

Linda

6:30 p.m. Executive Session - Litigation

AGENDA
REGULAR MEETING DES MOINES CITY COUNCIL
November 20, 2003 - 7:30 p.m.

CALL TO ORDER - Mayor Steenrod

about 6 present

Council in unanimity agenda item

PLEDGE OF ALLEGIANCE

OATH OF OFFICE - Councilmember Sherman done

ROLL CALL

CORRESPONDENCE

Go

disallowed council rule 20/24

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

Gorlick - "kill the chicken"
Alex White - business round table
Debbie Workman

BOARD & COMMITTEE REPORTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

CONSENT CALENDAR*

1. Motion is to approve the minutes of November 6, 2003
2. Motion is to authorize the City Manager to approve all vouchers for payment of the following claims during the period of November 7, 2003 through November 20, 2003:
 - a. All vouchers for payment of payroll checks, including Marina payroll, and
 - b. All vouchers for payment of claims and Marina checks, provided that all vouchers and checks approved by the City Manager in accordance with this motion shall be presented at the December 11, 2003 Council meeting.
3. Motion is to approve the Consent Judgment and Decree of Appropriation in King County Superior Court Cause No. 02-2-19402-8 KNT and to authorize the City Attorney to approve said Judgment and Decree and present it to the court, for approval and entry, substantially in the form as submitted.
4. Motion is to approve the second reading of Draft Ordinance No. 03-001, vacating that portion of unopened 19th Avenue South (previously identified as 20th Street) consisting of the area between Blocks 10 and 11 from Lots 9 through 16, inclusive, between South 222nd Street and South 223rd Street, situated in the City of Des Moines, as per the plat of Bay View addition recorded in Volume 4 of Plats, Page 97, records of King County, Washington; while obtaining the necessary surface water utility easement, and conditioning the street vacation with the necessary lot consolidations and native growth protection easements.

all passed
60

Vicki

do ordinance.
Sond easement to Bonds along w/ letter w/ Native Growth Protection Easement lot consolidation

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

get information from Celeste

✓ CONTINUED PUBLIC HEARING

SEPA Appeal & Unclassified Use Permit Zenith Viewpointe

SUMMARY: In response to Council's direction, attorneys' briefs have been submitted to Council. Council will use this and other information entered into the record to direct administration to prepare findings of fact and draft resolutions supporting Council action on the SEPA Appeal and the Development Exception and Unclassified Use Permit applications.

253-529
3740
Benjamin W.
Development + Exception Denied
UUP denied
SEPA enabled

PUBLIC HEARING

2003 Comprehensive Plan Amendments – Parks, Recreation and Senior Services Master Plan and Environmentally Sensitive Areas

SUMMARY: The purpose of this item is to receive public comment on proposed amendments to the Greater Des Moines Comprehensive Plan and to allow Council deliberation at the conclusion of the public hearing.

OLD BUSINESS

1. Mount Rainier Pool Agreements

SUMMARY: Staff will brief Council on four proposed agreements regarding the transfer and operation of the Mount Rainier Pool. The final draft agreements will be presented to Council for authorization in early December.

2. Years 2004 – 2009 Capital Improvement Plan

SUMMARY: Staff will present the 2004-2009 capital improvement plans for the Marina. Municipal Capital Improvements, Arterial Streets, and Surface Water Management projects were reviewed at the November 13, 2003 Council meeting.

3. Preliminary 2004 Budget - Policy Issues

SUMMARY: This item is intended to facilitate Council's discussion on policy issues that were addressed previously in the 2004 budget presentations to Council.

4. Draft Ordinance No. 03-307 – Adoption of Year 2004 Budget, Second Reading

SUMMARY: A public hearing for the Draft Ordinance No. 03-307, adopting the Year 2004 Budget was conducted November 13, 2003. Council will provide direction to staff regarding the proposed ordinance.

NEW BUSINESS

1. ACC Funding

SUMMARY: This item has been placed on the agenda at the request of Councilmembers Sheckler, Sherman, and White.

\$70,000
motion Sheckler under
2d + Thomasop
committee reports
passed 4-2

NEXT MEETING DATE – December 4, 2003, Study Session

ADJOURNMENT

AGENDA ITEM

SUBJECT: Second Reading for File SV
2001-002 – Street Vacation:

Portion of 19th Avenue South (previously identified as 20th Street as per the plat of Bay View Addition), between South 222nd Street and South 223rd Street

ATTACHMENTS:

1. Draft Ordinance No. 03-001
2. Vicinity Map
- 2A. Vicinity Map Close-up
3. Street/Alley Vacation Check List
4. Memo dated 9/10/01 memo from Community Development
5. Copy of 3/22/02 memo from SWM
6. Public Drainage Easement

AGENDA OF: November 20, 2003

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: November 14, 2003

CLEARANCES:

[] Finance

[X] Public Works

[X] Legal

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

Purpose and Recommendation:

The purpose of this item is to have a second reading regarding the vacation of a portion of public right-of-way in the City of Des Moines; more specifically, that portion of unopened 19th Avenue South (previously identified as 20th Street as per the plat of Bay View Addition), between South 222nd Street and South 223rd Street.

Suggested Motion

- 1) "I move to approve the second reading of Draft Ordinance No. 03-001, vacating that portion of unopened 19th Avenue South (previously identified as 20th Street) consisting of the area between Blocks 10 and 11 from Lots 9 through 16, inclusive, between South 222nd Street and South 223rd Street, situate in the City of Des Moines, as per the plat of Bay View Addition recorded in Volume 4 of Plats, Page 97, records of King County, Washington; while obtaining the necessary surface water utility easement, and conditioning the street vacation with the necessary lot consolidations and native growth protection easements."

Background:

The applicant, Robert Bonds, submitted a completed street vacation petition packet on March 28, 2001. Staff mailed and hand-delivered notices of this proposed street vacation to all utility purveyors and other city departments on August 29, 2001, requesting their comments and input on this issue. Utility purveyors and other city departments were given a deadline of October 5, 2001 to submit their responses. On March 4, 2002, a follow-up letter was mailed and hand-delivered to all utility purveyors and city departments, once again requesting their comments and input. A deadline of March 22, 2002 was given. A thorough review of all responses received showed that a 20' wide utility easement needed to be retained for Surface Water Management (SWM). Community Development is also conditioning this street vacation

with lot consolidations and native growth protection easements in an effort to protect Barnes Creek. Council set the date for this public hearing at the October 9, 2003 Council meeting. The Public Hearing was held on November 13, 2003. Council approved the first reading of Draft Ordinance 03-001 and directed staff to revise the Draft Ordinance and bring it back to them for a second reading on November 20, 2003.

Discussion:

The Public Works Director is recommending the vacation of that portion of unopened 19th Avenue South (previously identified as 20th Street) more specifically, the area between Blocks 10 and 11 from Lots 9 through 16, inclusive, between South 222nd Street and South 223rd Street, situate in the City of Des Moines, as per the plat of Bay View Addition recorded in Volume 4 of Plats, Page 97, records of King County, Washington; while retaining the necessary surface water utility easement (please refer to Attachment 6), and conditioning the street vacation with the necessary lot consolidations and native growth protection easements.

The area proposed to be vacated was platted in 1890, making it subject to the Laws of 1889-90. As such, per Des Moines Municipal Code (DMMC) 12.12.020(3), this right-of-way is classified as a Class C right-of-way. Per DMMC 12.12.050(2)(b), vacation of a Class C right-of-way requires no compensation to the City.

This proposed vacation area is currently unopened, and most likely would remain in that condition due to Barnes Creek and the wetland area which covers much of the proposed vacation site. The wetlands and slope issues render this right-of-way almost totally unusable for any type of transportation use. There is an existing single-family home immediately west of this proposed vacation area, and a single-family home is proposed to be built immediately east of this proposed vacation area.

Alternatives:

1. Council could choose not to vacate any portion of this public right-of-way.
2. Council could choose to reduce the limits of the proposed vacation area.
3. Council could add or reduce the conditions of vacation.

Financial Impact:

By vacating this portion of currently unopened public right-of-way, the property could then be placed onto the tax rolls, thus allowing the City to collect property taxes and increase revenue.

Recommendation/Conclusion:

Staff recommends that City Council vacate the portion of unopened 19th Avenue South (previously identified as 20th Street as per the plat of Bay View Addition), per the staff recommendations on Page 2 of the Street/Alley Vacation Check List (Attachment 3) with one-half of the right-of-way going to each adjacent property owner with the attached conditions that a 20-foot SWM easement be granted in a location acceptable to the City, that the adjacent lots be consolidated, and a native growth protection easement be granted.

Concurrence:

Both Public Works and Legal concur that placing this currently unused and unopened public right-of-way onto the tax rolls is the prudent choice.

CITY ATTORNEY'S SECOND DRAFT 11/14/03

DRAFT ORDINANCE NO. 03-001

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, vacating a portion of City right-of-way known as 19th Avenue South (previously identified as 20th Street), between South 222nd Street and South 223rd Street, in the City of Des Moines by the petition method, subject to the applicant's compliance with requirements set forth herein.

WHEREAS, the City Council of the City of Des Moines adopted Resolution No. 963, declaring its intent to consider vacation of a portion of public right-of-way known as 19th Avenue South (previously identified as 20th Street), between South 222nd Street and South 223rd Street, in the City of Des Moines, and

WHEREAS, notice of the public hearing was given in accordance with law and the public hearing was held before the City Council of the City of Des Moines on November 13, 2003, and all persons wishing to be heard were heard, and

WHEREAS, based on the evidence presented, the City Council makes the following findings of fact:

(1) The public right-of-way which is the subject of this ordinance consists of a portion of public right-of-way known as 19th Avenue South (previously identified as 20th Street), between South 222nd Street and South 223rd Street, and

(2) The public right-of-way which is the subject of this ordinance is unimproved for transportation purposes, has never been opened for transportation purposes, and appears to be subject to vacation by operation of law under the Laws of 1889-90; and

(3) The public right-of-way which is the subject of this ordinance is not necessary for present and future use by public utilities or for native growth protection, because present and future needs for use for public utilities, and for native growth protection, will be met by under-appropriate easements retained by the City or granted by abutting property owners; and

(4) The public right-of-way which is the subject of this ordinance is surplus to the present and future needs of the citizens of the City of Des Moines for transportation purposes,

and it is in the public interest to vacate this right-of-way, and to place this property onto the tax rolls; now therefore,

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

Sec. 1. Findings adopted. The recitals set forth above are adopted as the City Council's findings of fact.

Sec. 2. Right-of-way vacation. Subject to the requirements set forth in this ordinance, the public right-of-way described as follows:

That portion of 19th Avenue South (previously identified as 20th Street) consisting of the area between Blocks 10 and 11 from Lots 9 through 16, inclusive, between South 222nd Street and South 223rd Street, situate in the City of Des Moines, as per the plat of Bay View Addition recorded in Volume 4 of Plats, Page 97, records of King County, Washington.

is vacated and the property within the right-of-way so vacated shall belong to the respective abutting property owners, one-half to each as required by RCW 35.79.040, subject to the conditions set forth in section 3 of this ordinance.

Sec. 3. Conditions of right-of-way vacation. The right-of-way subject to vacation under this ordinance shall be subject to the following conditions:

(1) The abutting property owners shall not be required to pay the City of Des Moines any compensation for vacation of this Class C right-of-way, pursuant to DMMC 12.12.050(2)(b).

~~(2) The abutting property owners recognize that the City of Des Moines retains easements and the right to exercise and grant easements in respect to the land vacated by this ordinance for the construction, repair, and maintenance of public utilities and services.~~

(23) Abutting property owners Robert Jay Bonds and Patrice Joan Bonds shall grant to the City a twenty-foot wide

Public Drainage Easement over their property, in the form requested by the City.

(~~34~~) Abutting property owners ~~Robert Jay Bonds and Patrice Jean Bonds~~ shall grant to the City Native Growth Protection Easements pursuant to DMMC 17.08.060, DMMC 18.86.070, and DMMC 18.86.110 for the protection of Barnes Creek, in the form requested by the City.

(~~45~~) Abutting property owners ~~Robert Jay Bonds and Patrice Jean Bonds~~ shall, pursuant to DMMC 18.40.240, consolidate into a single building site Lots 9 through 16 of Block 10, and Lots 9 through 16 of Block 11 between South 222nd Street and South 223rd Street, situate in the City of Des Moines, as per the plat of Bay View Addition recorded in Volume 4 of Plats, Page 97, records of King County, Washington.

(~~56~~) Should the abutting property owners fail to satisfy the conditions set forth in the previous subsections within ninety (90) days of passage of this ordinance, then this ordinance shall be deemed void and of no legal effect and the underlying right of way vacation shall be deemed denied.

Sec. 4. Easement. Pursuant to RCW 35.79.030, the City of Des Moines retains or will be granted easements as set forth in section 3 of this ordinance, ~~and retains the right to exercise and grant easements~~ in respect to the land vacated by this ordinance and abutting property, for the construction, repair, and maintenance of public utilities and services, and for native growth protection.

Sec. 5. Severability - Construction.

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

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

Ordinance No. _____
Page 4 of _____

Sec. 6. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage, approval, and publication in accordance with law.

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

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

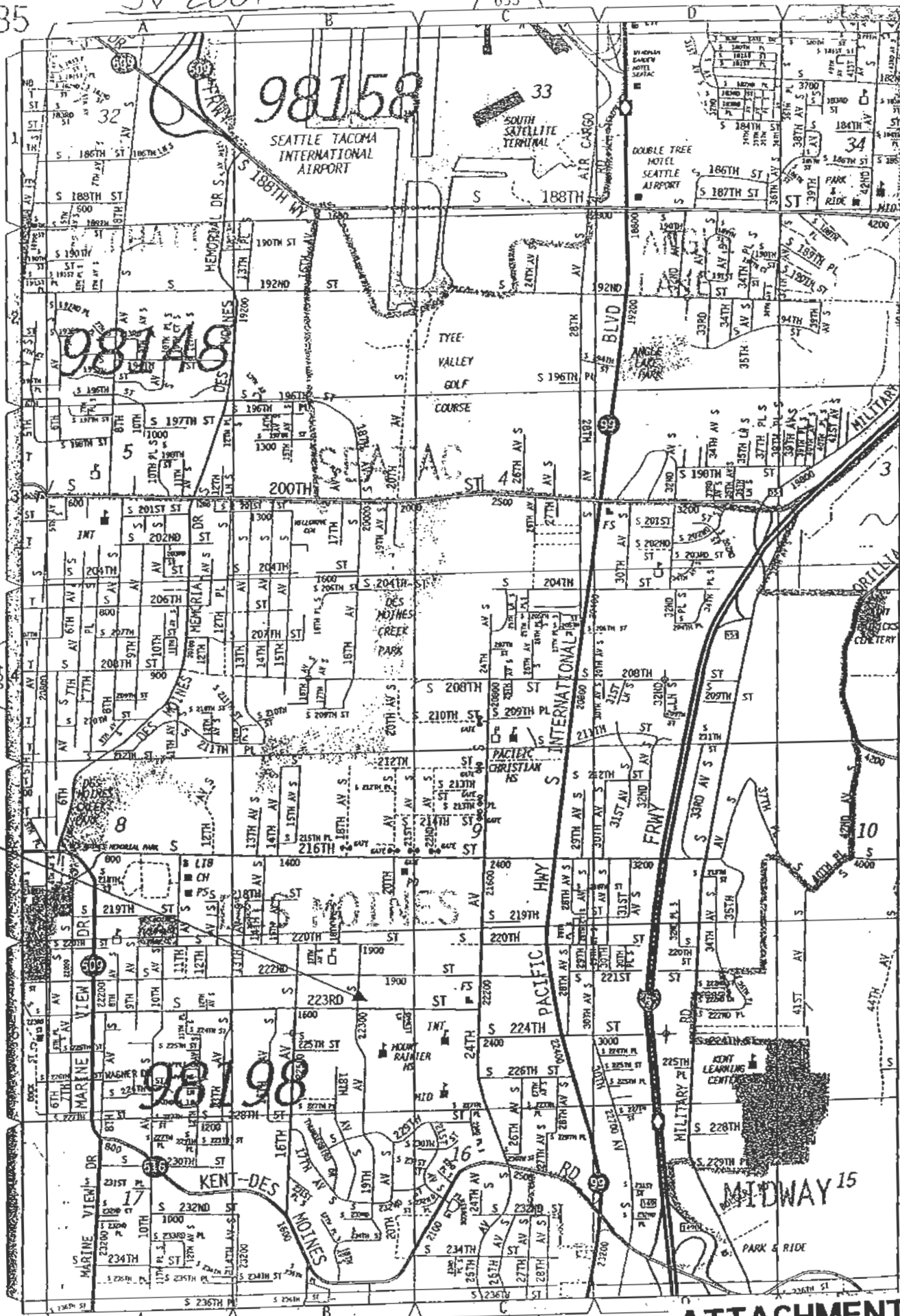
DRAFTORD/03-001

685

SV 2001-002

SEE 655 MAP

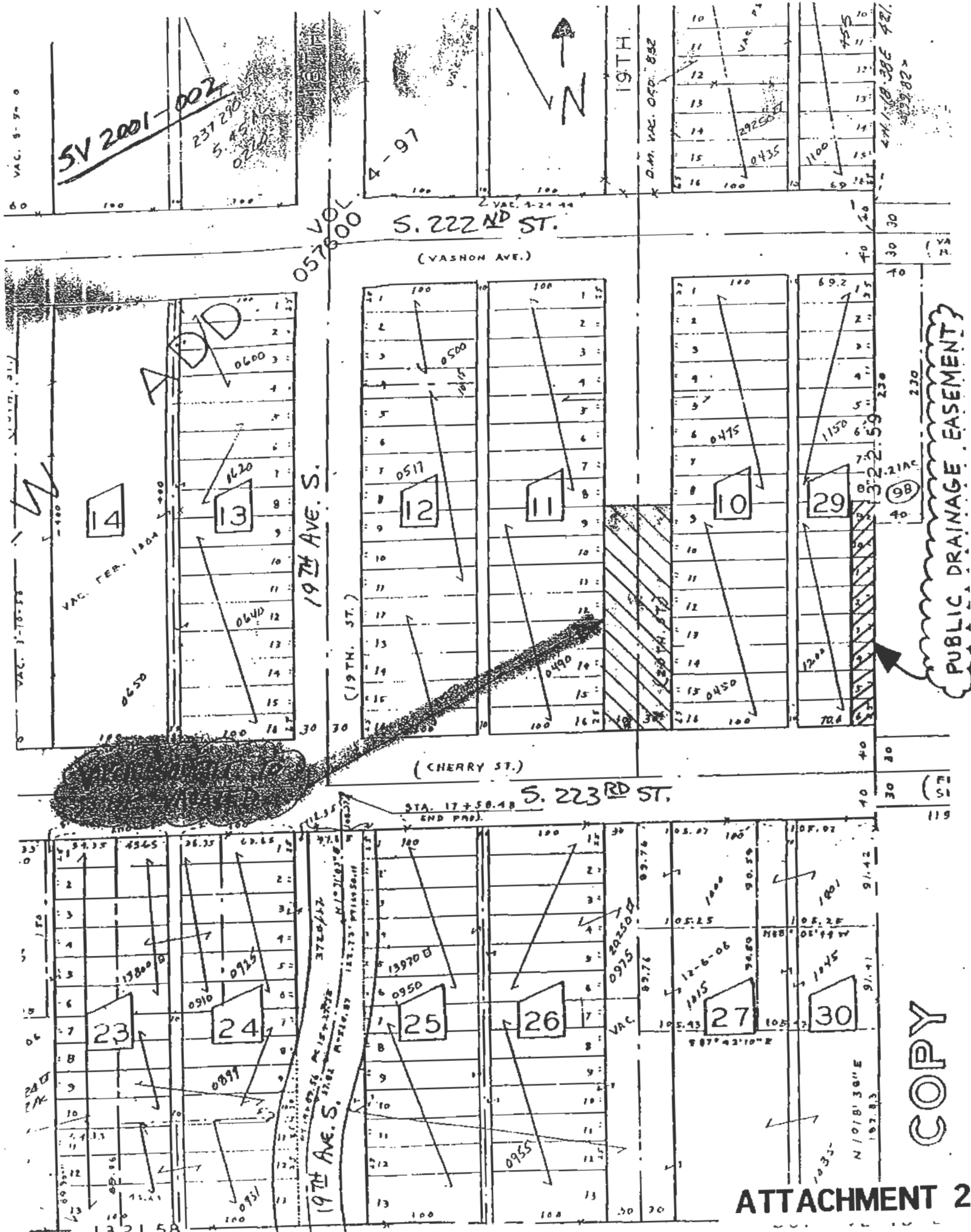
COPYRIGHT 2001 Thomas Data, Inc. Map 685



133511
VACATION SITE

COPY

ATTACHMENT 2



COPY

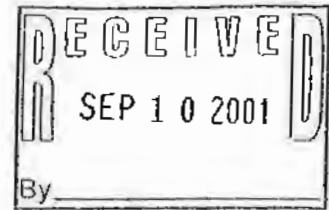
STREET/ALLEY VACATION CHECK LIST – SV2001-002 9/22/03

Name of Petitioner(s) Robert and Patrice Bonds

Right-of-way to be vacated: **Street** portion of 19th Avenue South

- | | | |
|----|--|---|
| 1. | Name of Plat and date of addition under which the right-of-way was dedicated: | Bay View Addition; 02/05/1890, Vol. 4/PG.97 |
| 2. | What percent of the adjacent ownerships have petitioned in favor of the vacation? | 2 out of 3 = 67% |
| 3. | Was the street/alley in a plat filed before March 12, 1904, thus making it eligible for vacation by operation of law (Sect. 32, Ch. 19, Laws of 1889-90) if it was not opened before March 12, 1904? | Yes |
| 4. | Is the right-of-way currently used for public access by vehicular traffic? Or pedestrian traffic? | No |
| 5. | Is the right-of-way the only access to other parcel ownerships? | No |
| 6. | What impact will vacating the right-of-way have on the overall traffic circulation in the area? | No adverse impact. |
| 7. | Does the right-of-way provide access to any shorelines, streams or other recreational areas? | Yes – Barnes Creek unimproved access. |
| 8. | Is the right-of-way proposed for vacation adjacent to another agency (city, county)? | No |
| 9. | Which utilities currently have facilities in the right-of-way? | None |

- | | | |
|-----|--|--|
| 10. | Which utilities have requested retention of an easement? | See Below |
| | UTILITY COMPANY | EASEMENT |
| | Surface Water Management (SWM) | 20 ft. wide along eastern portion of Lots 9-16, Block 29 of Bay View Addition. |
-
- | | | |
|-----|-----------------------------|--------------|
| 11. | Police Department Comments: | No PD Impact |
|-----|-----------------------------|--------------|
-
- | | | |
|-----|-------------------------|----------|
| 12. | Fire District Comments: | Approved |
|-----|-------------------------|----------|
-
- | | | |
|-----|--|--|
| 13. | Staff Recommendations: | |
| | CD - Conditioned on a lot consolidation and the recording of a native growth protection easement on both sides of the creek. (35 ft. on north side; City to determine buffer on south side). | |
| | SWM- Conditioned on retaining a 20 ft. wide easement along eastern portion of Lots 9-16, Block 29 of Bay View Addition. | |



Memorandum

To: Scott Romano
CC: Judith Kilgore
From: Celeste Carlson
Date: 09/10/01
Re: Community Development recommendations for street vacations

SV2001-001: (Redondo area, 6th PL S)

The vacation of a portion of the right-of-way does not appear to effect development in this area. 6th Place S is an 80' right-of-way that dead ends at a condominium a block down the road. We do not believe that 80' is necessary to serve the limited number of homes. However, since the street is currently in use you may want to consider keeping 50' of right of way instead of just the 40' shown on the map so that full street improvements could be installed in the future.

The northern portion of the requested vacation (adjacent to 5th Place S) is not currently open and the land is quite steep, making road-building very difficult. There are no problems with vacating this portion of right-of-way.

