thanks you, Sarge. DL



4

11

50

||

3. TECHNOLOGY

SYSTEM ADMINISTRATION



(Policy Manual)

April 2017-April 2018:

- 184 total Policy Updates, Spanning 41 Chapters
- Best Practices, State & Fed. Law Changes
- 67 User Accounts Managed
- Currently on 4th system revision
- \$1,000/Year reimbursed by WCIA



Predictable is Preventable®

(On-Line Reporting)

April 2017-April 2018:

- Reports received on-line-1,296
- Dispatch savings-\$54,185.76 (VC \$41.81/call)
- Estimated hours per report if taken by officer-1,944 (1.50hrs/report)
- User accounts managed-63
- Total number of agencies managed-3
- On-going revision
 - Records Management Interface
 - Incident-type revisions (ex. Police Service Req.)



(Accreditation)

- Moving from paper files to input into PowerDMS system
- Preparation for re-accreditation (4 year cycle)
- 132 Standards to input into PowerDMS
- 75 Administrative Standards
- 57 Operational Standards
- Policy updates to meet new standards

*Annual Proofs

Taxes ALL in the agency



A diagram shaped like a classical temple. The pediment (roof) is a blue triangle containing the word 'COMMUNITY'. Below the pediment is a blue horizontal band containing the word 'PEOPLE'. The main body of the temple consists of four blue rectangular columns. Each column contains white text representing a pillar of the community. At the base of the columns is a blue horizontal band containing the text 'EVIDENCE-BASED PRACTICES'.

COMMUNITY

PEOPLE

**DECREASE CRIME
VICTIMIZATION**

**INCREASE
COMMUNICATION**

**ENHANCE DEPT.
SAFETY &
WELLNESS**

**BUILD TRUST &
LEGITIMACY**

EVIDENCE-BASED PRACTICES

THANK YOU!