SV2001-002: (between S 222nd and S 223rd)

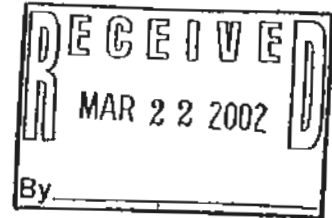
Vacating this portion of the right of way is highly recommended by Community Development Staff, as the vacation would benefit Barnes Creek. There is currently a vacant lot on Block 10 directly to the east of the right of way vacation. The City would be required by the Growth Management Act to allow a home to be built upon this property, even though Barnes Creek runs through the site. The addition of the right-of-way to this property would allow a home to be built further away from the stream.

As a condition of approval of this street vacation the adjacent properties on Block 10, lots 9-16 need to be consolidated into one building site, as well as Block 11 lots 9-16. This is necessary to prevent the land from being sold in portions for multiple building sites on environmentally sensitive land.

An alternative to a lot consolidation would be recording a Native Growth Protection Easement to protect the stream.

MEMORANDUM

March 22, 2002



To: Scott J. Romano

From: Wayne Matthews

Via:

Re: **STREET VACATION PETITIONS SV 2001-001 AND SV 2001-002**

For street vacation petition SV 2001-001 Surface Water Management has no concerns or requirements regarding city street drainage issues.

For street vacation petition SV 2001-002 Surface Water Management needs to retain 20' (minimum) street right-of way for the purpose of draining S. 223rd St. to Barnes Creek. Multiple phone ducts limit the ability to install drainage along the north side of S. 223rd St. making this right-of-way necessary.

p:\users\wayne\correspondence\2002\info requests\SV 2001-001-002.doc

COPY
ATTACHMENT 5

Filed for Record at Request of:

City of Des Moines
21630 11th Avenue So., Suite C
Des Moines, WA 98198-6398

Attn: City Attorney

PUBLIC DRAINAGE EASEMENT

Reference #:

Grantors: Robert Jay Bonds and Patrice Joan Bonds, husband and wife

Grantee: City of Des Moines, Washington

Legal Description: The east twenty feet (20') of Lots 9-16 inclusive, of Block 29, Bay View Addition, according to the plat thereof recorded in Volume 4 of Plats, Page 97, records of King County, Washington, further described below.

Assessor's Property Tax Parcel/Account Number(s): 0576000450

THIS AGREEMENT made this ____ day of _____, 2003 by and between Robert J. Bonds and Patrice Bonds, husband and wife, hereinafter called "Grantors", and the CITY OF DES MOINES, a municipal corporation in the State of Washington, hereinafter called "Grantee":

WITNESSETH:

That the said Grantors for valuable consideration do grant unto the Grantee a twenty foot (20') perpetual easement for the purpose of public drainage, maintenance, and access, with the necessary appurtenances, through and across the following-described property situated in the City of Des Moines, King County, Washington, more particularly described as follows:

The east twenty feet (20') of Lots 9-16 inclusive, of Block 29, Bay View Addition, according to the plat thereof recorded in Volume 4 of Plats, Page 97, records of King County, Washington.

Grantee shall have the right without prior institution of any suit or proceeding of law, at times as may be necessary, to enter upon said property for the purpose of construction, repair, alteration, or reconstruction of said public drainage, or making any connections therewith, without incurring any legal obligation or liability therefor; provided that such construction, repair, alteration, or reconstruction of said public drainage shall be accomplished in such a manner that existing landscaping and private improvements shall not be disturbed or destroyed, or in the event they are disturbed or destroyed, they will be replaced in as good a condition as they were immediately before the property was entered upon by the Grantee.

Grantee shall have the right to use the public drainage, and further shall have the right to make additional connections for public drainage, provided all connections are constructed in accordance with the ordinances of the City of Des Moines.

Grantee hereby assumes sole financial responsibility for the maintenance of the public drainage.

Grantee shall hold Grantors harmless from all maintenance; costs, including attorney fees; expenses; losses; and damages, including but not limited to removal of "hazardous materials," incurred as a result of the existence, operation or use of the public drainage.

It is expressly understood that the Grantee reserves the right to cancel and declare null and void this public drainage easement as to the property described herein in the event "Hazardous Material" is deposited upon or discovered in the easement area or upon any real property adjacent to the easement area, whether or not said real property is owned by the Grantors. For the purposes of this easement, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), 42 USC Section 9601, et seq., and as hereinafter amended.

The Grantors shall retain the right to use the surface of said easement, so long as said use does not interfere with the function and maintenance of the public drainage, and so long as no buildings or structures are erected on said easement.

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This easement shall be a covenant running with the land and shall be binding on Grantors' and Grantee's successors, heirs, or assigns.

DATED this _____ day of _____, 2003.

GRANTORS:

Robert Jay Bonds

Patrice Joan Bonds

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Jay Bonds and Patrice Joan Bonds, husband and wife, to me known to be the Grantors who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said Grantors, for the uses and purposes therein mentioned, and on oath state that they are authorized to execute the instrument.

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

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

A G E N D A I T E M

SUBJECT: Public hearing regarding 2003 Amendments to the Greater Des Moines Comprehensive Plan.

AGENDA OF: November 20, 2003

DEPT. OF ORIGIN: Administration and Parks

ATTACHMENTS:

DATE SUBMITTED: November 13, 2003

1. Draft Ordinance No. 03-288.
 - A. Final Draft 2003 Parks, Recreation and Senior Services Master Plan.
 - B. Environmentally Sensitive Areas maps.
2. Meeting minutes.

CLEARANCES:

[X] Legal: LAN
 [X] Parks & Recreation: CTL for PT

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

Purpose and Recommendation:

The purpose of this agenda item is to receive public comment on proposed amendments to the Greater Des Moines Comprehensive Plan (GDMCP), and to allow Council deliberation at the conclusion of the public hearing. For 2003, two types of amendments are proposed for the GDMCP:

- Adoption of the 2003 Parks, Recreation and Senior Services Master Plan. Section 5 of the Parks, Recreation and Senior Services Master Plan (PRSCMP) replaces the Park, Recreation, and Open Space Element of the Greater Des Moines Comprehensive Plan.
- Adoption of new environmentally sensitive area (critical area) maps. Those maps are part of the Conservation Element of the GDMCP. This change also necessitates a housekeeping amendment to the Des Moines Municipal Code (DMMC). The code amendment updates the reference to the environmentally sensitive area maps contained within DMMC 18.86.050.

Suggested Motion: "I move Draft Ordinance No. 03-288 be placed on the December 11, 2003 agenda for second reading."

Background:

Amendments to the Greater Des Moines Comprehensive Plan (GDMCP) are normally brought before City Council on an annual basis. Comprehensive Plan amendments are a Type VI land use action (legislative). Before any decisions are made on these amendments, public hearings are conducted by both the Planning Agency and the City Council.

On November 4, 2003, the Planning Agency conducted a public hearing on the proposed amendments. Minutes of that meeting are provided as Attachment D. The Planning Agency unanimously recommends that the City Council adopt the attached amendments.

The Growth Management Act requires that Des Moines review and update the entire Comprehensive Plan by December 2004. The amendments provided with this agenda item are part of the City's update of the GDMCP.

Discussion:

Parks, Recreation and Senior Services Master Plan

The 2003 Parks, Recreation and Senior Services Master Plan provides vision and direction for parks, open space, recreation facilities, and services and programs for Des Moines. The PRSCMP was developed by an advisory committee and presented to the City Council earlier this year.

Master Plan Objectives

- 1) Assess the current recreation needs and interests of Des Moines stakeholders.
- 2) Provide a vision, goals and priorities for the following areas based on the program and service needs of Des Moines stakeholders.
- 3) Meet the requirements of the Growth Management Act (ten-year capital plan required), Des Moines Comprehensive Plan and Washington State funding agencies (six year capital plan required) through the development of needs analysis and a comprehensive capital planning tool.

Capital Policy Recommendations

Based on Council input, the Advisory Committee revised its Capital Policy Recommendations as follows:

1. Dedicate a sustainable portion of Real Estate Excise Tax as an ongoing capital funding source for the major capital maintenance of existing recreation buildings and park facilities.
2. Consider Levy Lid Lift funding for multiple park projects throughout Des Moines. A Citizen Voted Bond Issue to fund the future Community Center project should be postponed until improved economic times.
3. Actively seek joint use and shared cost opportunities such as: Interlocal agreements with other governmental agencies, collaborative opportunities with interdepartmental projects, public/private partnerships and volunteerism to develop and maintain parks and facilities.
4. Support economic development (especially in the downtown, Port of Seattle buyout area and Pacific Highway) through creation of a more aesthetically pleasing environment such as: city gateways and signage to include directional road signs to recreational facilities, well kept streetscapes, banners, and flower baskets.
5. Provide adequate parking at all recreational facilities.
6. Support Marina and Redondo Waterfront Improvement Plans capitalizing on Des Moines best recreational features, its waterfront amenities.

Maps of Environmentally Sensitive Areas

Staff has prepared new maps that depict environmentally sensitive areas throughout the City. The Growth Management Act [specifically, RCW 36.70A.170(1)(d) and WAC 365-195-410] requires that Des Moines inventory environmentally sensitive areas (critical areas). The presence of environmentally sensitive areas should be reflected in the City's land use plans and future build-out scenarios. Also, the maps give property owners, developers, and staff an indication of the types of environmental regulations that may apply to a development proposal. The new maps constitute one component of the City's updating of the Greater Des Moines Comprehensive Plan by December of 2004.

The existing maps were drawn from information gathered and mapped by hand in 1990. For the adoption of the 1995 GDMCP, the hand-drawn maps were re-created with computer-aided drafting (CAD) software. Now, with the City's more sophisticated Geographic Information System (GIS) and digital aerial photographs and topography data, staff is able to produce inventory maps with a much higher level of accuracy. Site-specific environmental studies completed since 1990 were also reviewed and incorporated. The new maps are generally as accurate as can be achieved without field-checking each environmentally sensitive area. The maps provided with this packet would replace all of the maps within the Conservation Element of the GDMCP.

Decision Criteria

The City Council should consider the proposed amendments in light of the criteria specified by the Des Moines Municipal Code:

18.84.080 Decision criteria.

(1) Amendment of the Greater Des Moines Comprehensive Plan is a legislative action (Type VI land use action) and the planning agency and the city council shall be afforded the broadest possible discretion during review of amendment requests. The planning agency may recommend approval, approval with modifications, or denial of any application for amendment. The city council may approve, approve with modifications, or deny any application for amendment.

(2) The planning agency may recommend and the city council may approve or approve with modifications an amendment to the Greater Des Moines Comprehensive Plan when:

- (a) The amendment would correct a technical error; or
- (b) The amendment addresses changing circumstances or the needs of the city as a whole, and will benefit the city as a whole; and
- (c) All of the following conditions are satisfied:
 - (i) The amendment is consistent with the Growth Management Act.
 - (ii) The amendment is not inconsistent with other elements or policies of the Greater Des Moines Comprehensive Plan.
 - (iii) The amendment will not adversely impact community facilities and bears a reasonable relationship to public health, safety, and welfare.
 - (iv) For amendments relating to a specific property:

(A) The amendment is compatible with adjacent land use and the surrounding development pattern as existing or as specified by the Greater Des Moines Comprehensive Plan, and

(B) The subject property is suitable for development as allowed by the development regulations of the potential zone.

(3) During the review of a proposed amendment to the Greater Des Moines Comprehensive Plan, factors that may be considered by the community development director, planning agency, and the city council include, but are not limited to, the following:

(a) The effect upon the physical environment.

(b) The effect upon the economic environment.

(c) The effect upon the social environment.

(d) The effect upon open space, surface waters, and environmentally sensitive areas.

(e) The effect upon parks of local significance.

(f) The effect upon historic and archeological resources of local significance.

(g) The compatibility with an impact upon adjacent land uses and surrounding neighborhoods.

(h) The adequacy of and impact upon capital facilities, utilities, and public services.

(i) The quantity and location of land planned for the proposed land use type and density.

(j) The current and forecasted population in the area or city.

(k) The effect upon other aspects of the city or the Greater Des Moines Comprehensive Plan.

The proposed amendments are necessary because of new information that ultimately will improve the City's social environment and will help protect open space, surface waters, and environmentally sensitive areas. The PRSCMP was developed with extensive public participation and input via the ad hoc advisory committee. The new environmentally sensitive areas maps are the result of improved scientific and technological information about Des Moines.

Alternatives:

Adopt Draft Ordinance No. 03-288 as written.

Adopt Draft Ordinance No. 03-288 as amended by the City Council.

Financial Impacts:

Parks, Recreation and Senior Services Master Plan

See Section 4 of the PRSCMP.

Maps of Environmentally Sensitive Areas

No financial impact is anticipated.

Recommendation/Conclusion:

Adopt the proposed amendments to the Greater Des Moines Comprehensive Plan.

Concurrence:

The Ad Hoc Parks, Recreation and Senior Services Master Plan Citizens Committee recommends adoption of the PRSCMP. The Planning Agency recommends adoption of both the PRSCMP and the new maps of environmentally sensitive areas. The changes to the maps recommended by the Planning Agency can be handled administratively.

COMMUNITY DEVELOPMENT'S FIRST DRAFT 11/14/03

DRAFT ORDINANCE NO. 03-288

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, adopting two amendments to the Greater Des Moines Comprehensive Plan and amending section 18.86.050 of the Des Moines Municipal Code.

WHEREAS, the Greater Des Moines Comprehensive Plan was adopted by the City Council on December 7, 1995 by enactment of Ordinance No. 1160, and

WHEREAS, the 2003 Parks, Recreation and Senior Services Master Plan is a proposed addition to the Greater Des Moines Comprehensive Plan, and

WHEREAS, Section 5 of the Parks, Recreation and Senior Services Master Plan was written to supersede the Park, Recreation, and Open Space Element (Chapter 6) of the Greater Des Moines Comprehensive Plan, and

WHEREAS, an environmental checklist for the Parks Master Plan was prepared and was reviewed by the responsible SEPA official of the City of Des Moines, and a Determination of Non-Significance (DNS) was issued for the Parks, Recreation, and Senior Services Master Plan on October 17, 2003 under the State Environmental Policy Act by the responsible official, and

WHEREAS, the Environmentally Sensitive Areas maps need to be updated to reflect better technology and new data, and

WHEREAS, the Des Moines Community Development Director acting as the SEPA responsible official reviewed the proposed maps of environmentally sensitive areas and subsequently concluded adoption of the maps constitutes a procedural action and is therefore categorically exempt from threshold determination and EIS requirements, and

WHEREAS, for efficiency and predictability during permit review, it is appropriate to amend references to maps of environmentally sensitive areas contained within the Zoning Code (Title 18 DMMC), and

ATTACHMENT 1

WHEREAS, the Des Moines Community Development Director acting as the SEPA responsible official reviewed the proposed environmentally sensitive areas maps and the accompanying code amendment to chapter 18.86.050 DMMC and subsequently concluded that the changes constitute a procedural action and is therefore categorically exempt from threshold determination and EIS requirements, and

WHEREAS, notice of the public hearing before the Planning Agency was given to the public in accordance with law and a public hearing was held on the 3rd day of November, 2003 and all persons wishing to be heard were heard, and

WHEREAS, notice of the public hearing before the City Council was given to the public in accordance with law and a public hearing was held on the 20th day of November, 2003, and all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the amendments contained in this ordinance satisfy the criteria provided by chapter 18.84 DMMC; now therefore,

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

Sec. 1. The 2003 Parks, Recreation, and Senior Services Master Plan attached to this Ordinance as Exhibit "A" shall be adopted as an addition to the Greater Des Moines Comprehensive Plan.

Sec. 2. The contents of Chapter 6: Park, Recreation, and Open Space Element of the Greater Des Moines Comprehensive Plan shall be deleted and replaced with a reference to The 2003 Parks, Recreation, and Senior Services Master Plan.

Sec. 3. Figures 4-1 through 4-9 within the Chapter 4: Conservation Element of the Greater Des Moines Comprehensive Plan shall be deleted and replaced with the seven Maps of Environmentally Sensitive Areas attached to this Ordinance as Exhibit "B".

Sec. 4. Chapter 18.86.050 DMMC and section 5 of Ordinance No. 853 as amended by section 16 of Ordinance No. 925 are each hereby amended to read as follows:

18.86.050 Maps and inventories.

(1) The general distribution of environmentally sensitive areas in the City and its planning area is displayed ~~on~~ by a series of maps ~~(hereinafter "Map Folio")~~ within the Conservation Element of the Greater Des Moines Comprehensive Plan. These maps shall be used to alert the public and City officials of the potential presence of environmentally sensitive areas on site or off site of a development proposal. ~~Authority is delegated to the community development director to subsequently effect such changes in the Map Folio as appropriate, including the creation of new maps, in the light of changed circumstances or newly acquired information.~~

(2) Information provided by the ~~Map Folio~~ maps of environmentally sensitive areas shall be used for general informational and illustrative purposes only. In cases of mapping error and recognizing that environmentally sensitive areas are dynamic environmental processes, the actual presence and location of environmentally sensitive areas, as determined by qualified professional and technical scientists, shall govern the treatment of a proposed development site.

Sec. 5. Severability - Construction.

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

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

Sec. 6. Effective Date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

Ordinance No. _____
Page 4 of _____

PASSED BY the City Council of the city of Des Moines this
____ day of _____, 2003 authentication thereof
this _____ day of _____;

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

DRAFTORD:03-288

CITY OF DES MOINES



PARKS, RECREATION & SENIOR SERVICES MASTER PLAN

November, 2003

City of Des Moines

Draft Parks, Recreation & Senior Services Master Plan

Prepared By:

Des Moines Parks, Recreation and Senior Services Department
Cosmopolitan Engineering Group
November, 2003

Some of the data contained in this report was generated for the 1997 Park & Recreation Master Plan by Landerman-Moore Associates and Robert W. Droll, Landscape Architect

Table of Contents

Authorization	vii
Acknowledgments	viii
Executive Summary	x
Section 1 <i>Existing Conditions</i>	
The Status of Recreation in Des Moines	1
<i>Parks, Recreation & Senior Services</i>	
1.1 Resources	1
1.2 Programs & Services	7
1.3 Master Plan Process	8
1.4 Population & Demographics	10
1.5 Current Levels of Service	13
1.6 Current Planning Activity	14
Section 2 <i>Needs Assessment</i>	
The Demand for Parks, Recreation & Senior Services	15
2.1 Workshops & Surveys	15
2.2 Demand Analysis	18
2.3 Assessment of Needs	19
2.4 Levels of Service	20
2.5 Park Classification Standards	21
2.6 Needs Statement	28

Section 3	<i>Parks, Recreation & Senior Services Facilities and Operations Development Objectives</i>	
	The Long Range Priority Plan	29
	<i>Parks, Recreation & Senior Services</i>	
	3.1 Acquisition & Development Priorities	29
	3.2 Park & Facilities Land Acquisition	31
	3.3 Facilities Renovation/Repair	32
	3.4 New Development Objectives	33
	3.5 Vision, Mission & Imperatives	37
	3.6 Recreation Programs & Services	37
	3.7 Senior Programs & Services	40
	3.8 Park Operations/Maintenance	44
Section 4	<i>Costs & Funding</i>	
	The Costs & Funding Sources	52
	<i>Parks, Recreation & Senior Services</i>	
	4.1 Development Costs	52
	4.2 Maintenance Costs	54
	4.3 Administration and Recreation Service Costs	55
	4.4 Funding Programs	56
	4.4 Potential Funding Sources	58
Section 5	<i>Goals and Standards</i>	
	The Goals, Strategies & Standards	61
	<i>Parks, Recreation & Senior Services</i>	
	Goals	61
	Findings	62
	Policies	63
	Support Activities	67
	Parks, Recreation & Senior Services Standards	70
	<i>Appendix</i>	
	A. Park Improvement Project Summaries	
	B. Workshops, Citizens, User Groups Surveys	

<i>List of Illustrations</i>

Section 1 ***Existing Conditions***

- 1.1 Des Moines Parks & Recreation Facilities
- 1.2 Des Moines Municipal Capital Improvements
- 1.3 Des Moines Existing Pedestrian/Bicycle Facilities

Section 2 ***Needs Assessment***

- 2.1 City of Des Moines Age Group by Neighborhood

Section 3 ***Parks, Recreation & Senior Services Facilities
and Operations Development Objectives***

- 3.1 Proposed Acquisitions
- 3.2 Repairs and Renovations
- 3.3 New Park Development Projects

Section 4 ***Costs & Funding***

- 4.1 Priority Projects Funding Plan 2004-2009

List of Tables

Section 1 *Existing Conditions*

1-1	Existing City-Owned/Leased Parks & Trails Facilities	2
1-2	Existing/Proposed Trail Systems	4
1-3	Schools & School/Park Resources	5
1-4	County & State Parks Resources	6
1-5	Private Recreation Facilities	6
1-6	Parks, Rec. and Senior Services Operating Budget Summary 1996 vs. 2002	7
1-7	Park Lands Acquisition Projects Summary 1997-2002	9
1-8	Renovation and Repair Projects Summary 1997-2002	9
1-9	Summary of New Development Projects Status 1997-2002	10
1-10	Summary of Interlocal Development Projects Status 1997-2002	10
1-11	Housing and Population Projections 2003	11
1-12	City of Des Moines Age Group Profile 2000	11
1-13	City of Des Moines Schools Enrollment 2002	12
1-14	City of Des Moines Households	13
1-15	City of Des Moines Ethnic Origin Profile	13
1-16	Current Level of Service	14
1-17	Capital Improvement Program – 2003-2008	14

Section 2 *Needs Assessment*

2-1	City of Des Moines, Population to Acres Per 1000 Ratio City Resident Population	19
2-2	Park Classification Standards	26
2-3	NRPA Recreation Facilities Standards	27
2-4	City of Des Moines Park Needs Summary 2003	28

Section 3 *Parks, Recreation & Senior Services Facilities and Operations Development Objectives*

3-1	Department of Parks, Recreation & Senior Services, Park Land Acquisition Plan	31
3-2	Department of Parks, Recreation & Senior Services, Interlocal Park Land Acquisition Plan	31
3-3	Department of Parks, Recreation & Senior Services, Facilities Renovation/Repair Plan	32
	Repair Plan	
3-5	Department of Parks, Recreation & Senior Services, Facilities Development Plan	33
3-6	Department of Parks, Recreation & Senior Services, Interlocal Facilities Development Projects Plan	34
3-7	Department of Parks, Recreation & Senior Services Summary of Project Maintenance	35
3-8	Department of Parks, Recreation & Senior Services Summary of Projects	36
3-9	Recreation Programs Enrollment/Attendance	39
3-10	Senior Programs & Services Enrollment 2002	42
3-11	City of Des Moines, Parks, Recreation & Senior Services Department Maintenance Management System, Level I Services	48
3-12	City of Des Moines, Parks, Recreation & Senior Services Department Maintenance Management System, Level II Services	50

3-13	City of Des Moines, Parks, Recreation & Senior Services Department Maintenance Management System, Level III Services	51
3-14	City of Des Moines, Parks, Recreation & Senior Services Department Maintenance Management System, Level IV Services	51

Section 4 *Costs & Funding*

4-1	Comparative Land Values, 2002-2003	53
4-2	Capital Development Cost & Maintenance Impact Projections	54
4-3	Annual Per-Capita Operating Cost Projections	54
4-4	Operating Fund Accounts 2003	56

Authorization

In June 2002, the City of Des Moines authorized the preparation of a Parks, Recreation & Senior Services Master Plan.

The Department proceeded with the assistance of the Ad Hoc Parks, Recreation and Senior Services Master Plan Citizens Committee and Cosmopolitan Engineering Group, to carry out the objectives of the City of Des Moines and to administer the process required.

Des Moines City Council June 2002

Don Wasson, MAYOR

Richard Benjamin, MAYOR PRO TEM

Gary Petersen, COUNCILMEMBER

Bob Sheckler, COUNCILMEMBER

Maggie Steenrod, COUNCILMEMBER

Scott Thomasson, COUNCILMEMBER

Susan White, COUNCILMEMBER

Des Moines City Council July 2003

Maggie Steenrod, MAYOR

Richard Benjamin, MAYOR PRO TEM

Gary Petersen, COUNCILMEMBER

Bob Sheckler, COUNCILMEMBER

Dan Sherman, COUNCILMEMBER

Scott Thomasson, COUNCILMEMBER

Susan White, COUNCILMEMBER

Acknowledgments

We wish to give special recognition to the City Council and the City Manager for their counsel and guidance in this important undertaking.

Also, we thank the Ad Hoc Master Plan Committee, Department staff, representatives from other City Departments and other public officials who made significant contributions of their time, professional knowledge and understanding of community values and recreation needs.

We wish to acknowledge and express gratitude to the many individuals and organizations that participated in the public workshops, neighborhood meetings, interviews and surveys conducted during the research and master planning process. Thank you for your time, talents and participation.

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Executive Summary

Plan Overview

The mission of the City of Des Moines Park, Recreation and Senior Services Department is to provide recreation opportunities, and encourage the diverse population of the Des Moines area to participate in life enhancing activities through developed and well maintained park land and facilities, professional programming and services, and the optimum use of community resources.

The Parks, Recreation and Senior Services Master Plan establishes vision and direction for providing parks and public facilities, preservation of open space and natural features, and public recreation services and programs for Des Moines citizens into the 21st Century.

As the primary provider of Des Moines' community parks, recreation and senior programs and facilities, the City of Des Moines recognizes the importance of these services to the developmental, physical and mental health of its citizenry, the economic and aesthetic viability of its neighborhoods and the environmental sustainability of its natural resources.

Plan Objectives

The plan is organized to address the following objectives:

Assess the current recreation needs and interests of Des Moines stakeholders:

- Evaluate and inventory existing public and private park and recreation facilities and programs
- Forecast demand and needs for future park and recreation services

Provide a vision, goals and priorities for the following areas based on the program and service needs of Des Moines stakeholders:

- Acquisition of park land for conservation, open space, and active recreation
- Repair and renovation of existing facilities
- Development of new recreation facilities, and interlocal projects
- Research and analyze opportunities for collaborative projects and programs with other agencies such as: schools, utilities, governments, and private business
- Provide cost estimates for improving and maintaining existing recreation facilities, developing new facilities, and establishing a long range program of capital renovations and improvements
- Recommend standards and programs for existing and future facilities and recreation programs
- Develop graphic and narrative description of acquisition and facilities development requirements
- Develop an implementation and action program for the long range plan
- Recommend a funding program to finance improvements and program services

Meet the requirements of the Growth Management Act, Des Moines Comprehensive Plan and Washington State funding agencies through the development of needs analysis and a comprehensive capital planning tool.

Needs Assessment

The Plan analyzes available recreation opportunities, population distribution, participation levels, preferred activities, and what space and facilities are needed as a result of recreation activities to help define demand, user trends and the recreation needs of people at the neighborhood level, throughout the community and sub-regionally.

Surveys indicate that there are diverse needs within Des Moines neighborhoods, especially for senior citizens and youth. Polls show that indoor facilities such as meeting rooms, gymnasiums, special areas for senior citizens and youth are a high priority. Pedestrian and bicycle trails and pathways, passive park areas, community parks and retaining high quality waterfront recreational facilities are also among the highest interests as presented by the surveys.

Des Moines Comprehensive Plan adopted a ratio of 8.5 acres/1,000 population of combined park land (including mini, neighborhood, community, special use/waterfront, sports fields/complexes) as a general guide in the acquisition of usable recreational park land acres. Undeveloped conservancy parks and open space have a great value to the community but do not include significant opportunities for active recreation. Therefore, those acres are not considered in the ratio. The 2007 Park & Recreation Master Plan adopted a two-tiered standard of 8.5 acres for all combined park land including conservancy acres with passive recreational components such as trails and picnicking areas and 4 acres/1,000 population as the standard used for park areas that are accessible, developed and usable for recreation activities such as play areas, ballfields, skate parks, sports courts, and parking.

The inventory of existing parks, schools and recreational resources indicate a shortage of park land for the current population of the study area (34,000). There is 128.5 acres combined City park acres (including conservancy acres). Of this amount approximately 96 acres is usable for recreational purposes. Highline School District, Federal Way Public Schools and Highline Community College properties add 49 acres to the combined park acres inventory and Saltwater State Park (a regional waterfront resource) adds 88 partially developed acres to the park acres inventory. However, Olympic Elementary School and Zenith Park (both owned by Highline School District) and Saltwater Park are key recreational resources that if closed or sold for development purposes in the future will further exacerbate Des Moines' parkland shortage.

Plan Goals

Priorities for future park, recreation and open space development were established in direct response to the needs identified through the inventory of existing parks, citizen and user group surveys and interviews and input received during public meetings.

The Master Plan recommends a long-range capital program including: park land acquisition, facility renovation and repair, new facility development, and interlocal projects development.

Each of Des Moines' ten neighborhoods or planning areas including: North Hill, North Central, Downtown, Central, Pacific Ridge, Zenith, South Des Moines, Woodmont West, Woodmont East and Redondo were assessed based on population and available recreational resources.

To meet the need for adequate distribution of recreation resources, the plan recommends a the following Capital Policies:

- Dedicate a sustainable portion of Real Estate Excise Tax as ongoing capital funding source for the major capital maintenance of existing recreation buildings and park facilities. With the passage of traffic mitigation fees to be initiated in 2005, the Ad Hoc Parks, Recreation and Senior Services Master Plan Citizens Committee requests funds reprogrammed from parks to arterial streets through the 2003-2008 Capital Improvement process be reprogrammed back to parks to accomplish Urgent and Priority One Master Plan projects
- Consider Levy Lid Lift funding for multiple park projects throughout Des Moines and a Citizen Voted Bond Issue to fund the future Community Center project
- Actively seek joint use and shared cost opportunities such as: Interlocal agreements with other governmental agencies, collaborative opportunities with interdepartmental projects, public/private partnerships and volunteerism to develop and maintain parks and facilities
- Support economic development (especially in the downtown, Port of Seattle buyout area and Pacific Highway) through creation of a more aesthetically pleasing environment such as: city gateways and signage to include directional road signs to recreational facilities, well kept streetscapes, banners, and flower baskets and adequate parking at all recreational facilities
- Support Marina and Redondo Waterfront Improvement Plans capitalizing on Des Moines best recreational features, its waterfront amenities

Long Range Priorities and Development Objectives

The projects have been prioritized into three categories. Priority One projects are considered urgent needs. It is anticipated that these projects can be implemented within the 2004-2009 six-year Capital Improvement Plan timeframe. Priority Two and Priority Three projects are important projects that should be planned for implementation between 2004- 2015 as opportunities become available (e.g., annexation, interlocal agreement, or alternative funding).

The concept is to locate, acquire, develop and improve a good distribution of both neighborhood and citywide recreation and open space areas that provide for a variety of easily accessible recreation opportunities for all Des Moines citizens. Listed below is a summary of the proposed projects discussed in more depth in Section 3 and graphically described in Appendix A.

Plan Implementation

Implementation of the Plan will require interlocal collaboration, joint planning, and a commitment of financial resources from numerous sources. The City of Des Moines Parks, Recreation and Senior Services Department will work with other city departments, school districts, Highline Community College, neighboring cities, King County, local utility districts, Washington State and Des Moines residents and businesses to achieve the Plan.

Proposed projects have been developed based on engineers' cost estimates for construction, cost per acre for land acquisition, and ongoing maintenance and operations cost per project element. The actual costs of future projects will depend on many factors such as number of

projects implemented, site-specific development conditions, economic and inflationary factors, maintenance and operations levels, and political decisions.

•

Parks, Recreation and Senior Services Master Plan Summary of Projects

PROJECTS	EST. CIP COST	EST. MAINT. COST	PRIORITY
<i>PARK LANDS ACQUISITION</i>			
East Woodmont Park	\$450,000	None	2
Pacific Ridge Park	\$450,000	None	2
Woodmont Park Expansion	\$300,000	None	3
<i>INTERLOCAL PARK LANDS ACQUISITION</i>			
Midway Park Expansion	Lease	\$12,000	1
Olympic School (Highline School District)	Undetermined	Undetermined	3
Saltwater State Park	Undetermined	Undetermined	2
SR-509 Right-of-Way (Washington State)	Undetermined	Undetermined	3
Zenith Park (Highline School District)	\$500,000	None	1
<i>FACILITIES RENOVATION & REPAIR</i>			
Cecil Powell Park	\$41,680	None	1
Des Moines Activity Center	\$95,672	\$8,000	1
Des Moines Beach Park	\$1,143,200	\$6,000	1
Des Moines Field House Park	\$78,570	\$8,000	1
Des Moines Memorial Park	\$6,000	None	
Kiddie Park	\$27,949	\$3,000	1
Midway Park	\$81,000	\$6,000	1
Parkside Park	\$147,250	\$20,000	1
South Marina Park	\$5,000	None	3
Westwood Park	\$2,600	None	1
Wooton Park	\$135,248	None	1
<i>INTERLOCAL FACILITIES REN. & REPAIR</i>			
Water Tower Park	\$1,000	None	1
Zenith Park	\$71,000	\$6,000	1
<i>NEW FACILITIES DEVELOPMENT</i>			
Community Center	\$6.5 M	\$120,000	1
Des Moines Creek Trail Phase II	\$200,000	\$8,000	1
East Woodmont Park	\$447,127	\$20,000	2
Pacific Highway Streetscapes –Public Works	NA	\$80,000	
Pacific Ridge Park	\$229,477	\$14,000	2
Steven J. Underwood Memorial Park 1-B	\$693,700	\$12,000	1
Steven J. Underwood Memorial Park II	\$1,079,085	\$14,000	1
<i>INTERLOCAL DEVELOPMENT PROJECTS</i>			
Aquatics Facility	\$75,000/yr	Undetermined	1
Dog Park	\$5,000	None	1
Des Moines Creek Trail (SR509 Conn.)	Undetermined	Undetermined	3
Highline Community College/Redondo Pier	Undetermined	Undetermined	3
Midway Park Expansion Puget Power Property	\$62,200	\$12,000	1
Olympic Elementary School	Undetermined	Undetermined	3
Sounders Soccer Stadium and Fields	Undetermined	None	3
SR 509 ROW	Undetermined	Undetermined	3
Water Tower Park	\$1,000	None	1
Zenith Park	\$279,085	\$6,000	3

Section 1

Existing Conditions

The Status of Parks, Recreation and Senior Services in Des Moines

Section 1

Existing Conditions

The Status of Parks, Recreation and Senior Services in Des Moines

The 1997 Park & Recreation Master Plan established a benchmark from which to measure parks and recreation resources, their use and the level of service provided by the City of Des Moines for public recreation. In the past six years great strides were made toward meeting public need for recreation resources and level of service requirements. Current planning activities identified in the following chapters provide direction for the acquisition of land, creation of new park and recreational assets, restoration of existing facilities and the provision of programs and services within the community.

Since 1997, Des Moines has seen a great deal of change through annexations and demographics. The 2000 National Census shows that Des Moines has become more culturally, socially and economically diverse. Housing affordability in South King County has drawn more low and moderate income residents to our community, free and reduced lunches are served to 42% of our Highline students and to 24% of our Federal Way students and 20% of our neighbors do not have a livable wage income. Passage of Citizen-voted Initiatives have negatively impacted funding levels for State, County and City recreation and human services and yet complex health and wellness, societal and environmental issues require our attention.

Many of the existing parks, recreation and senior services facilities are aging and in need of major repair for participant safety and continued viability. Flooding and earthquake damage has closed Beach Park buildings making it necessary to find a new home to provide elder population and recreational opportunities for our community. Newly annexed areas of Des Moines (Redondo, Woodmont and North Hill) have little in the way of parks and recreation facilities limiting the provision of services in those neighborhoods and sense of belong in the community. Des Moines' lack of adequate public transportation and the city's policy to charge fees for recreation and senior services makes program access and participation more difficult for low income citizens. King County and National studies show that youth need nurturing activities during after school hours to keep them safe, build character and provide a sense of belonging. The U.S. Surgeon General David Satcher and the Center for Disease Control promotes community action in the areas of sports, fitness and wellness programs to encourage healthier lifestyles and combat disease for our youth, families and older citizens. Important decisions must be made regarding Des Moines' vision for the community's future and our quality of life.

1.1 Parks, Recreation & Senior Services Resources

Recreation resources in the greater Des Moines area are separated into City, Highline and Federal Way School Districts, Highline Community College, King County, Washington State and private recreation listings. At present there are 31 City owned or leased park sites, entryways and streetscapes and trails which comprise approximately 128.5 acres of land. Of this park land, 32 acres is undeveloped conservancy land. Since 1996, 10 new park sites totaling 45 acres were acquired or transferred to the City

through area annexations. An additional 12 acres of park land is being considered for acquisition, giving a total of 141.5 acres.

City Facilities - The following is a listing and general description of the existing City recreation resources. See Illustration 1.1 for map of facilities.

Table 1-1
Existing City-Owned/Leased Parks & Trail Facilities

NAME	LOCATION/AREA	FACILITIES	ACRES/MILES
Barnes Creek Nature Trail**	Kent-Des Moines Rd. & 15 th Ave. S. (CDM)	Gravel trail (0.6 miles)	1.2 Ac.
Big Catch Plaza	SW corner of S. 216 th & Marine View Dr. S. (D)	Benches, plaza, sculpture and garden	0.4 Ac.
Cecil Powell Park	250 th & 13 th Pl. S. (Z)	Play equipment, Picnic tables, benches	0.2 Ac.
City Park/Kiddy Park	S. 230 th St. & 21 st Ave. S. (CDM)	City Park: Picnic tables, benches, Pathways and Massey Creek Kiddy: playground and play equipment	3.6 Ac.
Des Moines Activity Center	2045 S. 216 th Street (NC)	Recreation Center for Senior Services and community programs with large meeting room, meeting rooms (2) and commercial kitchen	NA
Des Moines Beach Park/ Tidelands	22030 Cliff Ave. S. (D)	Picnic shelter, meadow, Puget Sound waterfront access, historic and recreation buildings, play equipment, parking, Des Moines Creek and trail head	19.6 Ac. 2.7 Ac.
Des Moines Creek Park/Trail	ADA access and parking at S. 200 th St. (SeaTac) Neighborhood access at 16 th Ave. S. & 216 th St. and 13 th Ave. S. & S. 211 th St. (CDM, NC)	1.5 miles trail, neighborhood connectors. Future trail to follow Des Moines terminating at Des Moines Beach Park (trail continues into SeaTac to S. 200 th Street)	9.58 Ac.
Des Moines Field House & Park	1000 S. 220 th St. (CDM)	Field House: Recreation Center with Park & Rec. Dept. office, gymnasium, and meeting rooms, Park amenities: skateboard park, tennis courts (2), play equipment, parking, restrooms, lighted ballfields (2)	5.2 Ac.
Des Moines Marina & Fishing Pier	22307 Dock Ave. S. (D)	Boat moorage, boat ramp, boat repair, restaurants, shops, walkways, parking/storage, fishing pier, restrooms, benches, picnic tables (33 Acres DNR Tidelands)	13 Ac.
Des Moines Memorial Park Streetscape*	Marine View Dr. S. & Des Moines Memorial Dr. (NH)	Traffic island with WWI Memorial, flag pole and landscaping	0.14 Ac.
Gateway Streetscape*	Kent Des Moines Road & Pacific Highway (PR)	Entryway sign and landscaping	0.1 Ac.
Marine View Drive South/ 7 th Avenue South Streetscape*	Streetscapes along MVDS 7 th Avenue S. and side streets between 216 th and 227 th (D)	Streetscapes with street trees, landscaping and benches	2 Mi.
Massey Creek Park*	Kent Des Moines Road at 8 th Ave. South (D)	Conservancy area along Massey Creek	0.1 Ac.

Midway Park	S. 221 st & 29 th Ave. S. (PR)	Play structures (2), basketball court, picnic tables, benches. Open Playground area on adjacent PSE property	1.6 Ac.
Overlook Park I	Corner of S. 223 rd & Cliff Ave. S. (D)	Bench, picnic table, garden walkway	0.1 Ac.
Overlook Park II	S. 222 nd & 5 th Ave. S. (D)	Picnic tables, benches walking path, public art	0.5 Ac.
Parkside Park	S. 244 th St. & 25 th Ave. S. (SDM)	Swing set, basketball half-courts (2), walking path (partially developed)	4.4 Ac.
Parkside Wetlands*	248 th St. & 26 th Ave. (SDM)	Conservancy- Undeveloped Open Space Adjacent to Salt Air Hills Park (in Kent)	14 Ac.
Redondo Beach Park Redondo Way (R)	Redondo Beach Dr. & Redondo Way (R)	Public boat launch, fishing pier, parking, boardwalk, tidelands, restrooms, public art.	2.79 Ac.
Redondo Hill Climb*	Redondo Beach Dr. & S. 285 th (R)	Unimproved Land	0.1 Ac.
Sonju Park*	24728 16 th Ave. S. (SDM)	Conservancy- Undeveloped Open Space	9.3 Ac.
South 239 th Street Access	S. 239 th & Marine View Dr. S. (Z)	Picnic table, stairway, beach access ladder	0.1 Ac.
South 251 st Entrance	S. 251 st St. & Marine View Dr. S. (Z)	Bench and landscaping	0.1 Ac.
South Marina Park	NE corner of S. 227 th & Dock Ave. S. (D)	Visual access to Puget Sound, benches, parking and picnic tables	0.8 Ac.
Steven J. Underwood Memorial Park	1800 20 th Ave. S. (NC)	Softball fields (3), memorial plaza, parking (100 stalls), benches, drinking fountains, picnic tables, walking trails. Future phases to include restrooms, ballfield lights, additional field(s), parking and play equipment. Adjacent to Des Moines Activity Center and future Community Center site.	21 Ac.
Water Tower Park**	208 th between 5 th & 6 th (NH)	Walking path, play equipment, benches	1 Ac.
Westwood Park	292 nd & 6 th Ave. S. (NH)	Sports court, benches, play equipment and picnic table	0.4 Ac.
Woodmont Park*	Woodmont Dr. S. & 12 th Ave. S. (WW)	Conservancy- Open Space	6.7 Ac.
Wooton Park	28202 S. 9 th Ave. (R)	Sports court, lighting, benches rose garden, gazebo, horseshoe pit, play equipment, walking path	2.3 Ac.
Zenith Park**	NW corner of S. 240 th & 16 th Ave. S. (Z)	Multi-use Soccer & softball playfield, bleachers, sports court, drinking fountain, parking (35 spaces)	5.5 Ac.
Zenith Overlook	NW corner of S. 239 th & Marine View Dr. S. (Z)	Stairway, walking path	0.1 Ac.
Total Land			128.51 Ac.

* Undeveloped conservancy land and ROWs equals 32.2 acres

**Property leased through interlocal agreement

NOTE: Parks are located in ten areas: NH- North Hill, D- Downtown, CDM- Central Des Moines, NC- North Central, PR- Pacific Ridge, Z- Zenith, SDM- South Des Moines, WW- West Woodmont, EW- East Woodmont, R - Redondo

SOURCE: Parks, Recreation and Senior Services Department and Community Development Department

City Trail System - Walking and bike trails are a popular recreation activity in the City of Des Moines and the surrounding region. The trail systems that exist or proposed will link neighborhoods to recreation resources and regional trails and provide opportunities to surface street sidewalks and bike lanes to various parks and schools within the City and other sub-regional facilities (see Illustration 1.3).

The following table indicates trail systems that are developed and operational, or proposed for development within the community and surrounding area:

**Table 1-2
Existing/Proposed Trail Systems**

TRAIL SYSTEM	CLASSIFICATION	DEVELOPED	PROPOSED
SR-509 ROW Barnes Creek Trail*	Nature Trail	0.6 Mi.	2.0 Mi.
Des Moines Creek Trail*	Class I Trail	1.5 Mi.	1.0 Mi.
Woodmont Park Trail	Nature Trail	0.0 Mi.	0.5 Mi.
Parkside Wetlands Trails	Nature Trail	0.0 Mi.	1.0 Mi.
Sonju Park Trail	Nature Trail	0.0 Mi.	25 Mi.
Total Miles		2.1 Mi.	4.75 Mi.

* Connects to other trail systems

SOURCE: City of Des Moines

School District - In addition to City-owned and operated parks, there are a number of schools that serve as recreation resources for the residents of the community. Many Des Moines school fields have been improved through joint ventures with the city such as Olympic Elementary soccer, track, and baseball fields, Midway Elementary baseball field and Woodmont Elementary soccer field and track. School buildings are used for organized after school recreation programs, sports leagues, and various recreation classes primarily for youth. School sites with amenities such as tracks and play equipment also provide neighborhood recreation opportunities for Des Moines residents.

The following table identifies the outdoor recreation acreage of schools that exist within the City of Des Moines.

**Table 1-3
Schools & School/Park Resources**

SCHOOL	RECREATION FACILITY	ESTIMATED SCHOOL ACRES *
Des Moines Elementary	Small multi-purpose field, basketball court, tether ball, gymnasium, indoor restrooms	2.2
Highline Community College	Indoor cultural facilities, meeting rooms, theater, gallery, multi-court gymnasium, weight room. Outdoor softball field, soccer field, tennis courts, track, nature walking trails	6.0
Midway Elementary	Softball field (1), ball courts, play area and lighted soccer field (1) Indoor gym and activity room	5.0
Mt. Rainier High School	Football field, track, baseball field, tennis courts (6), basketball courts, and multi-purpose practice field. Indoor facilities: gymnasiums (2). King County Mt. Rainier Pool	11.8
North Hill Elementary	Multi-purpose sports fields (3), track, ball courts, indoor gymnasium	3.0
Olympic Elementary	Indoor gymnasium with stage. Open play area, soccer field (1), softball fields (2), track, ball court and play equipment areas (2)	5.5
Pacific Middle School	Indoor gymnasiums (2), Outdoor open play area, multi-purpose field (1), soccer field (1), basketball court	2.0
Parkside Elementary	Indoor gymnasium, Outdoor open play area, soccer field, softball field,	6.0
Elementary	outdoor covered activity room, play field, and indoor gymnasium	
Total School Acreage		48.6

*Refers to the net usable acreage for recreation purposes
 SOURCE: Highline School District, Federal Way Public Schools,
 Highline Community College, City of Des Moines

County, State & Private -

The following table lists County and State Parks that are currently within the City of Des Moines:

Table 1-4
County & State Parks Resources

JURISDICTION	FACILITIES	ACRES
King County	Mt. Rainier Pool	N/A
Washington State	Saltwater State Park	88.00
Total Park Acres		88.00

SOURCE: King County, State of Washington
City of Des Moines

In addition to City, County and State recreation resources identified in the preceding tables, there are privately operated recreation facilities which are accessible to Des Moines citizens or through membership or ownership:

Table 1-5
Private Recreation Facilities

FACILITY	DESCRIPTION
Des Moines Theater	Locally owned movie theater
Des Moines Yacht Club	Meeting hall, beach access, boat storage, boat ramps & guest moorage
Huntington Park	Residential community for adults 55 and older with indoor & outdoor recreation facilities
Judson Park Retirement Community	Residential community for older adults with indoor & outdoor recreation facilities
Masonic Home of Washington	Residential community for older adults with indoor & outdoor recreation facilities
North Hill Community Club	Meeting hall, outdoor space & parking
Saint Philomena School	Outdoor playfield & covered sport courts
Wesley Homes	Residential community for older adults with indoor & outdoor recreation facilities & fitness course
Woodmont Beach Club	Resident owned tennis courts, beach & boating area

1.2 Parks, Recreation & Senior Services Programs & Services

The City of Des Moines, Parks, Recreation & Senior Services Department is the primary recreation service provider for the jurisdictional area of the City. The programs, activities and services provided by the City are organized quarterly, i.e., winter, spring, summer and fall and administered by Department staff, contracted services and volunteer organizations. The Department administers and maintains parks, public lands and buildings and provides recreation and senior programs and services that serve resident populations of Des Moines, as well as populations who live outside the City boundaries.

Among its principal functions, the management and staff participate in public meetings, administer the Department's budget and coordinate its activities with other City and County Departments, School Districts and other community and private non-profit organizations. Net budget increases between 1996 and 2002 have been held to 4% due to extensive reductions to the department's maintenance and operations budgets and the increased dependence on program revenues and grants, joint use and programming collaborations and volunteer based programs.

The Department's budget activity is structured along functional lines of administrative programs. These are:

- Administration
- Capital Improvement Program/ Construction Management
- Recreation Programs
- Senior Services
- Human Services
- Park Operations
- City Buildings

Table 1-6
Parks, Recreation & Senior Services Department
Operating Budget Summary
1996 - 2002

FUND CATEGORY	BUDGET AMOUNT		
	1996	2002	% Change
Administration	\$ 381,945	\$ 313,065	(18%)
Recreation Revenue Programs (Generated Revenue)	\$ 148,679	\$ 545,172	272%
Senior Services	(\$137,000)	(\$525,800)	283%
Senior Revenue Programs (Generated Revenue)	\$ 159,456	\$ 189,223	18%
Human Services	\$ 25,760	\$ 63,057	145%
Park Operations/Maintenance	(\$ 25,760)	(\$ 87,830)	241%
City Buildings	\$ 83,000	\$ 74,664	(10%)
	\$ 498,232	\$ 819,134	24%
	\$ 167,923	\$ 151,169	(4%)
Total Increase	\$ 1,452,995	\$1,953,484	35%
Total Increase (Less Revenue)	\$ 1,290,235	\$1,341,854	4%

SOURCE: 1996 & 2002 Budget Summaries
Parks, Recreation & Senior Services Department and Finance Department

There are other private non-profit and profit organizations that provide recreation services to the people of Des Moines. Some organizations serve a particular age group while others serve all segments of the population. The following is representative of the categories of other private recreation service providers:

Yacht & Sports Clubs
YMCA & YWCA
League Sports Clubs
Boys & Girls Clubs
4-H & FFA Organizations
Girl Scouts & Boy Scouts
Explorers
Brownies & Cub Scouts
Garden Clubs
Dance Clubs
Churches

Performing & Fine Arts Organizations
Cultural & Historical Associations
Private/Commercial Recreation
Special Events/Festivals
Health Clubs
Swim Clubs
Tennis Clubs
Biking & Hiking Clubs
Nature Study Groups
Social Clubs
Business Associations

Each of these service providers contribute to the supply of activities that make up the recreational and leisure resources available to the citizens of Des Moines. However, there is a limited number of recreation service providers which have recreation facilities in Des Moines. The majority number of private organizations depend upon public facilities such as parks, schools, or other publicly-owned assets in order to facilitate their recreation programs or services. Many of the above recreation providers do not provide services within Des Moines.

1.3 Master Plan Process

As the primary provider of recreational programs and facilities, the City of Des Moines recognizes the importance of these services to the health, vitality and quality of life of its citizenry. In 2002 an Ad Hoc Parks, Recreation and Senior Services Master Plan Citizens Committee appointed by the Mayor and City Council conducted open house workshops and attended numerous neighborhood meetings to determine the long range recreational needs of the Des Moines community. During the same timeframe, citizen and user group surveys were conducted.

Citizens were asked to fill out and return a postage paid survey to tell us what parks, recreation and senior citizen facilities, programs and services are needed for their family, neighborhood and community. The survey was mailed to each Des Moines residence via the Fall 2001 and Winter/Spring 2002 Parks, Recreation and Senior Services Program Guide and in the January 2002 City Currents. Survey questions are provided in Section 2 and survey responses are located in Addendum B.

Priorities for parks and open space, recreation and senior services development were established in direct response to the needs identified through an inventory of existing parks, citizen and user group surveys and interviews and input received during public meetings. The planning process culminated in Des Moines City Council's acceptance of the 2003 Parks, Recreation and Senior

Services Master Plan in July 2003. The Plan provides a strong vision and direction for parks, open space, recreation facilities, services and programs for Des Moines.

The previous 1997 Master Plan recommended a long-range capital program including: park land acquisition, facility renovation and repair, new facility development, and interlocal projects development. Many of the projects identified as priorities have been completed or are now underway due to joint planning, volunteerism, and the shared financial resources of Des Moines citizens, youth sports groups, Highline and Federal Way School Districts, Highline Community College, cities of SeaTac and Normandy Park, King County, Water and Sewer Districts,

Table 1-7
Park Lands Acquisition Projects Summary 1997-2002

PROJECT	PROJECT STATUS
1. Community/Senior Center Property	5 Acres Land Acquired with Community Development Block Grant Funds
2. Massey Creek Plaza	Land Acquired with Surface Water Mgt. Funds
3. Parkside Wetlands	1.5 Acres Land Acquired with King County Conservation Futures Funds
4. Sonju Property	9.3 Acres Land Acquired through Owner Donation
5. Steven J. Underwood Memorial Park	15 Acres Land Acquired with State IAC Grant Funds and City Funds

Table 1-8
Renovation and Repair Projects Summary 1997-2002

PROJECT	PROJECT STATUS
1. Cecil Powell Park	Minor Play Equipment Repairs Made
2. City/Kiddy Park	Irrigation and Landscaping Installed at Kiddy, Native Plantings Installed at City
3. Des Moines Beach Park	Completed Renovations to Historic Cabins Roofs, Auditorium Roof, Dining Hall Floor Repair, Founder's Lodge Siding, Roof & Deck replaced Play Equipment Replacement. Flood repairs yet to be addressed.
4. Des Moines Field House Park	Interior Renovations Completed: Roof Insulation, Paint and Caulking, Basement Improvements, Gym Floor (annually), Building Fire Suppression System and Alarm, Exterior Improvements: Baseball Fields Lighting and Field Drainage, Skate Park, Tennis Court Resurfacing and Play Equipment Surfacing ADA Sidewalk, Entrance and Drainage Improvements and Interior Electrical Updates.
5. Midway Park (Phase I)	Irrigation Installation Completed.
6. Overlook I Park	Park Construction Completed.
7. Overlook II	Irrigation Installation Completed.

Table 1-9
Summary of New Development Projects Status 1997-2002

PROJECT	PROJECT STATUS
1. Community/Senior Center	Project postponed
2. Des Moines Creek Trail	Phase I Completed, Phase II postponed
3. Massey Creek Plaza	Area Planted.
4. Steve J. Underwood Memorial Park	Phase I- two softball fields and infrastructure completed. Phase I-B (third field and restrooms budgeted (2003-2004) Phase II (soccer field and lights planned (2005-2006)

Table 1-10
Summary of Interlocal Development Projects Status 1997-2002

PROJECT	PROJECT STATUS
1. Mt. Rainier/Pacific/Midway School	Midway Softball Field Renovated with Fields City, Highline School District, King County and South Highline Little League Funds.
2. Olympic School Fields	Two Softball Fields and One Soccer Field Renovated with City, Highline School District, King County, State IAC Funds, South Highline Little League and Des Moines/Midway Soccer Club Funds.
3. Water Tower Park	Park Completed with City, Highline Water District, Rotary and Community Funds.
4. Woodmont Elementary School/Park	Soccer Field Renovation completed with City, Federal Way School District and Des Moines/ Midway Soccer Club Funds
5. Zenith Park	Sports Court, Parking Lot and T-ball Field Improvements.

1.4 Population & Demographics

The City of Des Moines was certified as a City by the Secretary of State, Vic Myers, on June 17, 1959. At the time of incorporation, the population of Des Moines was 1,987. There was a land area of 711.0 acres within the incorporation boundaries. By early 1989, the City had grown to a population of 14,364 and had annexed an additional 1,257.6 acres of land.

As of 1990, the City of Des Moines had a population of 17,283. The 2002 population figures provided by King County Office of Financial Management estimates the population at 29,510.

This Master Plan uses 34,000 as the population base for planning purposes. It is apparent that the City is near build-out or full development, where the number of dwelling units have reached capacity in accordance with the land use and zoning structure of the Comprehensive Plan. The current estimate of future population at full development of the City is 39,578.

The following table indicates population and housing projections provided by the King County Assessor and City of Des Moines Community Development Department. The Des Moines planning area (in 2002) has 12,755 dwelling units. The majority, 52.9%, are single family units. Multi-family units make

up 44.5%, mobile homes account for 2.5% and other types of housing make-up the remaining 0.1%. Due to population density, multi-family housing units have a higher impact on recreation resources, programs and services than single family housing units.

Table 1-11
City of Des Moines Planning Area
Housing & Population Projections
2003

<u>USE</u>	<u>2003 UNITS</u>
Single Family	6,745
Multi-Family**	5,876
Mobile Home	318
Special (Marina/ Other)	16
Total	12,755

**Includes retirement and group facilities

SOURCE: King County Assessor, City of Des Moines Community Development Department

Another characteristic of population is the age profile of the community. The following table provides the latest census age profile using population figures as the basis of calculating age groups:

Table 1-12
City of Des Moines Age Group Profile
2000

CENSUS CLASSIFICATION

Age Group	No. of Persons	% of Total
< 5 Years	1924	6.6
5 - 9	1977	6.8
10 - 14	1924	6.6
15 - 19	1825	6.2
20 - 24	1748	6.0
25 - 34	4244	14.5
35 - 44	4848	16.6
45 - 54	3951	13.5
55 - 59	1470	5.0
60 - 64	1011	3.5
65 - 74	1749	5.9
75 - 84	1739	5.9
85 +	859	2.9
	29,267	100.0

SOURCE: US Census

Table 1-13
City of Des Moines Schools Enrollment
2002

School Enrollment

Population 3 years and over enrolled in school	7,151	100.0%
Nursery school, preschool	447	6.3%
Kindergarten	415	5.8%
Elementary school (grades 1-8)	3,217	45.0%
High school (grades 9-12)	1,506	21.1%
College or graduate school	1,566	21.9%

City of Des Moines Schools Enrollment 2002

Highline School District	Service
Mt. Rainier High School	1,200
Pacific Middle School	700
North Hill Primary School	382
Parkside Primary School	514
Olympic Intermediate School	435
Midway Intermediate School	460
Des Moines Elementary	356
Federal Way Public Schools	
Woodmont Elementary	540
Private Schools	
Evergreen Lutheran High School	103
St. Philomena (K-8 th Grades)	244

SOURCE: City of Des Moines Community Development Department

The population data shown in Table 1-12 indicates that approximately 26% of the population is youth. Young-middle adults, 19 to 54, make up 50.5% of the total population, and older adults, 55+ make up 24.5% of the population.

Table 1-14
City of Des Moines Households

Household By Type		
Total households	11,337	100%
Family households (families)	7,291	64.3%
Households with individuals under 18 years	3,763	33.2%
Households with individuals 65 years and over	2,260	19.9%
Average household size	2	
Average family size	3	

SOURCE: City of Des Moines Community Development Department

The cultural and ethnic diversity of the City of Des Moines is identified in the following table. The data used reflects a 2000 Census population of 29,267.

Table 1-15
City of Des Moines Ethnic Origin Profile

City of Des Moines Ethnic Origin Profile 2000		
<i>Race*</i>	<i>Number</i>	<i>% of Total</i>
White	21,702	74.2%
Black or African American	2,106	7.2%
Asian	2,422	8.3%
American Indian and Alaska Native	280	1.0%
Native Hawaiian and Other Pacific Islander	393	1.3%
Some other race	972	3.3%
Two or more races	1,392	4.8%
	<u>29,267</u>	<u>100%</u>

* 8.6% of all persons indicated Hispanic or Latino Heritage

Source: 2000 U.S. Census

1.5 Current Levels of Service

The Parks, Recreation and Senior Services Master Plan describes standards for park land on the basis of service area distances of 1/3 mile radius for a "mini-park", and up to a five mile radius for a "community park". The current generalized parks standard is a ratio of 8.5 acres per 1,000 persons. This standard does not include conservancy park properties such as wetlands and steep hillsides that cannot be used for recreational purposes.

Based on the 8.5 acres per 1,000 persons standard, the City of Des Moines should have approximately 289 acres of park land available for recreation purposes. The following table describes the current level of service based on the adopted 8.5 acres per 1,000 population standard showing a land deficiency of 191 acres. If school properties are included to meet the city's standard, the land deficiency is reduced by 48.6 acres. If State Park property is added to meet the standard, the City park land deficiency is reduced by a total of 136.6 acres.

Table 1-16
Current Level of Service
8.5 Acres/1,000 Ratio
2003

JURISDICTION	EXISTING	NEEDED	DEFICIENCY
City of Des Moines	98.00 Ac.	289.00 Ac.	191.00 Ac.
King County Pool	N/A		
Washington State	88.00 Ac.		
School Properties	48.60 Ac.		
Totals	234.6 Ac.	289.00 Ac.	56.40 Ac.

1.6 Current Planning Activity

The Parks, Recreation & Senior Services Department is currently engaged in administering the 2003-2008 Capital Improvement Program (CIP). The objectives of the CIP include land acquisition and capital improvements for parks, trails and open space/habitat preservation (see Illustration 1.2). The following table identifies current new park development plans which are in various stages of progression. Capital projects below the funding threshold of \$25,000 are included due to budget carry-over.

Table 1-17
City of Des Moines Parks, Recreation & Senior Services
Adopted CIP Expenditures 2003 - 2008

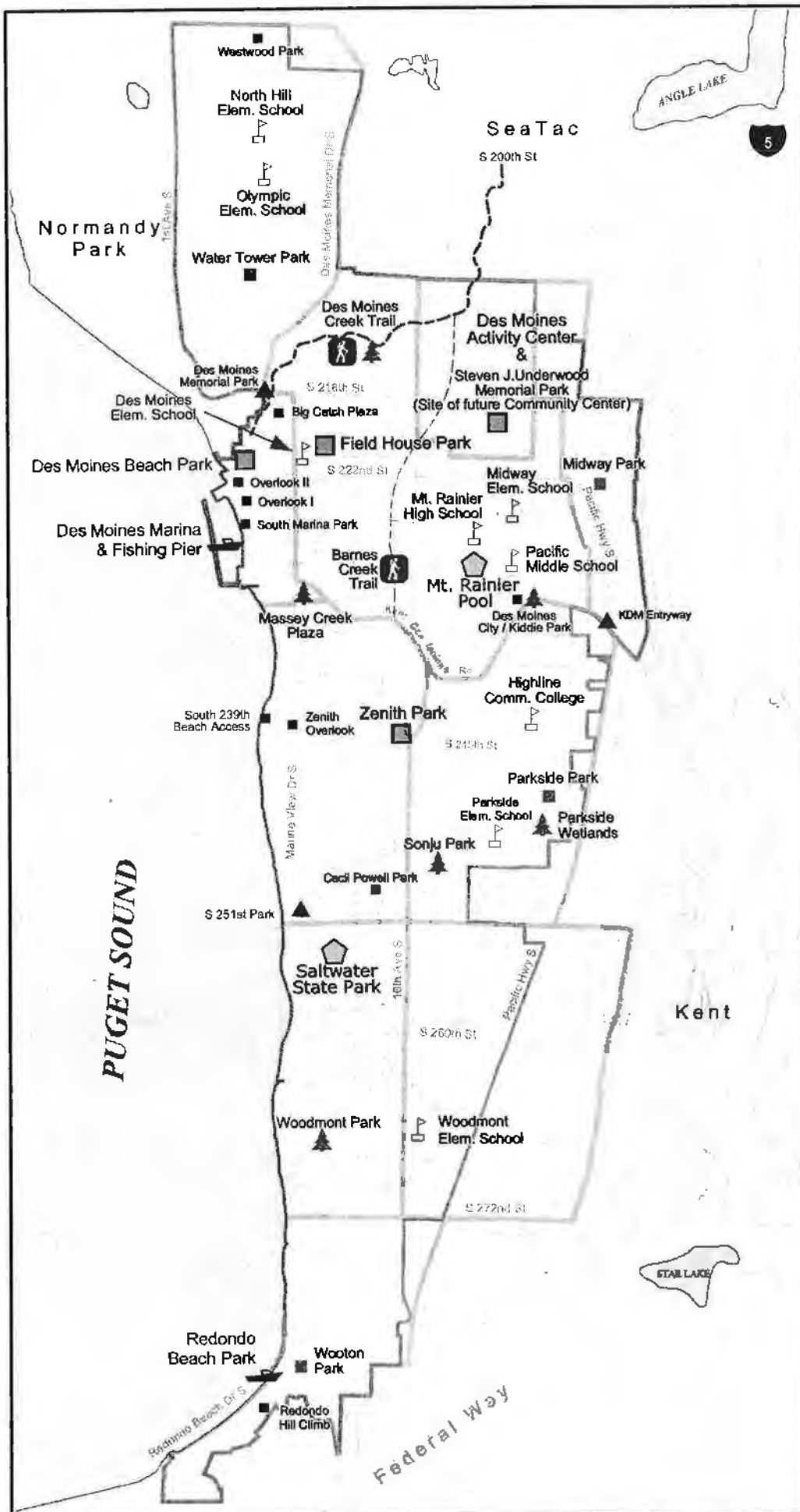
Des Moines Beach Park Repairs	\$14,500						MCI
Field House Renovation	\$160,090						CDBG, MCI
Steven J. Underwood Memorial Park-1B	\$233,300	\$160,512					MCI
Parks & Recreation Master Plan	\$20,000						MCI
Community Center						\$6,643,440	Bond Issue, Other
Steven J. Underwood Memorial Park Phase II			\$858,720	\$380,000			LLL, IAC, Other
Parks Play Equipment Repairs & Replacement		\$78,410	\$161,930	\$145,016	\$72,420	\$60,440	MCI, CDBG, Grants

SOURCE: City of Des Moines Parks, Recreation & Senior Services Department, and Finance Department

City of Des Moines

2003 Parks, Recreation & Senior Services
Master Plan

Parks & Recreation Facilities



Park Types

- Mini
- Neighborhood
- Community
- ▲ Conservancy
- ▲ ROW
- ◡ Regional
- ◡ School
- ◡ Trail
- ◡ Waterfront

Trails

- ◡ Des Moines Creek Trail
- ◡ Barnes Creek Trail
- ◡ Des Moines City Limits
- ◡ Planning Area Boundary

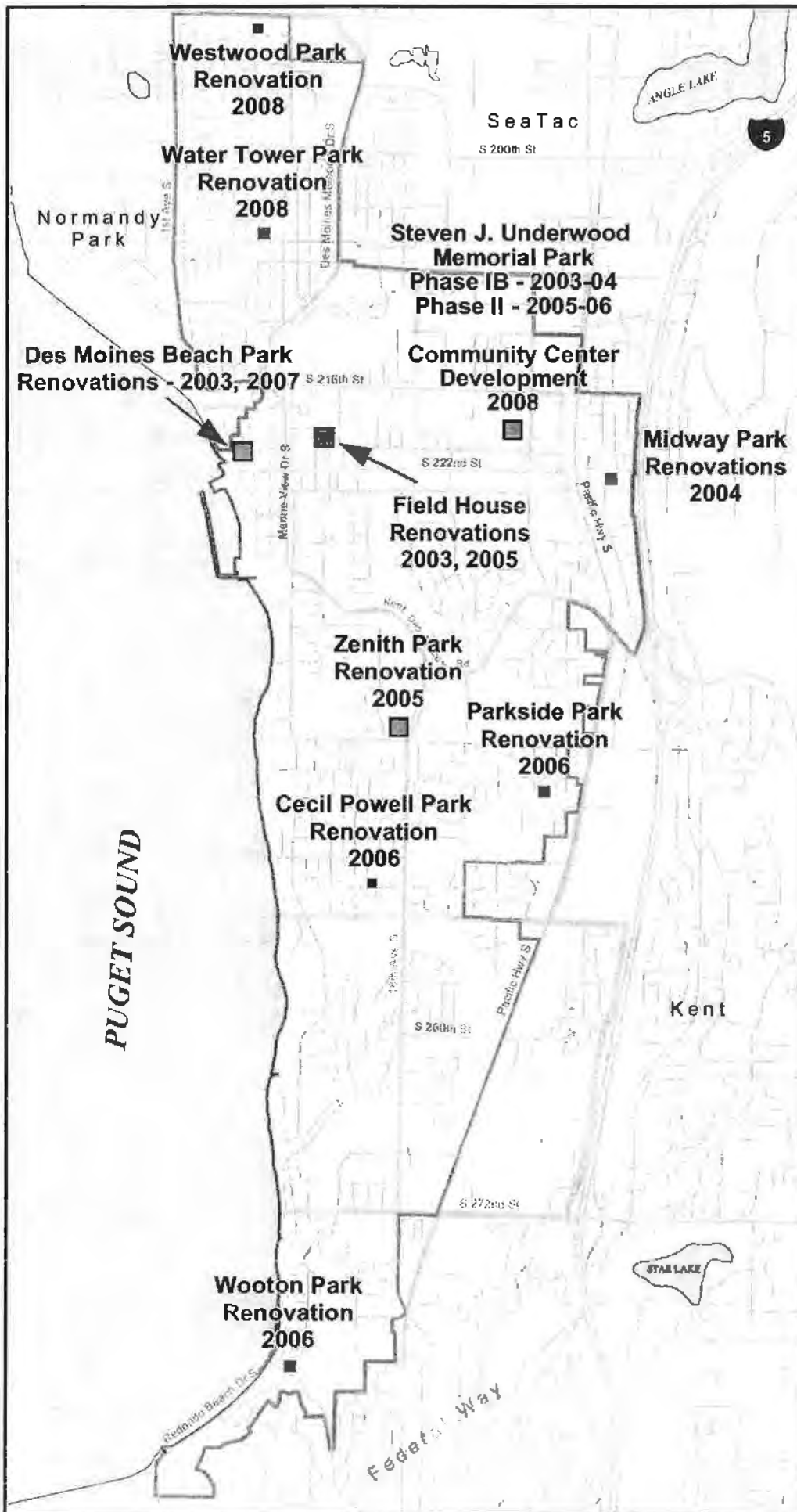


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City of Des Moines

2003 Parks, Recreation & Senior Services
Master Plan

Municipal Capital Improvements 2003-2008



Park Type

- Mini
- Neighborhood
- Community
- ~ Des Moines City Limits
- Planning Area Boundary



File: ParkCIP.mxd January 2003
Product of City of Des Moines GIS

City of Des Moines
Existing Pedestrian
and Bicycle Facilities

Legend:

- Cement Concrete Sidewalk
- Off-Street Asphalt Path
- On-Street Bicycle Lane
- Off-Street Gravel Path
- Marked Asphalt Path
- City Limits

Scale: 0 800 1600 2400 3200 4000 feet

North Arrow: N

Map Labels: City of Des Moines, City of Seaside, City of Federal Way, City of Kent, City of Rainier, City of Everett, City of Shoreline, City of Tukwila, City of Burien, City of Puyallup, City of Tacoma, City of Olympia, City of Port Townsend, City of Bremerton, City of Everett, City of Marysville, City of Skagitway, City of Snohomish, City of Everett, City of Marysville, City of Skagitway, City of Snohomish, City of Everett, City of Marysville, City of Skagitway, City of Snohomish.

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Section 2

Needs Assessment

The Demand for Parks, Recreation and Senior Services

Needs Assessment

The Demand for Parks, Recreation and Senior Services

Parks, Recreation and Senior Services contributes to the physical, mental, social and environmental health and well being of the Des Moines Community. The formation of plans and policies for parks and recreation development respond to a wide range of community interests and issues such as population growth, quality of life, social behavior and the integrity of the natural and residential environment.

Decisions responding to parks, recreation and senior services demand involve a determination of what resources, facilities and programs or services are to be provided, service delivery responsibilities, level of maintenance to be provided and the geographic distribution of recreation assets within the community.

Factors relating to recreation demand, which may be applied to recreation planning areas and the entire community are:

Demographic characteristics of population

- Leisure interests or habits of population
- Recreation facility amenities and attractiveness of recreation facility
- Facility capacity
- Climate and seasonal influences
- Physical features and availability of facility
- Travel time, distance, convenience, and transportation needs
- Recreation use fees or charges
- Public information regarding recreation services and parks
- Age or cultural appropriateness of activity
- Use regulations and control of behavior

In order to facilitate information leading to an understanding of recreation demand, a number of community meetings were held. In addition, surveys of citizens and specific recreation user groups were administered. The information and data gathered from the research has been used to identify recreation activity interests and park facilities needed by Des Moines citizens.

2.1 Workshops & Surveys

Recreation Interests

Recreation interests have been identified as the result of a public participation process involving an Ad Hoc Parks, Recreation and Senior Services Master Plan Advisory Committee, user groups, two (2) community workshops, gathering of public input at numerous recreation neighborhood meetings and community program sites and community and user group surveys.

Surveys were conducted by mail-out piece and at community workshops and neighborhood meetings. The organization and tabulation of the surveys were conducted by the Parks, Recreation and Senior Services Department.

Community Workshops

Two Open House Community Workshops were organized by the Ad-hoc Parks, Recreation and Senior Services Master Plan Committee. The workshops held at the Des Moines Field House in July, 2002 provided citizens an opportunity to talk to Master Plan Citizens Committee members about parks, recreation and senior services topics. Participants were then asked to complete a questionnaire that included a broad range of important issues such as:

Senior Citizens Programs and Services— Please comment on the following options for providing a location for the Senior Center.

Recreation Programs, Services and Facilities— Please comment on the following options for providing future recreational programs and facilities.

Mini Parks, Neighborhood Parks, Community Parks, Trails & Pathway, Conservatory Parks, Special Use Parks— Please review the Parks and Facilities Map and tell us your priorities for future development of park facilities.

Budget Items— Please consider any of the following budget options regarding Parks, Recreation and Senior Services operations.

King County, Sub Regional and State Facilities

King County Mt. Rainier Pool— With the impending pool closures, do you believe that the city should consider any of the following options regarding the Pool?

WA State Salt Water State Park— Do you believe that the city should consider any of the following options regarding the Park?

South King County-Off Leash Dog Area— Do you believe that the city should consider any of the following options regarding a Dog Park to serve South King County?

Seattle Sounders Soccer— The City of Des Moines plans to build two soccer fields in the future as part of Steven J. Underwood Park. Do you believe that the City should consider any of the following options regarding the proposed Soccer Stadium?

Quality of Life and Economic Development— Which of the following options for quality of life and economic development do you believe will enhance the Des Moines community?

Des Moines Beach Park Master Plan— Please comment on the following options regarding the future uses of Des Moines Beach Park.

Citizen/User Group Surveys

Three survey documents were prepared and administered to citizens of the City of Des Moines and to various recreation user groups. The surveys were designed to generate information important to understanding recreation needs and level of demand for various program categories.

A. The **Citizens Survey** conducted in October 2001 contained questions designed to generate information regarding user interests, parks and program satisfaction, participation rates for various indoor and outdoor recreation activities, and citizen knowledge of facility and program availability.

The following are the questions contained in the Citizens Survey document:

1. How often do you and/or family members use the following Des Moines Parks?
2. Rate the importance of Des Moines parks, recreation and senior services to your family and/or community.
3. Rate the overall satisfaction with parks, recreation programs and senior services.
4. Which of the following parks, recreation and senior services facilities should the City give future priority to?
5. Which of the following recreational activities and services would you or your family most likely participate in or utilize?
6. What do you see as the most significant community recreation and senior services and program priorities that the City should be working on?
7. How do you get information about city parks, recreation and senior services programs?
8. Where in Des Moines do you live?
9. How many persons in your household?

B. The **User Groups Survey** was designed to generate information that would aid in defining needs, level of service requirements and participation rates for various indoor and outdoor recreation activities. The following are the questions contained in the User Group Survey conducted in August 2002:

1. Please print the official name of your organization and describe your recreation program or activity on the following lines.
2. Does your organization primarily serve Des Moines residents or, is it part of a larger County or State entity?
3. What is your local membership in 2002?
4. How many years has your organization existed in the Des Moines area?
5. Over the next five (5) years, do you expect your membership to grow or reduce in size. Please check one of the following percentages you estimate your membership will grow or decline over the next five (5) years.
6. Please circle those months in which your group is most active in recreation programs.
7. During which of the following times are your activities scheduled?
8. Which of the following describes the focus of activities provided by your organization?

-
9. Please list the recreation sites, parks, or other facilities including schools, community centers, churches or other locations your organization uses within the City of Des Moines.
 10. Please indicate the name and location of any facilities your organization uses that are located outside of the City of Des Moines (within South King County).
 11. Which of the following best describes your organization's "need for" and "use of" Des Moines parks and recreation facilities over the next five (5) years.
 12. What type of outdoor facility needs does your group require? Please identify all facilities your group would use if available in the Des Moines area.
 13. What type of indoor facility does your group require? Please identify all facilities your group would use if available in the Des Moines area.
 14. Please add any comments that would help the City of Des Moines serve your user group better.

C. The **Community Center Survey** was designed to generate information that would establish program service priorities, level of service requirements and participation rates for various indoor recreation activities. The following are the questions contained in the Community Center Survey document conducted in December 2001:

1. Please rate the importance of Des Moines parks, recreation and senior services to your family and/or community.
2. Rate your overall satisfaction with parks, recreation programs and senior services.
3. Which parks, recreation and other senior services facilities should the City give priority to?
4. Which recreational activities and services would you or your family most likely to participate in?
5. What do you see as the most significant community recreation and senior services and program priorities the City should be working on?
6. How do you get information about city parks, recreation and senior services programs?
7. Where in Des Moines do you live? Please check off the Neighborhood closest to your home.
8. How many persons in your household?

The responses to the community workshops and survey documents have been tabulated and are provided in Appendix B.

2.2 Demand Analysis

Information generated through the workshops and surveys has provided a fundamental understanding of the view of user groups, individuals and the general public regarding parks, facilities and recreation program needs. Such information has a bearing on the potential demand for recreation facilities and the level of service that the City may wish to achieve.

Population data is distinguished by resident populations within the city limits, populations that live adjacent to the city but are in the general recreation sphere or planning area. Based on 2000 US Census data, the current resident population of the City of Des Moines is approximately 34,000. Visitor populations who come to the city from other communities as tourists, or travelers on business or visiting families or those who came for specific recreational purposes such as league tournaments or access to Puget Sound and boating activities must also be recognized as contributing to Des Moines recreational population.

2.3 Assessment of Needs

Recreation needs within the City of Des Moines are considered primarily on the basis of the ratio of park land in terms of acres per 1,000 population. An additional consideration is recreation demand compared to recreation categories and age groups, as described through public input and participation rates. These factors significantly influence a determination of needs and the allocation of recreation resources. The third consideration is the classification of parks and their related facility development standards, and allocation or distribution of sites throughout the City.

Since needs are a function of land in relation to population, it is appropriate to first identify the existing park resources in comparison to population within recreation planning areas of the City. The following tables summarize developed public parks in relation to the populations assigned to planning areas.

Table 2-1
City of Des Moines
8.5 Acres per 1,000 Population Ratio

Service Area	Service Area Population	Developed City Park Acres	School Acres	State Acres	Undeveloped Conservancy & ROW Acres	Des Moines Standard 8.5 Ac./ 1,000 Population	-Below or +Above Standard
North Hill	5,069	1.4	8.5	0	.14	43.09 Acres	-33.19 Acres
North Central	60	25.79	0	0	0	5.10 Acres	+20.69 Acres
Downtown	1,117	37.1	0	0	.1	9.5 Acres	+27.6 Acres
Central Des Moines	7,297	14.69	20.8	0	0	62.03 Acres	-26.54 Acres
Pacific Ridge	2,932	1.6	0	0	.1	24.93 Acres	-23.33 Acres
Zenith	4,267	6	0	0	.1	36.27 Acres	-30.27 Acres
South Des Moines	4,793	4.4	12	0	23.3	40.74 Acres	-24.34 Acres
Woodmont West	1,734	0	0	88	8.7	14.74 Acres	+73.26 Acres
Woodmont East	5,140	0	7.1	0	0	43.69 Acres	-36.59 Acres
Redondo	1,567	5.09	0	0	0.1	13.32 Acres	-8.23 Acres
Total Service Area Acres	33,976 Population	96.07 Dev. Acres	48.6 Dev. Acres	88 State Acres	32.2 Cons. Acres	293.41 Acres	-60.94 Acres

The standard of 8.5 acres per 1000 population is established in the Park and Recreation Element of the City's Comprehensive Plan. Based on census planning area population of 33,976 the current demand for park land is 293 acres. Of the total 128 acres of park land previously noted, it is estimated that 96 acres are accessible for recreation purposes and 32 acres is conservancy land. If school district property and State Park property is included in the demand assessment, the amount of available land for recreation purposes increases by about 137 acres (see Table 1-3). This would bring the total

available and usable park land, through City and School District ownership, to a level of 233 acres. This results in an acres-per-1,000 population ratio of 6.9. If the overall 8.5 acres per 1,000-population ratio is applied, there is a remaining deficiency of 1.6 acres per 1,000 population in the year 2003.

- ***Allocation of Recreation Assets***

The fundamental need of the City is to acquire suitable land for the development of recreation assets which includes facilities and site amenities that serve the following recreation categories:

- League Sports
- Individual Sports & Fitness
- General Recreation Activities
- Trails & Pathways
- Historical & Cultural Activities
- Special Events, Festivals & Concerts
- Senior Citizens Activities
- Youth and Family Activities
- Waterfront Activities
- Special Populations Activities

SOURCE: Landerman-Moore Associates 1997 Master Plan

- ***Allocation of Land by Planning Area***

As shown on Table 2-1, the City is organized into ten (10) recreation planning areas (see Illustration 2.1). Each area has a population that is fully established or growing at different rates (see Illustration 2.2). This factor must be monitored carefully in order to track the needs as development or redevelopment occurs and new resident populations are realized.

The allocation of recreation land by planning area is a valid element in determining recreation needs. There are severe limitations as to available land in all but two of the city's planning areas. The allocation of park lands, as a measure for distribution of recreation assets throughout the City, should be considered as a guideline only. Land use characteristics, including housing, commercial and institutional forms of development differ area by area. Also there are established natural and man-made features which create a pattern of development that reinforces the existing character of neighborhoods and future growth patterns. The actual allocation of park lands will depend upon the availability of land and opportunities for acquisition, dedication, joint use agreements and interlocal agreements.

2.4 Levels of Service

The City of Des Moines will continue to depend heavily upon existing park and facility sites and schools for land and facility resources to provide recreational opportunities for its populations. Because of the environmental factors and limited south King County facilities, Des Moines waterfront and active parks serve populations of a relatively broad geographical area, including populations that reside in neighboring jurisdictions beyond City boundaries.

For this reason, Des Moines city park classifications should be structured in size to serve more complex population demands. They may be located in areas of dense residential or commercial development. City parks typically offer activities that meet a wide range of interests as described in recreation categories previously identified. Other typical functions, some of which are enterprise oriented are aquatic centers, golf courses, off-leash dog areas, sports stadiums and concession facilities, regional trail systems that link cities and extend to rural areas outside the urban environment.

- ***Role of City Parks***

City parks and recreation services are the most flexible of the public recreation service providers. The Department may modify its role to fit a particular situation, fill the needs of resident and visitor populations and adapt to unique recreation opportunities or demands within its boundaries based on resource availability, interlocal opportunity, public demand and overall needs.

The City of Des Moines Parks, Recreation and Senior Services Department has advanced its services program to a point of addressing a number of recreational needs of the community. However, its physical resource capacity to serve local populations is deficient and should be strengthened. Thus it is useful to develop administrative tools for planning or development activities. There are eight (8) different roles that Des Moines plays in the spectrum of public recreation facilities:

1. *Mini Parks*
2. *Neighborhood Parks*
3. *Community Parks/Sports Complexes*
4. *Regional Parks*
5. *Special Use Parks/Waterfront Parks*
6. *Conservancy Parks*
7. *Trails & Pathways, ROW Streetscapes and Entryways*

2.5 Park Classification Standards

Classification of parks establishes several essential elements for park land requirements based on population ratios and the types of recreational uses and services to be provided. These elements include a) orientation, b) function and c) space, design and service areas.

A particular park may be oriented to the needs of a single local neighborhood or combined larger neighborhoods, or city-wide uses. The physical improvements of a park should respond to the preferences or needs of citizens. Space, design and service areas establish early definition of the location of parks, accessibility, service distances to populations and the amenities to be provided. The following describes the park classifications for the City of Des Moines which is modified from the NRPA standards to fit the needs of the City.

Mini Park

1. Definition Summary: A play lot, playground, or plaza provides space for parental supervised recreation of toddlers and young children within a neighborhood or as part of larger neighborhood or community parks and urban centers including retail shopping areas.
 2. Size Objectives: ½ acre to 1 ½ acres.
 3. Service Area Objectives: Generally within a neighborhood of a ½ mile radius or population of 2 to 3 thousand. However playgrounds may be included in parks that serve a larger population or service area.
 4. Location Objectives: Located in protected areas with separation from street traffic yet in areas with high visibility; serving local neighborhoods and adjoining schools, libraries or police and fire
- **Orientation:** Small geographic areas, sub-neighborhood or neighborhoods, when combined with larger park unit. Serves youth in ages ranging from toddlers to 12 years with adult supervision. Mini Parks also serve important needs in City business

 - **Space, Design & Service Area:** The size of a Mini Park may range from as small as 2,500 sq. ft. to 1.5 acres. *The amenities are generally sand play areas, play apparatus, play equipment and other special child-oriented features with sanitation accommodations. The service radius in terms of distance from population served is limited to under 1/4 mile or within a super block space unless the playground is incorporated into a larger park.

**(Note: Stand alone play lots require more land area than play lots incorporated in larger parks.)*

Neighborhood Recreation Parks

1. Definition Summary: A neighborhood park by size, program and location provides space and

4. Location Objectives: Centrally located for equitable pedestrian access within a definable neighborhood service area. Adjoining or adjacent to an elementary, middle school or high school, if possible.
5. Program Objectives: Element compatible with the neighborhood setting and park site constraints. Generally including the following, which are determined with public input as to use and activities:
 - a. Parking for ten (10) to twenty (20) spaces.
 - 1) On street is acceptable if negative impact to residential units can be mitigated. On-site parking is preferable as a planning objective.
 - 2) Bike racks with Class II trail connections where possible.
 - b. Restrooms

-
- 1) Men's restroom with one (1) water closet, one (1) urinal and one (1) lavatory.
 - 2) Women's restroom with two (2) water closets and one (1) lavatory.
 - 3) Utility and minimum park janitorial storage space.
 - c. Play Lot/Children's Play Area
 - d. Family Event Group Picnic Facility
 - e. Informal Family Picnic Area with Benches and Tables
 - f. Unstructured Turf Grass Play Area/Play or Practice Field for Children, Young Adults and Families.
 - g. Sport Facilities - Compatible with Neighborhood Setting and Park Site Constraints.
 - 1) Basketball: half court, full court or tri-court configuration
 - 2) Volleyball area
 - 3) Softball field/soccer practice or game overlay
 - 4) Other features as desirable site conditions allow
- Population ratio to acreage: 4.0 ac./1,000
-
- Function: To provide a combination of active recreation and passive activities, both outdoor and indoor facilities, and special features as required or needed.
 - Space, Design & Service Area: A minimum size of 2.0 to 5.0 acres with amenities which include sports facilities, picnic, swim, cultural activities, arts, crafts and individual passive activities.

The park should primarily serve a defined neighborhood area population of 2,000 up to 10,000. Distance will vary depending on urban development pattern, zoning and densities in the respective neighborhoods being served.

Community Parks

1. Definition Summary: A Community Park by size, program and location provides space and recreation activities for the entire City or significant geographic segment of the City's population.
2. Size Objectives: Usually more than 15 acres.
3. Service Area Objectives: Generally a three - five (3-5) mile radius within the City and adjacent

vehicular access reducing neighborhood traffic impacts. Connected with Class II on-street and/or off-street community trail and bike lane system. Adjoining or adjacent to an elementary, middle or high school if possible.

5. Program Objectives: Elements which fulfill the overall community park space and recreation program demands. Compatible with the community setting and park site constraints. Generally may include the following facilities:
 - a. Off-street parking calculated to satisfy demand of park and recreation activities provided. Includes bike racks and public transit station at the site and both on-site and street parking.
 - b. Restrooms
 - 1) Accommodating level of park and recreation activities provided and number of people served. Restrooms should be located within 500 L.F. of each other.
 - c. Community/Senior Recreation Building.
 - d. Park Maintenance & Equipment Storage Building.
 - e. Play Lot/Children's Play Area
 - f. Group Picnic Shelters

-
- g. Family Picnic Facilities
 - h. Sport/recreation facility fulfilling the overall City demand. Appropriate program elements include:
 - 1) Community Pool/Water Feature
 - 2) Soccer Fields
 - 3) Softball, Little League Baseball, Junior Pony League Baseball
 - 4) Football
 - 5) Roller Hockey/Skate Board Area
 - 6) Tennis courts
 - 7) Basketball courts
 - 8) Amphitheater/Performing Arts
 - 9) Volleyball (indoor and outdoor)
 - 10) Jogging/Walking Trails
 - 11) Other facilities as desirable and park site plan permissible
 - 12) Concessions (Food and Beverage)
- Population Ratio to acreage: (varies) 3.5 to 10.0 ac/1,000
 - Orientation: Multi-purpose community-wide recreation resource serving the needs of most or all of the population.
 - Function: Provides opportunities for indoor and outdoor recreation of a diverse mix of
 - Space, Design & Service Area: The minimum space for a community park is over 15 acres in size. The facilities may provide for some sports activities, however, an emphasis is on passive cultural and community centers with recreational programming and organized activities. The community park may serve populations within a 3 to 5 mile radius.

Sports Fields/Complexes

- Population ratio to acreage: 4.0 to 6.0 ac/1,000
- Orientation: Serves needs of multi-neighborhood and/ or area and community wide populations. Supplies structured or organized sports activities including youth and adult leagues, individual sports, competitive events and special events. May be included in a larger Metro/Community Park.
- Function: To accommodate youth and adult requirements for sports participation at the
- Design & Service Area: population demand. Size of sports field is 15 acre minimum and generally serves populations within a 3-5 mile radius. Other amenities may be included which will expand the 15 acres to a larger land area.

Special Use Parks

1. Definition Summary: A Special Use Park or facility is considered a revenue generating enterprise created to satisfy the demand for a particular sport, recreational or event activity. The Special

-
- Use Park may be a public developed and administrated facility but is most likely a private sector joint enterprise with a local agency.
2. **Size Objective:** Actual size is determined by market demand and special uses or recreation programs being facilitated to serve market needs.
 3. **Service Area Objectives:** Community or area-wide and determined by the marketability of special events or use activity being facilitated.
 4. **Location Objectives:** Determined by the property opportunity, service area and size objectives.
 5. **Program Objectives:** Special Use Parks require facility programming that is market driven and based on community planning objectives for the privatization of recreation services. The magnitude and type of special use facilities may include:
 - a. Water Play Park/Swimming Pool
 - b. Amphitheater
 - c. Festival/ Swap Meet/Farmers Market
 - d. Sports Complex
 - e. Family Fitness/Entertainment Center
 - f. Skate Board/In-line Hockey Park
 - g. Golf Course/ Driving Range
 - h. Marina/ Boat Launch

- **Orientation:** Provides special event activities to all age groups within a given market/user range for which the special use park is focused.
- **Function:** Special events, fairs, festivals, expositions, symposiums, community gatherings, ethnic/cultural celebrations, plays and numerous other activities which draw spectator and participants to a specific location.
- **Space, Design & Service Area:** The minimum size for special parks varies depending on intent of use and programming. Accommodates major parking space, audiences, performance areas and multi-use areas. Serves a population within a 10 to 20 mile or greater drive distance.

Trails & Pathways

Trails and pathways vary in purpose, design and use depending on the location of the trail and its linkage to other use areas or destinations.

1. **Users:** The typical users are pedestrians and bicyclists. Other users of trails or bike lanes and walkways, especially in urban areas, are in-line skaters, skate boarders, people in wheelchairs and others who may have specialized trail or pathway needs. The major distinction of users are commuters as compared to recreational.
2. **Accessibility:** Multi-use trail systems are designed to be accessible to a predetermined class of users. Access points to and from neighborhoods, to parks, civic centers and roadways are important elements in trail access and design.

- **Class I Trail:** Class I Trails are Regional Trail facilities with exclusive rights of ways for the principal use of pedestrians and human powered wheeled vehicles. Class I Trails are typically physically separated from roads and streets and have their own physical corridor of use. Both definitions are applicable.

- **Class II Trail:** A Class II Trail is a two way striped bike lane on one side of the road within the paved area of the road for the preferential use of bicyclists. Class II Trail bike lane widths vary from 5'-8' wide.
- **Class IIA Trail:** A Class IIA Trail is a one way striped bike lane on both sides of the road with the direction of travel being the same as the motorist. Bike lane width should be 5' minimum.
- **Class III Trail:** Class III Bikeways or bike routes occur on public Right-of-Ways and share the roadway with motorized vehicles. Bike routes are established along routes not served by bike paths or bike lanes. Bike routes are established by placing Bike Route Signing along the public street/highway.
- **Class IV Trail:** Natural Pedestrian Trail is a 4'-6' foot wide unpaved trail (boardwalk, crushed rock, wood chips, bark mulch, etc.) designed for low use/impact in natural areas.

Conservancy Parks:

1. **Definition Summary:** Open space and conservation lands are typically a mandated element of the City's Comprehensive Plan which includes parks, recreation and open space. However, the orientation of open space and conservation or nature parks is based on principles of resource preservation instead of recreation use activities.

The resource is visual or interpretive, meaning that such lands preserve scenic sites, cultural or historical sites, view corridors and provide visual relief from urban development through natural terrain or vegetation. Such lands, or waterways, are or become fish and wildlife habitat and as such may be used for nature study and the interpretation of eco-systems on the basis of limited human access for observation purposes.

2. **Size Objective:** Open Space/Conservation or Nature Parks have no definitive size objectives as do parks for recreation activities. Open space lands are typically mandated by zoning ordinance evolved from the Comprehensive Plan wherein a certain percent of the land to be developed is retained in "open space". Other open space lands may occur as a result of utility easements or view easements.

Table 2-2
Park Classification Standards

FACILITY CLASSIFICATION	ACRES/1000 POPULATION	SITE SIZE	SERVICE AREA
Mini Parks	1 - 3	0.5 - 1.5Ac.	0.5 miles
Neighborhood Parks	2.5	2 ac. - 5 Ac.	0.5 - 1.0 miles
Community Parks	3.5	over 15 Ac.	3-5 miles
Sports Fields/Complexes	4-6	over 15 Ac.	3-5 miles
Conservancy Parks	varies	varies	3.0 miles
Special Use Parks	varies	varies	½ - 1 ½ hour Drive zone
Trails & Pathways	.6 Mi.	varies	varies
ROW Streetscapes/Entryways	varies	varies	N/A

Table 2-3
NRPA Recreation Facilities Standards

RECREATIONAL FACILITY TYPE	STANDARD/ 1000 POPULATION	EXISTING CITY FACILITIES	EXISTING OTHER FACILITIES	TOTAL
Community Center	1/15,000	2	0	2
Soccer Field w/o Lights	1/10,000	1	9	10
Soccer Fields w/ Lights	1/20,000	0	1	1
Adult Softball Fields w/o Lights	1/3,000	3*	0	3
Adult Softball Fields w/Lights	1/6,000	0	0	0
Adult Baseball Fields w/o Lights	1/30,000	0	1	1
Adult Baseball Fields w/ Lights	1/120,000	0	0	0
Youth Softball Fields w/o Lights	1/3,000	1*	7	8
Youth Softball Fields w/Lights	1/6,000	2*	0	2
Youth Baseball Fields w/o Lights	1/3,000	1*	6	7
Youth Baseball Fields w/ Lights	1/12,000	2*	0	2
Play Equipment	1/2,000	6*	6	12
Play Fields	1.5 Ac./1,000	5*	5	10
Amphitheater	1 Ac./25,000	0	0	0
Track	1/20,000	0	4	4
Archery/Shooting Range	1/50,000	0	0	0
Shuffleboard	1/10,000	0	0	0
Badminton	1 Ac./1,000	1*	0	1
Handball/Racquetball Court	1/20,000	0	0	0
Field Hockey	1/10,000	0	0	0
Football Field/Soccer	1/10,000	0	4	4
Basketball/Sport Court (outdoor)	1/3,333	3	4	7
Basketball Court (indoor)	1/5,000	1	6	7
Swimming Pool	1/20,000	0	1	1
Gymnasium (public)	1/50,000	1	0	1
Gymnasium (school)	1/5,000	0	9	9
Picnic Facilities	1/5,000	3	0	3
9 Hole Golf Course	9 hole/25,000	0	0	0
18 Hole Golf Course	18 hole/50,000	0	0	0
Driving Range	1/50,000	0	0	0
Tennis Courts	1/2,000	2	7	9
Trails	.5 Mi./1,000	2.1 Mi.	NA	2.1 Mi.
Volleyball Courts	1/5,000	1*	6*	7*
Roller Hockey	1/20,000	0	0	0
Park Acres (recreational)	8.5 Ac./1,000	3 Ac./1,000.	4 Ac./1,000	7 Ac./1,000

* Multi use facilities that meet various user demands or field types

SOURCE: NRPA Standards, City of Des Moines Park & Recreation Department

The above National Recreation and Park standards may be a factor when considering acquisition of land, planning and design processes for parks development and recreation services.

2.6 Needs Statement

Park needs have been determined from the foregoing public participation information, resource/demand analysis and level of service evaluation.

The city-wide park needs are summarized in the following table which identifies the number of park units by classification and the total acres required for each park classification.

Facilitating the expressed needs will require a coordinated effort for acquisition and development with city departments, interlocally, local utilities, private developers, school districts and private trusts.

Table 2-4
City of Des Moines
Park Needs Summary
2003

PARK CLASSIFICATION	EXISTING PARKS	EXISTING ACRES/MILES	TOTAL NEEDED PARKS	TOTAL NEEDED PARK ACRES
Mini Parks	9	3 Ac.	12	6-18 Ac.*
Neighborhood Parks	4	10 Ac.	9	85 Ac.
Community Parks (Community Center)	4	54 Ac.	4	119 Ac.
Sports Fields	5	(see Comm. Parks acres)	(see NRPA standards)	36 Ac.
Trails & Pathways	2	2 Mi.	varies	20 Ac.**
Conservancy Parks (developed trails)	2	12 Ac.	varies	N/A***
Conservancy Parks (undeveloped)	4	32 Ac.	varies	N/A
Streetscapes/Right-of-Ways	4	2 Mi.	varies	N/A
Special Use Park/Waterfront Parks	2	17 Ac.	varies	N/A
Total Park Acres		128Acres		289 Acres

*The role of the Mini Parks (play equipment) may be included in Neighborhood or Community Parks.

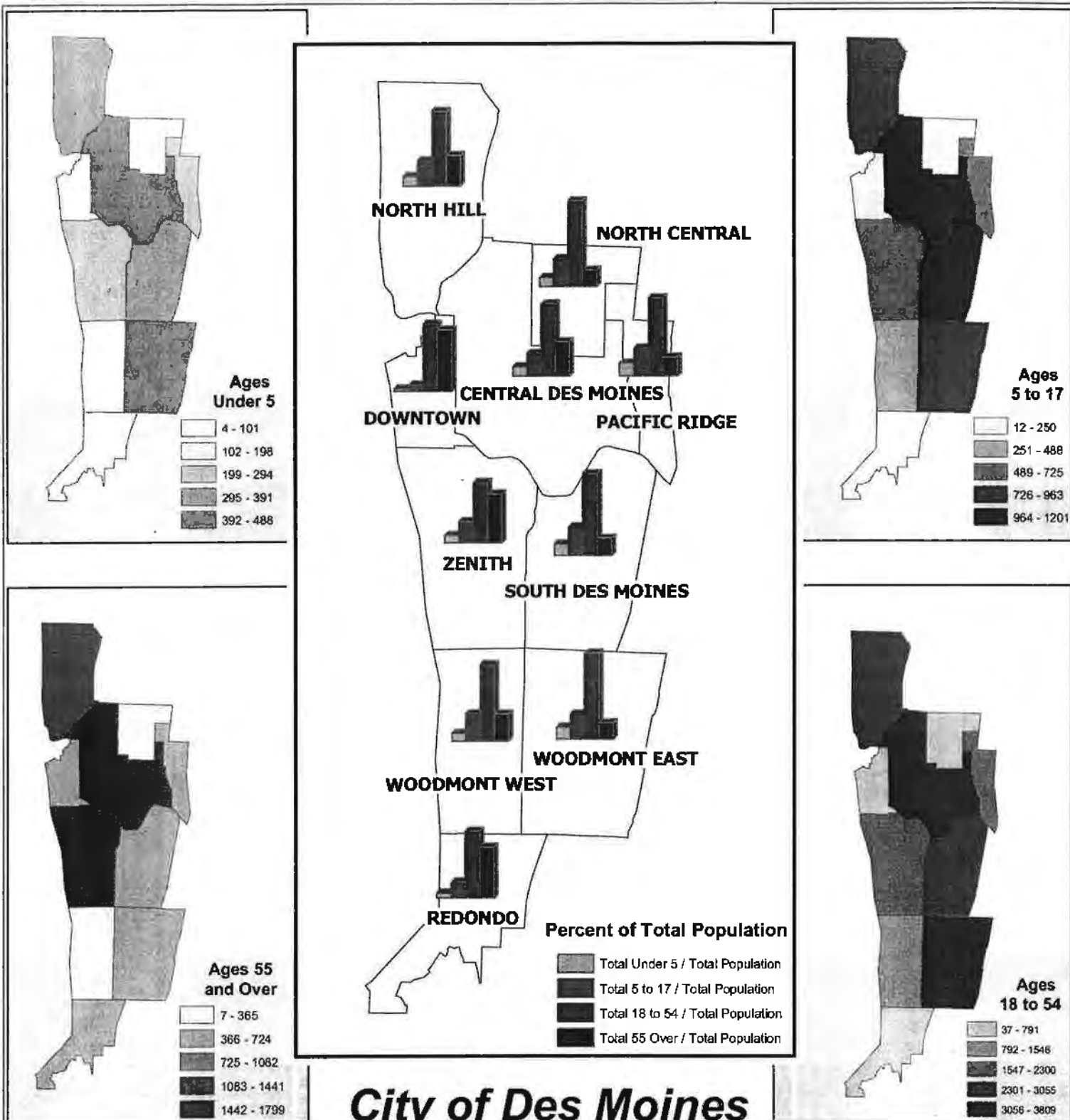
**Trails and pathways are expressed in miles at a rate of 0.6 miles per 1,000 population.

***The need for conservancy parks is based on available open space or natural areas. No area to population ratio has been established, undeveloped conservancy parks do not contribute to the 8.5 Acre/1,000 standard.

SOURCE: Based on NRPA Standards

Specific design requirements for each park unit will depend on site conditions, public need and design/development standards. For example, play equipment or sports facilities may be included in either Neighborhood Parks or Community Parks, or may be a portion of land use designated for Special Use Parks.

The 2003 Parks, Recreation and Senior Services Master Plan addresses many of the needs stated above. The specific acquisition, development and repair and replacement projects identified through this process are found in the following Section 3, "Parks, Recreation and Senior Services Development Objectives".



NAME	TotalPopulation	TotalMale	TotalFemale	TotalUnder5	Total5to17	Total18to54
CENTRAL DES MOINES	7297	3444	3853	488	1201	3809
DOWNTOWN	1117	528	589	22	54	543
NORTH CENTRAL	60	32	28	4	12	37
NORTH HILL	5069	2507	2562	346	902	2707
PACIFIC RIDGE	2932	1448	1484	278	591	1664
REDONDO	1587	749	818	59	186	748
SOUTH DES MOINES	4793	2362	2431	383	985	2837
WOODMONT EAST	5140	2605	2535	442	916	3182
WOODMONT WEST	1734	866	868	99	341	955
ZENITH	4287	1914	2353	226	656	1867

Census 2000 Block Totals by Neighborhood

October 2002
AgeByBlock.mxd

Section 3

*Park & Recreation Facility
and Operations
Development Objectives*

The Long Range Plan

Parks, Recreation and Senior Services Facilities and Operations Development Objectives

This section provides an overview of parks, recreation and senior services development objectives and priorities in terms of land acquisition, enhancement of existing facilities and the development of new park and recreation facilities, programs and services through the efforts of the Department and the formation of Interlocal Agreements, Public-Private Partnerships, Non-Profit support and volunteer efforts.

3.1 Parks, Recreation & Senior Services Acquisition & Development Priorities

Recommendations have been prioritized and are generally listed in three categories: Priority One, Priority Two, and Priority Three. Priorities are a result of public input provided by the Ad Hoc Parks, Recreation and Senior Services Master Plan Citizens Committee with City Council approval. Priority categories provide a general guideline Only. Unforeseen influences such as funding availability, pace of development, and new Community input may alter the order in which recommendations are implemented.

Criteria for each is as follows:

Priority One projects correspond to 2004-2009 Capital Improvement Program projects which are currently underway through previous planning processes. Additional projects included have been determined to be of pressing importance, are one-time opportunities, or meet multiple identified needs of the community. It is anticipated that these projects can be implemented in the near future, within one to six years.

Priority Two projects are those that should be planned for implementation between 2004 and 2015 or as opportunities become available, e.g., scheduled capital maintenance is required, Interlocal agreement with other agencies are underway, after completion of other project phases, or when alternative funding is possible.

Priority Three projects meet needs currently identified and should be planned for implementation as opportunities become available, e.g., timing fits with other projects to be developed e.g., facility development follows land acquisition, and/or grant funding availability.

Capital Policy Recommendations:

Dedicate a sustainable portion of Real Estate Excise Tax as ongoing capital funding source for the major capital maintenance of existing recreation buildings and park facilities

Consider Levy Lid Lift funding for multiple park projects throughout Des Moines. A Voted Bond Issue to fund the Community Center project should be postponed until improved economic times.

Actively seek joint use and shared cost opportunities such as: Interlocal agreements with other governmental agencies, collaborative opportunities with interdepartmental projects, public/private partnerships and volunteerism to develop and maintain parks and facilities

Support economic development (especially in the downtown, Port of Seattle buyout area and Pacific Highway) through creation of a more aesthetically pleasing environment such as: city gateways and signage to include directional road signs to recreational facilities, well kept streetscapes, banners, and flower baskets and adequate parking at all recreational facilities

Support Marina and Redondo Waterfront Improvement Plans capitalizing on Des Moines best recreational features its waterfront amenities

To meet the above recommendations, the Committee proposes the following:

With traffic mitigation fees to be initiated in Des Moines in 2005 and the continued appropriation of King County transportation funds, the Committee recommends that funds previously taken from parks projects and reprogrammed to arterial streets through the 2003 Capital Improvement Program process, be returned from arterial street projects to park projects as needed to accomplish Urgent and Priority One Master Plan needs.

The city's investment in the remodeled Activity Center may fill the need for a Community Center for the next decade or until Des Moines' economic picture improves. The Committee recommends that property acquired at Steven J. Underwood Memorial Park on 24th Avenue South and South 220th Street should be utilized for the construction of a soccer field to complete Steven J. Underwood Memorial Park.

3.2 Park & Facilities Land Acquisition

The park land acquisition objectives shown are based on needs expressed by level of service and by park classification resulting in a determination of potential park sites and the acreage required. The park land acquisition objectives of the Department are described by specific sites and size of property. Where no specific site has been determined, the acquisition area is identified (see Illustration 3.1).

Table 3-1
Department of Parks, Recreation & Senior Services
Park Land Acquisition Plan

DESCRIPTION	ACRES	PARK CLASSIFICATION	EST. COST	PRIORITY
East Woodmont Park	3 + Acres	Neighborhood	\$300,000-\$450,000	2
Pacific Ridge Park	2 + Acres	Neighborhood	\$200,000- \$450,000	2
Woodmont Park Expansion	5 Acres	Conservancy	\$300,000 Value	3

Table 3-2
Department of Parks, Recreation & Senior Services
Interlocal Park Land Acquisition Plan

DESCRIPTION	ACRES	PARK CLASSIFICATION	EST. COST	PRIORITY
Midway Park Expansion	1-2 Acres	Neighborhood	(Lease Agreement)	1
Olympic Elementary School	5.5 Acres	Community	(Undetermined)	3
SR-509 Right-of-Way	Undetermined	Conservancy/Trail	(Undetermined)	3
Zenith Park (School Site)	5.5 Acres	Community	\$500,000	1

NOTE: Please see Park Facilities Development, Table 3-5 and 3-6
Please refer to illustrations in Appendix A for graphic description of projects listed above.

SOURCE: City of Des Moines Parks, Recreation and Senior Services Department

3.3 Facilities Renovation/Repair

The Department has established a capital improvements program which identifies renovation projects and parks enhancement programs with repairs of existing facilities. The following is a summary of the long-range capital improvement program for renovation and repairs to existing sites and facilities (see Illustration 3.2).

Table 3-3
Department of Parks, Recreation & Senior Services
Facilities Renovation/Repair Plan

PROJECT	IMPROVEMENTS	EST. COST	PRIORITY
Cecil Powell Park	Play equipment improvements	\$ 41,680	1
Des Moines Activity Center	Parking, sidewalks and Landscaping Interior acoustical work	\$ 95,672	1
Des Moines Beach Park	1) Master Plan for park renovations historic and existing non-historic buildings restroom/picnic shelter, water access, paths and trails and roadway connection to Marina	\$ 75,000	1
Des Moines Field House Park	1) Field House renovations: Electrical sidewalks, drainage 2) Play equipment, skateboard improvements	\$ 160,090 \$ 78,570	1 1
Des Moines Memorial	Paint flag pole, repair lighting system	\$ 6,000	N/A
Kiddy Park	Play equipment improvements	\$ 27,949	1
Midway Park	Park lighting, drinking fountain and Play equipment improvements	\$ 81,000	1
Parkside Park	Play equipment, lighting pathways & entrance improvements	\$ 147,250	1
South Marina Park	Mural	\$ 5,000	3
Westwood Park	Play equipment replacement	\$ 2,600	1
Wooton Park	Play equipment and lighting replacement Parking improvements	\$ 42,770 \$ 92,478	1 1

SOURCE: City of Des Moines, Parks, Recreation & Senior Services Department, Cosmopolitan Engineering Group

Table 3-4
Department of Parks, Recreation & Senior Services
Interlocal Facilities Renovation/Repair Plan

PROJECT	IMPROVEMENTS	EST. COST	PRIORITY
Water Tower Park	Minor play area repairs	\$ 1,000	1
Zenith Park	Irrigation and play equipment	\$ 71,000	1

Source: City of Des Moines Parks, Recreation and Senior Services Department, Cosmopolitan Engineering Group
NOTE: Please refer to illustrations in Appendix A for graphic description of projects listed above.

3.4 New Development Objectives

The Plan focuses on a community-wide approach to the provision of community, neighborhood and mini-park or playground facilities. Consolidation of land areas and multi-purpose park development e.g. expansion of Midway Park utilizing Puget Sound Energy property, making improvements on land leased from school districts and utilities and working with governmental agencies and private business for the provision of sub-regional facilities produces economic benefits for Des Moines and reduces ongoing operations and maintenance costs (see Illustration 3.3).

Table 3-5
Department of Parks, Recreation & Senior Services
Facilities Development Plan

PROJECT	DESCRIPTION	EST. COST	PRIORITY
Community Center	Community Center building and parking at Steven J. Underwood Memorial Park site	\$ 6,500,000	1
Des Moines Creek Trail	Trail improvements, trail head, interpretive signage	\$ 200,000	1
East Woodmont Park	Play area and parking	\$ 447,127	2
Pacific Highway Streetscapes	1.0 miles of street trees and plantings between 216 th Street and Kent Des Moines Rd.	Public Works	1
Pacific Ridge Park	Play area and parking	\$229,477	2
Steven J. Underwood Memorial Park	Complete 3 rd sports field and restrooms (2003-2004)	\$393,700	1
	Field lights, play equipment (2003-2004-IAC grant)	\$300,000	1
	Complete soccer field with lights (2005-2008)	\$1,079,085	1
	Complete additional facility amenities	\$NA	3

SOURCE: City of Des Moines Parks, Recreation and Senior Services Department
Cosmopolitan Engineering Group
NOTE: Please refer to illustrations in Appendix A for graphic description of projects listed above.

Table 3-6**Department of Parks, Recreation & Senior Services
Interlocal Facilities Development Projects Plan**

PROJECT	DESCRIPTION	EST. COST	PRIORITY
Aquatics Facility	Sub-Regional Pool: transfer, renovate or replace King County Mt. Rainier Pool	\$75,000 yr.	1
Dog Park	Sub-Regional Off Leash Dog Area	\$5,000	1
Des Moines Creek Trail	SR-509 Regional facility in SeaTac	Undetermined*	3
Highline Community College/Redondo Pier	Redondo pier improvements	Undetermined*	3
Midway Park Expansion/ Puget Power Property	Play field, parking, & landscape	\$62,200	1
Olympic Elementary School	School site	Undetermined*	1
Sounders Soccer Stadium And soccer fields	Soccer Stadium seating for 7,000-10,000 8 practice soccer fields	Undetermined*	3
SR 509	Build trail system or other active park uses	Undetermined*	3
Water Tower Park	Neighborhood Park (maintain to 2006-beyond)	\$ 1,000	1
Zenith Park	Restrooms and field lights	\$261,464	3

*Indicates that cost data is not available and no specific plans have been prepared or completed at this time.

SOURCE: City of Des Moines, Park & Recreation Department, Cosmopolitan Engineering Group

NOTE: Please refer to illustrations in Appendix A for graphic description of projects listed above.

Table 3-7**Department of Parks, Recreation & Senior Services
Summary of Project Maintenance Increases**

<u>PROJECT</u>	<u>IMPACT</u>	<u>EST. ANNUAL MAINTENANCE COST</u>
Activity Center	Parking Area and Landscaping	\$8,000
Aquatics Facility	Sub-Regional Pool: Renovate or replace King County Mt. Rainier Pool	Undetermined
Community Center	Community Center building and parking at Steven J. Underwood Memorial Park	\$120,000
Des Moines Beach Park	Play area and walkways	\$8,000/
Des Moines Creek Trail	Trail improvements, trail head, interpretive signage	\$6,000.
East Woodmont Park	Play area and parking	\$20,000
Field House Park	Park Improvements	\$6,000/
Midway Park	Park Improvements and Expansion area	\$18,000
Pacific Highway Streetscapes	Maintain 1.0 miles of street trees and plantings between 216 th Street and Kent Des Moines Rd.	\$60,000
Parkside Park	Walkways, sports court and play equipment	\$14,000
Pacific Ridge Park	Play area and parking	\$14,000
Steven J. Underwood Memorial Park	3 rd sports field and restrooms	\$12,000
	Field lights utilities, play equipment	\$30,000
	Soccer field with lights	\$14,000
Wooton Park	Play equipment and lighting repairs, parking	\$6,000
Zenith Park	Play equipment, sports lights, restrooms	\$12,000

*SOURCE: City of Des Moines, Parks, Recreation & Senior Services Department,
Cosmopolitan Engineering Group*

Table 3-8
Parks, Recreation & Senior Services Master Plan Summary of Projects

PROJECTS	EST. CIP COST	EST. MAINT. COST	PRIORITY
PARK LANDS ACQUISITION			
East Woodmont Park	\$450,000	None	2
Pacific Ridge Park	\$450,000	None	2
Woodmont Park Expansion	\$300,000	None	3
INTERLOCAL PARK LANDS ACQUISITION			
Midway Park Expansion	Lease	\$12,000	1
Olympic School(Highline School District)	Undetermined	Undetermined	3
SR-509 Right-of-Way (Washington State)	Undetermined	Undetermined	3
Zenith Park (Highline School District)	\$500,000	None	1
FACILITIES RENOVATION & REPAIR			
Cecil Powell Park	\$41,680	None	1
Des Moines Activity Center	\$95,672	\$8,000	1
Des Moines Beach Park	\$1,143,200	\$6,000	1
Des Moines Field House Park	\$78,570	\$8,000	1
Des Moines Memorial Park	\$6,000	None	N/A
Kiddy Park	\$27,949	\$3,000	1
Midway Park	\$81,000	\$6,000	1
Parkside Park	\$147,250	\$20,000	1
South Marina Park	\$5,000	None	3
Westwood Park	\$2,600	None	1
Wooton Park	\$135,248	None	1
INTERLOCAL FACILITIES REN. & REPAIR			
Water Tower Park	\$1,000	None	1
Zenith Park	\$71,000	\$6,000	1
NEW FACILITIES DEVELOPMENT			
Community Center	\$6.6 M	\$120,000	1
Des Moines Creek Trail Phase II	\$200,000	\$6,000	1-3
East Woodmont Park	\$447,127	\$20,000	2
Pacific Highway Streetscapes -Public Works	N/A	\$60,000	
Pacific Ridge Park	\$229,447	\$14,000	2
Steven J. Underwood Memorial Park 1-B	\$693,700	\$12,000	1
Steven J. Underwood Memorial Park II	\$1,079,085	\$14,000	1
INTERLOCAL DEVELOPMENT PROJECTS			
Aquatics Facility	\$75,000/yr	Undetermined	1
Dog Park	\$5,000	None	1
Des Moines Creek Trail SR 509 Connection	Undetermined	Undetermined	3
Highline Community College/Redondo Pier	Undetermined	Undetermined	3
Midway Park Expansion Puget Power Property	\$62,200	\$12,000	1
Olympic Elementary School	Undetermined	Undetermined	3
Sounders Soccer Stadium and Fields	Undetermined	None	3
SR 509 ROW	Undetermined	Undetermined	3
Water Tower Park	\$1,000	None	1
Zenith Park	\$279,085	\$6,000	3

ESTABLISH CAPITAL MAINTENANCE FUND

1. Dedicate REET funding for ongoing capital facility repair and maintenance projects and development of new facilities.
2. Utilize Levy Lid Lift for the development and maintenance of New Facilities
3. Utilize Voted GO Bond for development of Community Center

*Indicates that cost data is not available and no specific plans have been prepared or completed at this time.

SOURCE: City of Des Moines, Parks, Recreation & Senior Services Department, Cosmopolitan Engineering Group

3.5 Parks, Recreation & Senior Services Department Vision, Mission and Imperatives

The Department Vision: Building Community Together

The Department Mission Statement:

To provide opportunities and encourage the diverse population of the Greater Des Moines area to participate in life enhancing activities through developed and well maintained park land and facilities, professional programming and services, and the optimum utilization of community resources.

Department Imperatives:

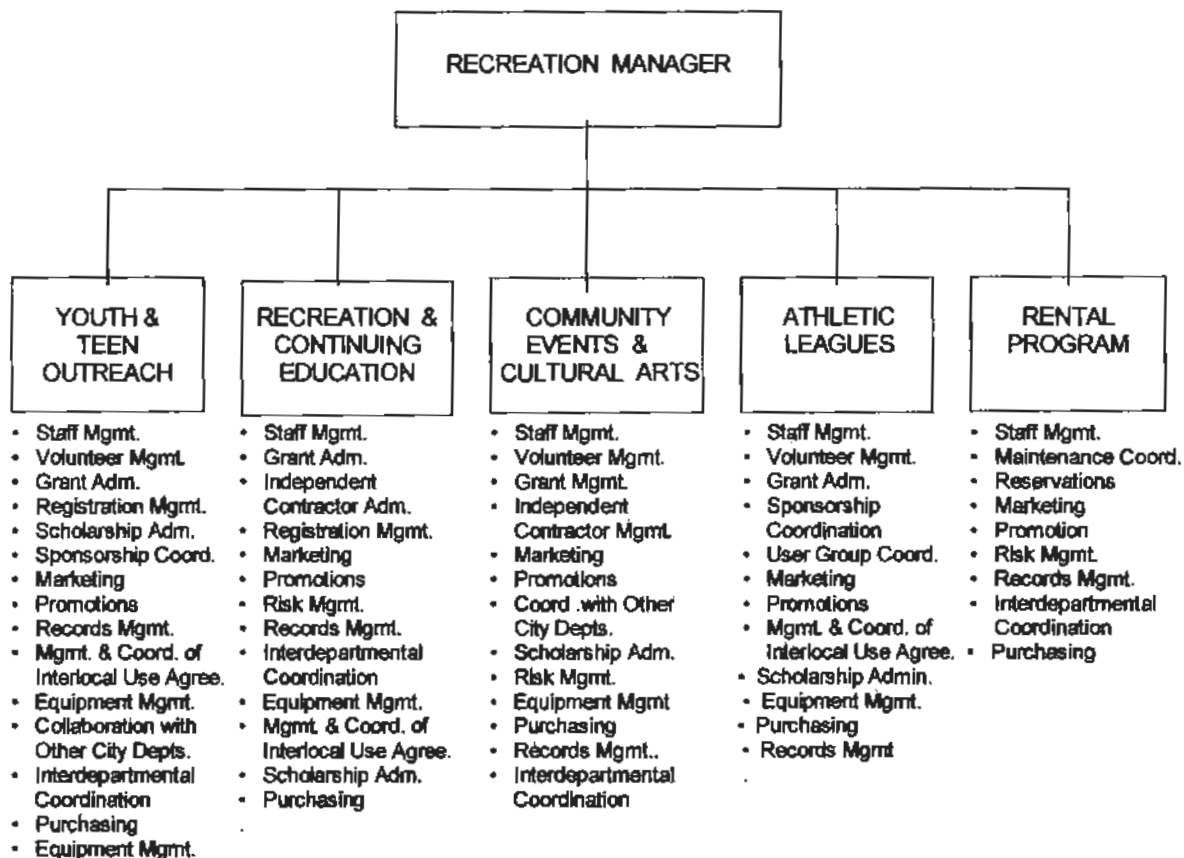
1. **Program and Facility Quality-**
Know who the customers are (internal and external), their needs and expectations, who else provides same or similar services, define our agency, divisions, and staff roles, provide needed services, evaluate services, make adjustments as needed.
2. **Partnerships-**
Develop partnerships that expand and improve outcomes regarding park and recreation facilities, programs and services through Highline Community College, Federal Way Public Schools, Highline School District, Businesses, Cities, County, State and others.
3. **Citizen Leadership Opportunities-**
Provide opportunities to empower citizens to take ownership of their community through CORPS program, Youth Leadership Program, Citizen Advisory Committees, Senior Wellness Team, Friends Forum, volunteerism, and etc.
4. **Internal Service Operations-**
Improve or maintain internal systems city-wide and department-wide with consistent communications systems, equipment, software, reporting formats and facility standards.
5. **Meet Des Moines Citizen Park and Recreation Requirements-**
Provide adequate park and recreation facilities, market programs for optimum citizen accessibility, and provide a safe, clean, and aesthetically pleasing program atmosphere for all participants.

3.6 Recreation Programs and Services

Recreation Programs and Services: Provides recreation programs including youth and teen outreach, recreation and continuing education classes and programs, community events and cultural arts, athletics, facility rentals, and field rentals.

A large portion of the population participates in general recreation activities. Many of the classes and recreation programs provided by the Department satisfy demand only to the extent that physical resources are available. Lacking new facilities to accommodate program expansion, or absorption of increased public demand, the service capabilities of the Department will continue to be impeded. The same condition exists for all general categories of recreation listed in the table below.

Functional Organizational Structure Recreation Programs/Services



SUB-FUNCTIONS

Registrations

- Scheduling
- Accounting - Fees, Deposits, Refunds
- Notification

Reservations

- Scheduling
- Accounting - Fees, Deposits, Refunds
- Notification

Recreation Programs

Acrylic Painting	Adult Basketball
Missoula Children's Theatre	Oil Painting
Theatre	Music for Munchkins
Pre-Ballet	Pre-School Playhouse
Quilting	Rise & Shine Aerobics
Salsa Dance Classes	Senior Volleyball
Skyhawks Sports Camps – Rollerblading/Golf	Spring Break Day Camp
Spring Egg Hunt	Sports XCELER8 Programs – Basketball/Baseball
Star Party	Tai-Chi
Teen Basketball	Teen Dances
Tennis Camps	Tennis Lessons
Tennis Tournaments	Tiger Kids Martial Arts
Adult Watercolor	Argosy Christmas Ship
Baby & Me	Ballroom Dancing
Before and After School Programs	Belly Dancing
Des Moines Elementary School	Camp KHAOS and K2
North Hill Elementary School	CPR & 1 st Aid Classes
Parkside Elementary School	Feng Shui
Woodmont Elementary School	Halloween Carnival
Boatsmart Safe Boating Classes	Indoor Playground
Cardio Step and Lift Aerobics	Mid Winter Break Camp
Dog Obedience	Mini Kickers Soccer
Gymnastics for Tots	
KHAOS Sports Camps-Basketball/Soccer/Baseball	
Kickboxing/ Aerobics	
Kids in the Kitchen	
Little Champs	
Mini KHAOS	

As the season changes, the variety and number of programs provided by the Department changes, peaking during the summer months.

The following describes the number of free and paid program registrants for recreation programs, as well as Field and Facility Rental users, by the season and by the quarter for the 2002 calendar year, for various recreation programs provided by the City

Table 3-9
City of Des Moines
Recreation Programs Enrollment/Attendance
Jan.2002 – Dec. 2002

PROGRAM CATEGORY	FIRST QTR. 2002	SECOND QTR. 2002	THIRD QTR. 2002	FOURTH QTR. 2002	ANNUAL TOTALS
Paid Program Participants	2,286	2,626	1,282	3,518	9,722
Free Program Participants	513	490	109	77	1,189
Field/Facility Rental Users	2,945	7,444	7,445	13,437	31,271
Totals	5,754	10,560	8,836	17,032	42,182

SOURCE: City of Des Moines, Parks, Recreation & Senior Services Department

3.7 Senior Programs & Services

Des Moines Activity Center: Provides a community focal point where older adults come together for services and activities that reflect their experience and skills, respond to their diverse needs and interests, enhance their dignity, support their independence and encourage their involvement in and with the Center and the Des Moines community.

Programming for seniors is a very important category of recreation services and is largely dependent upon the expressed needs of seniors who participate in City sponsored or supported senior activities. There is a self-direction and programming quality to senior citizens services that should be respected. The several programs currently provided, such as excursions, dances, classes, meals-on-wheels, games, socials and other self directed activities should be continued and improved upon in terms of scope and number of persons served.

Functional Organization Structure Senior Services

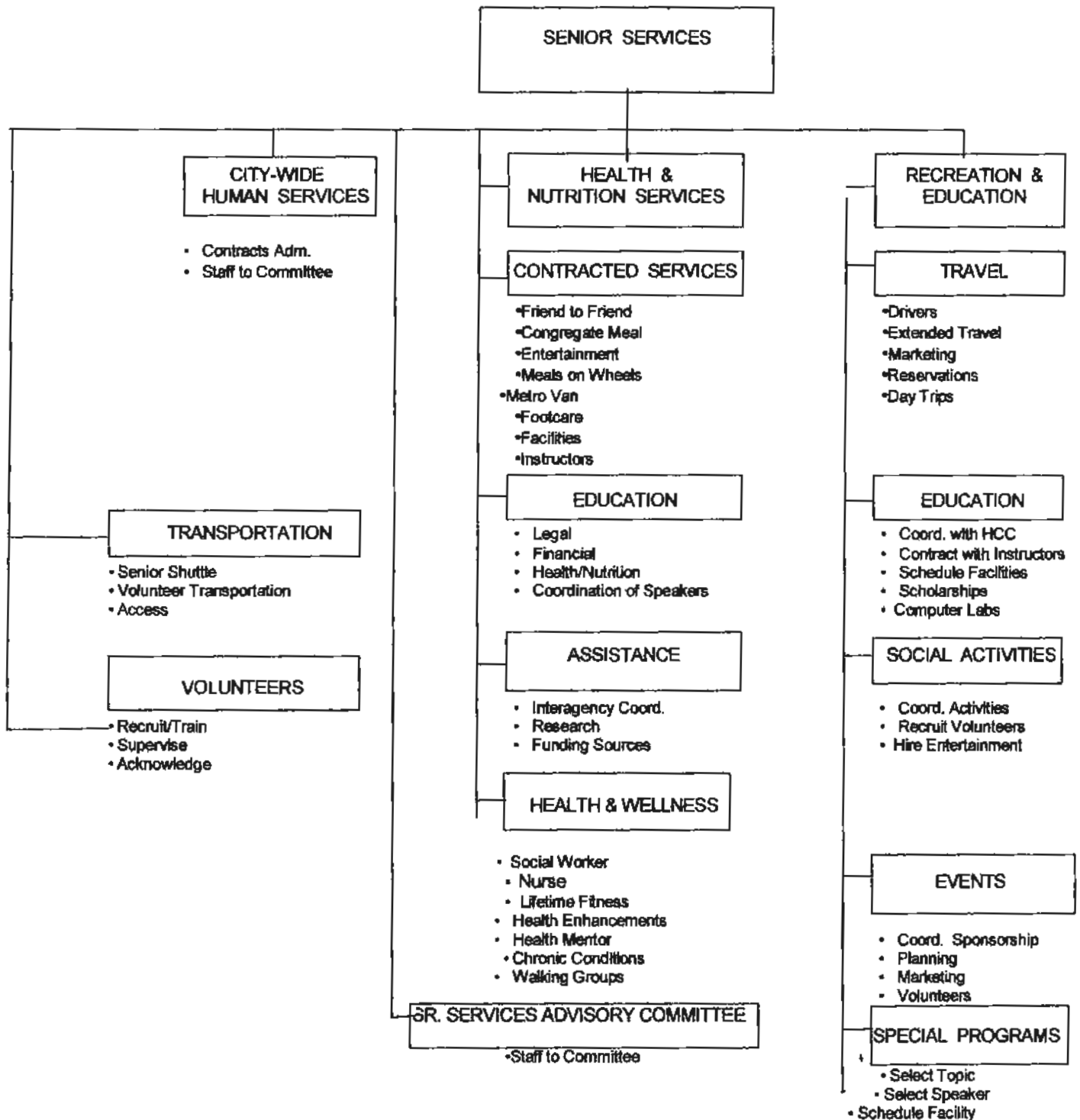


Table 3-10

**City of Des Moines
Senior Programs & Services Enrollment
2002**

PROGRAM CATEGORY	NUMBER OF PARTICIPANTS BY SEASON				DUPLICATED ANNUAL TOTALS
	WINTER	SPRING	SUMMER	FALL	
Classes					
Nutrition	2,564	3,084	2,933	2,298	10,879
Services	792	652	632	630	2,628
Social Activities	1,150	1,215	1,305	1,284	4,934
Special Events	870	470	455	410	2,205
Sports	130	325	190	130	775
Travel/ Trips	140	169	321	147	777
Volunteers	400	432	452	414	1,698
Workshops	205	208	200	191	804
Totals	6,251	6,553	6,488	5,484	24,698

SOURCE: City of Des Moines, Park, Recreation and Senior Services Department

Current recreation programs and services including all classes, sports programs, special events and other recreation services provided for older adults are as follows:

Classes

Yoga
Lifetime Fitness
Senior Exercise
Clogging
Line Dance
Folk Dance
Swing Dance
Horticulture
Art History
Beginning Spanish

Bridge Lessons
Defensive Driving
Watercolor
Computer Classes
Internet
Intermediate Spanish
Tai Chi
Mah Jong
Flex Appeal
Bodies In Motion

Stretch & Tone
Waltz
Rumba/Samba
West Coast Swing

Workshops

Downsizing Tips
Estate Sales
Reverse Mortgage
Self-Esteem
Housing Repair
Powder Puff Auto Mechanics
Stay Safe Around Animals
Bank Fraud
Macular Degeneration
Estate Preservation

Long Term Care
Can You Hear, Dear
Lighten Up Weight Loss
Secrets of Happiness
Caregiving Resources
Medications and the Internet
Take Charge of Your Health
How to Buy a Computer
Fix This!
Life's Transitions

Services

Senior Rights
Income Tax Assistance
Footcare
Blood Pressure Checks
Meals on Wheels
Information/Referrals
Books & Videos
Mr. Fix It

Health Enhancement
Legally Speaking
Hearing Aid Checks
Hair Care
Hot Lunch Program
Pet Food Assistance
Medical Lending
Hair Cuts

Internet Services
Money Talks
Mobile Mammograms
Senior Shuttle
Computer Labs
Large Print Library
Aquarium Tickets
METRO Bus Passes – 200 Tickets

Social Activities

Contract Bidge
Duplicate Bridge
Softball
Crafts/Conversation Dances
Day Trips
Out to Lunch Bunch

Pinochle
Hiking
Volleyball
Newcomers
Extended Travel

Mah Jong
Golf
Garden Club
Overnight Trips

Volunteer Opportunities

Nutrition Program
Instructors
Activity Leaders
Web Page
Office Support

Senior Transportation
Special Events
Marketing/Publicity
Data Entry
Meals on Wheels

Special Events

Valentines
April Fools
Fathers Day
Spaghetti Bash/Bake Sale
Halloween
Holiday Gift Exchange

St. Patricks
Cinco de Mayo
4th of July
Way Off Broadway
Veterans Day

Chowder Night
Mothers Day
Grandparents Day
Wreath Sales
Thanksgiving

3.8 Park Operations/Maintenance

Park Operations: Provides safe, aesthetically pleasing and usable parks, recreation facilities, special parkways, and City buildings for use by the public and City Staff.

This responsibility can be obtained by implementing a maintenance management system. This system is essential to the functional requirements and tasks that protect the quality and value of public parks and recreation assets. There are three (3) basic elements of the maintenance management system. These are: 1) Mission & Objectives Statement, 2) Organizational Arrangement, and 3) Systems & Procedures.

1. Mission & Objectives

The Park Operations Mission & Objectives are organized on the basis of the four key functional categories listed below.

- Develop and implement regularly scheduled routine, reactive, and preventive maintenance programs.
- Develop and implement support program and operation support on a scheduled and coordinated effort to interdepartmental programs – Recreation and Senior Services programs and special events, intradepartmental projects, other City Departments, and community special events.
- Develop and administer the Department's Capital Improvement Program (CIP) and establish the maintenance implications for proposed minor and major capital outlay.
- Develop and coordinate the City's special projects involving new or temporary construction, park or facility modifications, and equipment or furniture transport, set-up and removal.

2. Organizational Arrangement

The existing Park Operations' organizational approach utilizes "scheduled crews" established by the work activity performed to implement the functional categories listed in the above sub-section. For example, a routine maintenance program "scheduled crew" would be the Mowing Crew. The Mowing Crew is responsible turf mowing, trimming and edging and the subsequent clean-up activities from those operations.

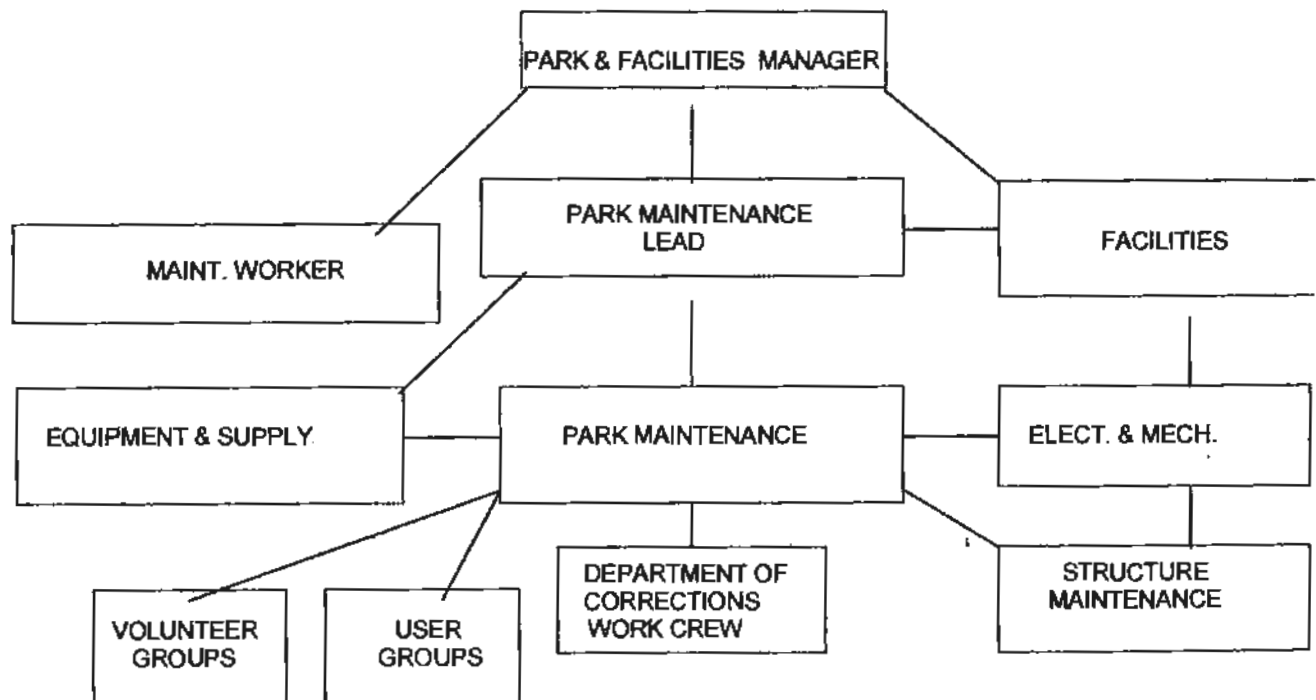
If any organizational changes are to be considered, they should be examined on the basis of providing a more functional arrangement of "in-house" trade skills with outside or private services support assigned to certain routine maintenance tasks. The following organizational chart is structured for the basic alignment of the park operations, buildings and grounds services along functional lines.

The five elements of the organization structure described are administered by the Park Manager who functions as "Chief of Maintenance Services". These elements are:

- Grounds Maintenance Section
- Landscape Maintenance Section
- Building Maintenance Section
- Electrical & Mechanical Maintenance Section
- Central Tools, Warehousing & Supplies

The Park Maintenance Lead function is positioned to be a direct support staff to the Park & Facilities Manager and handles day to day scheduling and coordination with recreation program services staff, record keeping, purchase/work order requests and general filing.

Functional Organization Structure Parks & Facilities Operations



Functional Descriptions:

PARK MAINTENANCE LEAD

- Budget Planning & Control
- Job & Workload Scheduling
- Maintenance Performance Reporting
- Records Management

GROUNDS MAINTENANCE

- Rounds - safety inspection and general clean-up.
- Turf - mow, edge, trim, weed control, top dress, overseed.
- Plants - trees, scrubs, ground cover, seasonal planting, train, trim, special watering and weed control.
- Clinical - fertilizer and pesticide application.
- Sports Areas/Fields - special maintenance and set-up, courts, cleaning and refurbishment.
- Play Equipment - inspect, clean, rake, groom to a constant depth.

ELECTRICAL & MECHANICAL

- Electrical - wiring, conduits, switch boxes and power outlets, electrical lights.
- HVAC - heating, ventilation and air conditioning equipment and systems, mechanical equipment.
- Safety - alarms, security lights, emergency lock-ups, fire extinguishers, kitchen stove and fire systems.

FACILITIES MAINTENANCE

- Custodial - janitorial services, building room set-up, general building up-keep.
- Carpentry - wood construction and repairs, cabinetry, sign installation and repair and general repairs.
- Paint & Sign - interior and exterior painting, paint courts and parking lots stripes.
- Plumbing - irrigation systems, sinks, toilets, drinking fountains, faucets, dish washer and drainage systems.
- Concrete/Asphalt - Form and pour concrete, lay and seal hot or cold asphalt, overlay, fog seal or slurry coat asphalt.

EQUIPMENT & SUPPLIES

- Equipment Replacement - automotive and turf equipment acquisition and replacement; trucks, tractors, mowers, specialty equipment.
- Equipment Maintenance - scheduled maintenance and repairs needed to keep equipment in a safe and efficient working condition.
- Fuel Management - gasoline and diesel and lubricants used for equipment.
- Tool Room - Control tool distribution and maintain inventory.

- Warehouse - supply purchasing, storage, control and distribution (trash bags, paint, and other products). Furniture Inventory & Control.

The skilled crafts labor requirements of Park Operations and City Buildings may suggest that certain routine maintenance functions be contracted with private service providers overall responsibilities contracting maintenance-related work should be assigned through the Park & Facilities Manager. Guidelines should be developed for identifying contract opportunities and assessing their practicality and cost effectiveness.

The major considerations include:

- Statutory/legal requirements
- Cost and scope of work performed
- Manpower availability and special skills requirements
- Special tool or equipment use requirements

Those activities which may be beneficial under long-term service agreements include routine HVAC systems service maintenance, electrical vaults and sports lighting, major painting projects and other minor capital projects involving facilities or infrastructure.

3. *Systems & Procedures*

Several systems and procedures are needed for a comprehensive maintenance management system. The following system and procedures have been adopted to plan and control work programs involving maintenance services:

a. Facility Inventory Record System:

- Description and location of facility (site).
- Date of construction and/or installation of any improvements to sites or structures.
- Areas (types) in terms of square feet, linear feet or volume.
- Fixtures and mechanical/electrical equipment descriptions.
- Location of reference materials, drawings, specifications, technical data, manufacturers maintenance manuals and technical literature.
- Other pertinent data regarding construction or maintenance of the site/facility.
- Create a computer based facilities inventory file and data retrieval system.

b. Maintenance Workloads Schedule:

- All routine maintenance schedules should describe facilities, grounds and equipment service requirements in relation to manpower, materials and equipment or tools required to perform the required tasks.

- Define maintenance levels in order of magnitude (I, II, III & IV) with Level I being the highest service level of preventive maintenance task scheduling and Level IV being the lowest, often deferred tasks level.
 - Schedule capital outlay and deferred maintenance projects on the basis of pre-determined "project" labor and material requirements so as to reduce impacts on normal maintenance functions.
 - Develop an on-going program of routine, reactive and preventive maintenance using an inventory performance standard and calendar task spread sheet.
- c. **Inspection & Reporting Procedure:**
Formation of a program of regular inspection of the City's Park System should include the following procedures:
- Identify maintenance deficiencies and make corrective recommendations for action.
 - Identify potential failures of plant life, structures, utility systems and mechanical systems.
 - Adopt a preventative maintenance inspection program including written instructions regarding what is to be inspected, measurements to be taken and service requirements.
 - Establish a system of posting inspection records for follow-up on required maintenance services.

The following tables explain the maintenance levels incorporated to manage the maintenance services work program:

Table 3- 11
Parks, Recreation & Senior Services
Maintenance Management System Level I Services

The highest level of routine preventative maintenance services applied to high quality landscape improvements with high traffic urban areas such as plazas, play equipment, neighborhood parks and community parks.

1. **TURF CARE - GRASS** - Grass height maintained according to species and variety of grass mowed at least once every five working days, but may be as often as once every three working days. Aeration as required, not less than four times per year. Reseeding or sodding as needed. Weed control should be practiced so that no more than one percent of the surface has weeds present. Some pre-emergent products may be utilized at this level depending on the season.

Nitrogen, phosphorus and potassium percentage should follow local recommendations from the County Extension Service. Trees, shrubs and flowers should receive fertilizer levels to ensure optimum growth.

3. **IRRIGATION** - Sprinkler irrigated. Electric automatic systems are commonly used. Some manual systems could be considered adequate under plentiful rainfall circumstances and

adequate staffing. Frequency of use following rainfalls, temperature, seasonal length and demands of plants material.

4. LITTER CONTROL - Minimum of once per day, 7 days per week. Extremely high visitation may increase the frequency. Receptacles should be plentiful enough to hold all trash generated between servicing depending on the season.
5. PRUNING - Usually done at least once per season unless species planted dictate more frequent attention. Sculptured hedges or high growth species may dictate a more frequent requirement than most trees and shrubs in natural, growth style plantings.
6. DISEASES & INSECT CONTROL - Usually done when disease or insects are inflicting noticeable damage, reducing vigor of plant materials or considered a bother to the public. Some preventative measures may be utilized such as systemic chemical treatments, cultural prevention of disease problems can reduce time spent in this category. Some minor problems may be tolerated at this level.
7. SNOW REMOVAL - Snow removal by noon the day following snowfall. Gravel or snowmelt may be utilized to reduce ice accumulation.
8. LIGHTING - Replacement on a scheduled frequency and/or repair of fixtures when observed or reported not working.
9. SURFACES - Should be cleaned, repaired, repainted or replaced when appearance has noticeably deteriorated.
10. REPAIRS - Repairs to all park elements of the design should be done immediately upon discovery provided replacements parts and technicians are available to accomplish the job. When disruption to the public might be major, repairs may be postponed to a time period which is less disruptive.
11. INSPECTION - Inspections of this area should be done daily by a trained staff member.

should ensure an adequate supply of paper and that restrooms are reasonably clean and free from foul odors.

14. SPECIAL FEATURES - Should be maintained for safety, function and high quality appearance as per established design.

Table 3-12
Parks, Recreation & Senior Services
Maintenance Management System Level II Services

The moderate level of maintenance services for locations with moderate level of development and visitation rates.

1. TURF CARE - Cut once every 5 working days. Normally not aerated unless turf quality indicates a need or in anticipation of an application of fertilizer. Reseeding or sodding done only when major bare spots appear. Weed control measures normally used when 50 percent of small areas is weed infested or general turf quality low in 15 percent or more of the surface.
2. FERTILIZER - Applied only when turf vigor seems to be low. Low level application done on a once per year basis. Rate suggested is one-half the level recommended for species and variety.
3. IRRIGATION - Dependent on climate. Rainfall locations above 25 inches a year usually rely on natural rainfall with the possible addition of portable irrigation during periods of drought. When irrigation is automatic, a demand schedule is programmed. Where manual servicing is required, two to three times per week operation would be the norm.
4. LITTER CONTROL - Minimum service of two to three times per week. High use may dictate higher levels during warm weather.
5. PRUNING - When required for health or reasonable appearance. With most tree and shrub species this would not be more frequent than once every two or three years.
6. DISEASE & INSECT CONTROL - Done only on epidemic or serious complaint basis. Pest, weed and rodent control measures may be put into effect when the health or survival of the plant material is threatened or where public's comfort is concerned.
7. SNOW REMOVAL - Snow removal done based on local law requirements but generally accomplished by the day following snowfall. Some crosswalks or surfaces may not be cleared at all.
8. LIGHTING - Replacement or repair of fixtures when report filed or when noticed by employees.
9. SURFACES - Cleaned on complaint basis. Repaired or replaced as budget allows.
10. REPAIRS - Should be done whenever schedules will allow, but should be done immediately when safety or function is in question.
11. INSPECTIONS - Once per week.
12. FLORAL PLANTING - Only perennials or flowering trees or shrubs.
13. RESTROOMS - When present, serviced minimum of 5 times per week. Seldom more than once per day.
14. SPECIAL FEATURES - Minimum allowable maintenance for features present with function and safety in mind.

Table 3- 13
Parks, Recreation & Senior Services
Maintenance Management System Level III Services

A moderately low level of maintenance, deferred maintenance and remedial maintenance activity associated with sites or facilities that have low visitor rates.

1. TURF CARE - Low frequency mowing schedule based on species. Low growing grassed may not be mowed. High grassed may receive periodic mowing to aid public use or reduce fire danger. Weed control limited to legal requirement of noxious weeds seasonally.
2. FERTILIZER - Not fertilized.
3. IRRIGATION - No irrigation.
4. LITTER CONTROL - Once per week or less. Complaint may increase above one servicing.
5. PRUNING - No regular trimming. Safety of damage from weather may dictate actual work schedule.
6. DISEASE & INSECT CONTROL - None except where epidemic and epidemic condition threatens resource or people.
7. SNOW REMOVAL - None except where major access ways or active parking areas dictate the need.
8. LIGHTING - Replacement on complaint or employee discovery.
9. SURFACES - Replaced or repaired when safety is a concern and when budget is available.
10. REPAIRS - Should be done when safety is a concern and when budget is available.
11. INSPECTIONS - Once per month.
12. FLORAL PLANTINGS - None, may have wild flowers, perennials, flowering trees or shrubs in place.
13. RESTROOMS - When present, five time per week.
14. SPECIAL FEATURES - Minimum maintenance to allow safe use.

Table 3-14
Parks, Recreation & Senior Services
Maintenance Management System Level IV Services

Minimum maintenance, very low visitor rate and areas of undeveloped land.

1. TURF AREAS - Not mowed. Weed control only if legal requirement demand it.
2. FERTILIZER - Not fertilized.
3. IRRIGATION - No irrigation.
4. LITER CONTROL - On demand or complaint basis.
5. PRUNING - No pruning unless safety is involved.
6. DISEASE & INSECT CONTROL - No control except in epidemic or safety situations.
7. SNOW REMOVAL - No snow removal.
8. LIGHTING - Replacement on complaint basis.
9. SURFACES - Serviced when safety is consideration.
10. REPAIRS - Should be done when safety or function is in question.
11. INSPECTION - Once per quarter or every 3 months.
12. FLORAL PLANTINGS - None.
13. RESTROOMS - Service based on need.
14. SPECIAL FEATURES - Service based on lowest acceptable frequency for feature.
15. Safety and function interruption a concern when either seem significant.

City of Des Moines

2003 Parks, Recreation & Senior Services
Master Plan

Proposed Acquisitions

Future Proposed City Acquisitions



- A. East Woodmont Area**
*Neighborhood Park
(Property to be determined)*
- B. Pacific Ridge Area**
*Neighborhood Park
(Property to be determined)*
- C. Woodmont Park Expansion**
*Conservancy Park
Property south of Woodmont Park*

Future Proposed Interlocal Acquisitions



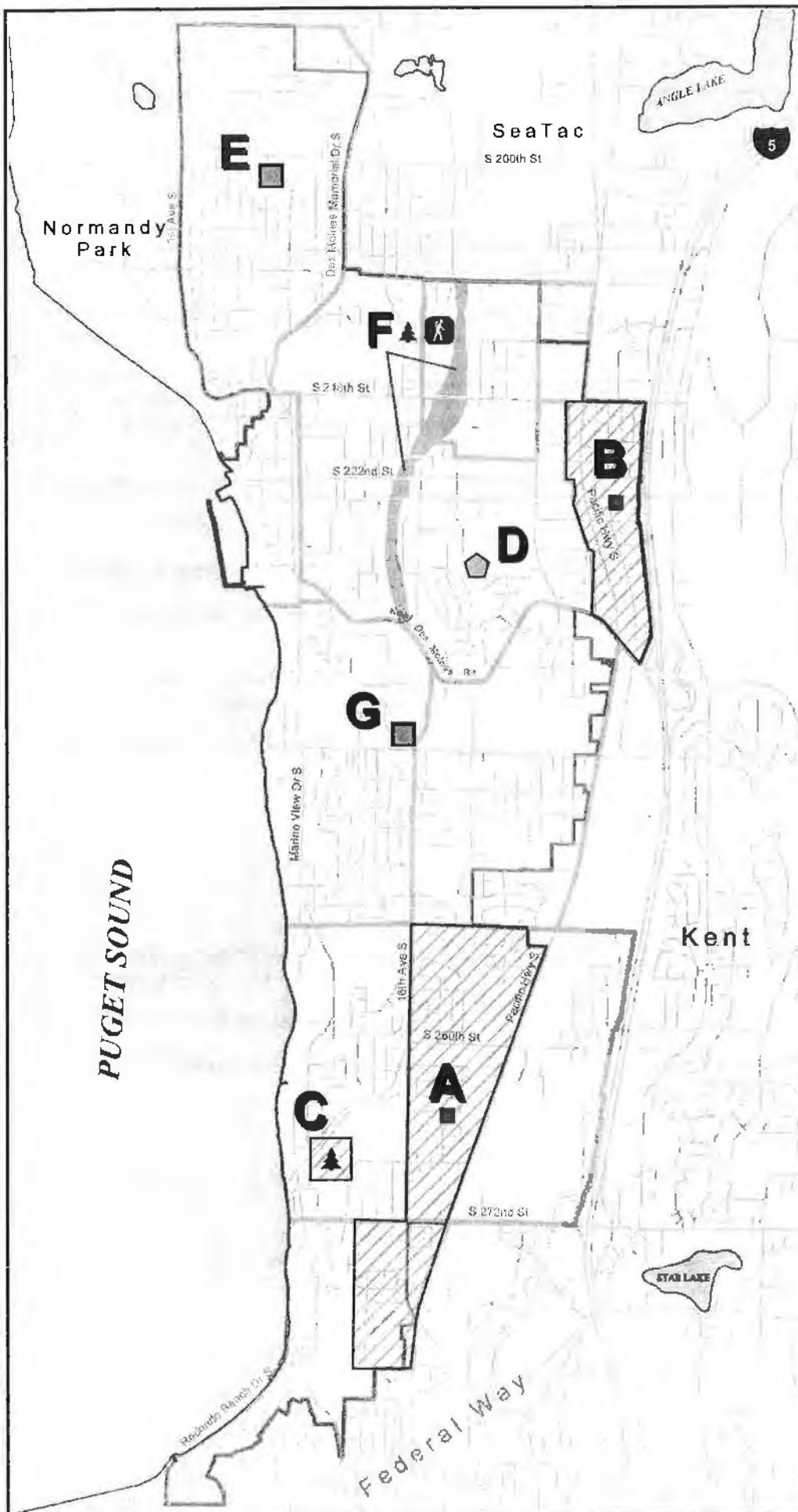
- D. Mt. Rainier Pool**
*Regional Park
Owned by King County*
- E. Olympic Elem. School**
*Community Park
Owned by Highline S. D.*
- F. SR 509 Right of Way**
*Trail and Conservancy
Owned by Washington State*
- G. Zenith Park**
*Community Park
Owned by Highline S. D.*

Park Types

- Neighborhood
- Community
- Conservancy
- Regional
- Trail
- Des Moines City Limits
- Planning Area Boundary



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City of Des Moines

2003 Parks, Recreation & Senior Services
Master Plan

Repairs and Renovations

Future Proposed Facility Repairs and Renovations

- A.** Cecil Powell Park
- B.** Des Moines Beach Park
- C.** Des Moines Activity Center
- D.** Des Moines Field House
- E.** Kiddie Park
- F.** Midway Park
- G.** Parkside Park
- H.** Westwood Park
- I.** Wooton Park

Future Proposed Interlocal Facility Repairs and Renovations

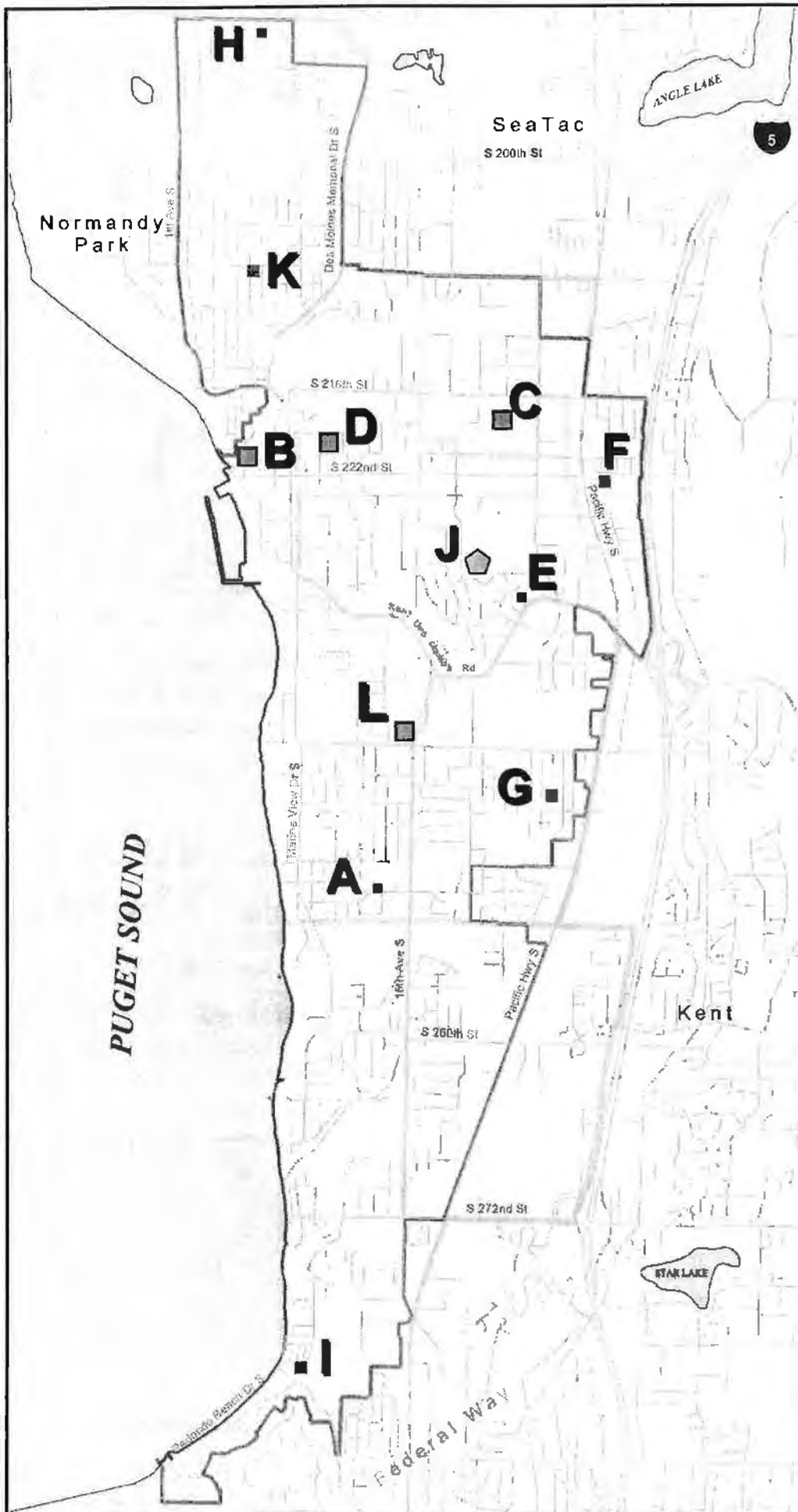
- J.** Mt. Rainier Pool
(Owned by King County)
- K.** Water Tower Park
(Owned by Highline Water District)
- L.** Zenith Park
(Owned by Highline School District)

Park Types

- Mini
- Neighborhood
- Community
- ⬡ Regional
- ▭ Planning Area Boundary
- ∩ Des Moines City Limits



File: MP_FutureRepairs.mxd February 2003
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City of Des Moines

2003 Parks, Recreation & Senior Services
Master Plan

New Park Development Projects

Future Proposed New Development

- A. Community Center
- B. Des Moines Creek Trail Phase II
- C. East Woodmont Park
(Site To Be Determined)
- D. Pacific Highway Streetscapes
- E. Pacific Ridge Park
(Site To Be Determined)
- F. Steven J. Underwood
Memorial Park Phases I-B & II

Future Proposed Interlocal New Development

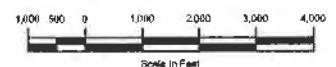
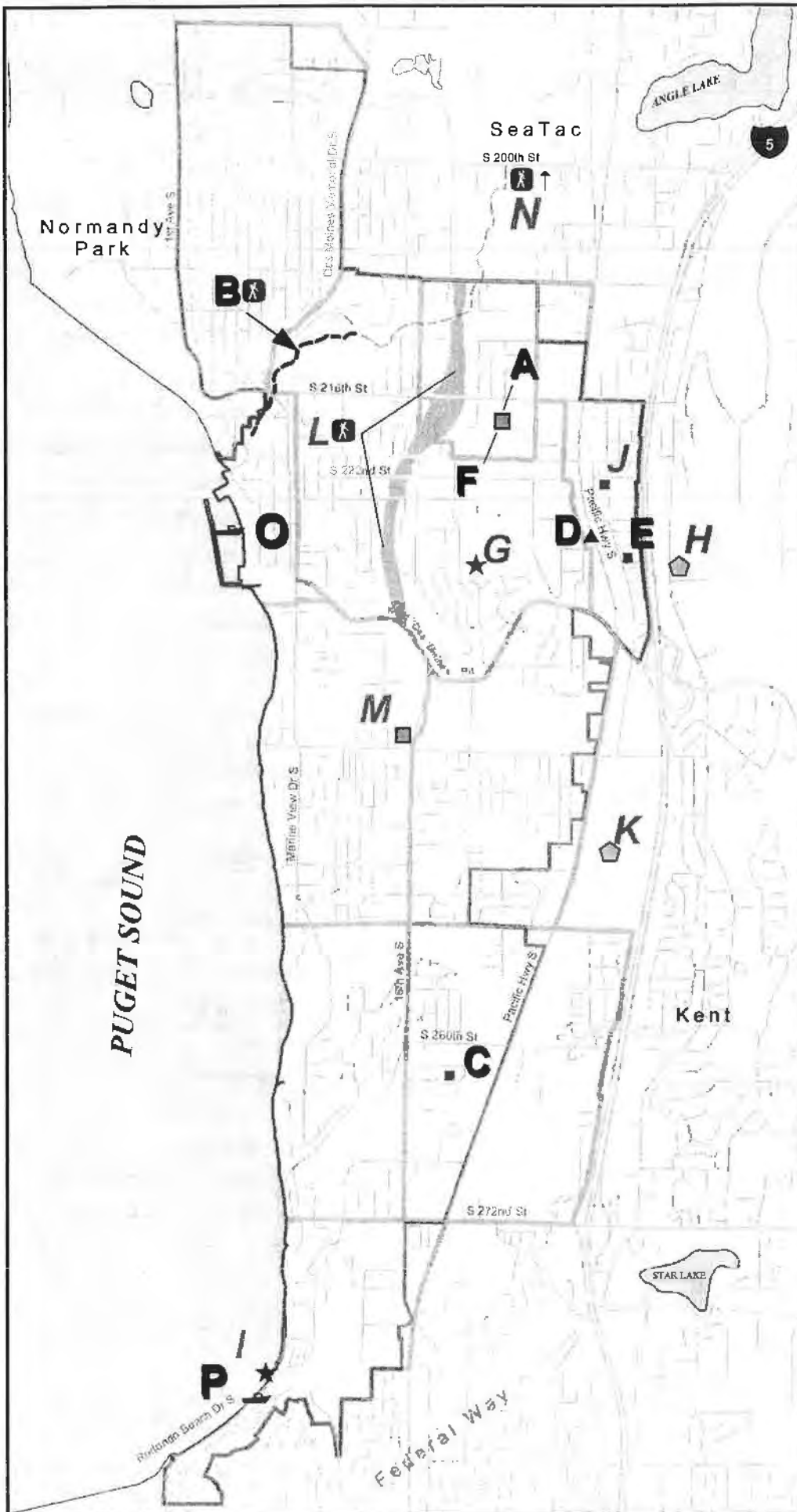
- G. Aquatics Facility
(Site To Be Determined)
- H. Dog Park (Grandview Park Site)
- I. Highline Community College
Pier Improvements
- J. Midway Park Expansion
- K. Sounder's Stadium & Fields
- L. SR 509 Right of Way Trail
- M. Zenith Park Improvements
- N. Des Moines Creek Trail
(SR 509 Connection)

Future Proposed Waterfront Development

- O. Des Moines Marina
- P. Redondo Beach Park

Park Types

- Neighborhood
- Community
- Regional
- ▲ ROW
- ★ Special
- Trail
- Waterfront
- ~ ParkTrails_Polyline



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Section 4

Costs & Funding

The Costs & Funding Sources

Section 4

Costs & Funding

The Costs & Funding Sources

This section projects probable costs for land acquisition, site and facility development and maintenance services.

Descriptions of funding programs are discussed on the basis of creating three (3) principal funding elements. These are: 1) tax revenue based sources of funds as administered through the City General Fund and Capital Improvement Plan Fund processes, 2) revenue created through a user fees for certain recreation activities, and 3) the revenues through enterprise activity which includes public and private partnerships, lease agreements and/or operating and concession agreements for the development of commercial recreation.

4.1 Parks, Recreation & Senior Services Development Costs

The cost projections identified are for acquisition of land, site development, facility improvements operations and maintenance services.

Units of cost such as dollars per acre or some other cost unit are based on: 1) 2003 dollar values, 2) the Consumer Price Index (CPI) for the Seattle SMSA, 3) comparative values of land by land use category, and 4) comparisons of other public agency costs for parks and recreation services.

The cost of maintenance is generally based on the level of service and performance standards by public agencies for a well structured, routine and preventative maintenance program that meets municipal safety and liability requirements.

Acquisition Costs

Comparative values for lands in various land use classifications are used to project the probable costs associated with land acquisition. The actual cost of land will vary greatly depending on economic conditions and the terms being sought by the City in any transaction involving acquisition of real property.

The following illustrates 2003 comparative land values which are averaged cost per acre and per square foot (s.f.) for the City of Des Moines and its surrounding areas.

Table 4-1
Comparative Land Values
2003

<u>LAND CATEGORY</u>	<u>COST PER ACRE/ S.F.</u>
Residential	\$1.50 to \$2.50/ S.F.
Residential (view)	\$2.50 to \$15.00/ S.F.
Commercial	\$3.50 to \$22.00/ S.F.
Light Industrial	\$2.50 to \$8.50/ S.F.
Open-Space	\$15,000 to \$90,000/ Acre

SOURCE: King County Real Estate Comparable Land Values

Park land acquisition costs may be mitigated by land donations, trades, lease/purchase agreements, easements and/or interlocal agreements with schools.

Facility costs (site improvements, structures and amenities) are indicated by park unit/classification on a cost per acre basis. Actual costs will depend upon planning, design and development expenses. The improvements that result from design decisions will influence the cost for a particular park or recreation improvement project. Projections of probable costs are, therefore, shown in a range based on comparative costs adjusted for the City of Des Moines.

Site/Facilities Development Costs by Park Classification

The following represents cost of site and facilities improvements projected by park classification. Capital costs are expressed in 2003 dollar values and based on comparisons of park development projects in the Seattle/King County region and other recent park development programs.

The actual dollar amounts for capital improvements and the associated maintenance cost are estimates only. Property acquisition costs will differ based on property size, zoning, topography, soil conditions and surrounding environment. Facility construction costs will differ based on whether infrastructure and utilities are in place and the amenities and materials required for project development. Maintenance costs are based on the type and amount of use, safety and security and cost of supplies required for proper care of the facility.

Table 4-2
Capital Development Cost &
Maintenance Impact Projections

<u>FACILITY</u>	<u>CIP COST</u>	<u>MAINTENANCE COST</u>
Indoor Facility	\$150 - \$ 180 S.F.	\$ 6 - \$10 S.F.
Open Space	\$ 40K - \$ 60K Ac.	\$ 1,000 Ac./Yr.
Mini, Neighborhood & Community Parks	\$150K- \$200K Ac.	\$ 6,000 Ac./Yr.
Sports Fields	\$200K - \$400K Ac.	\$ 9,000 Ac./Yr.
Trails	\$38 L.F./\$200,000Mi.	\$6,000 Mi./Yr.

SOURCE: City of Des Moines Parks, Recreation & Senior Services Department, Cosmopolitan Engineering Group

4.2 Maintenance Costs

As part of Master Plan implementation, it is necessary to structure a maintenance management system that is responsive to the level of development that will occur over time. There are four (4) key areas of maintenance activity that are considered essential:

1. Developing and maintaining a regular program of routine and preventative maintenance.
2. Organizing a maintenance services program which is linked to program and use activities support.
3. Participating in capital budget development and reviewing the impacts upon maintenance demand as a result of capital outlay and facility development activity.
4. Performing or coordinating special projects involving new construction, facility or park site modifications, improvements or renovation.

Peak recreation use periods or program support workloads should be met by shifting selected staff from regular maintenance activities to temporary program support teams. Specialized program support should be covered by multi-craft support teams drawn from the park operations staff and augmented with temporary or part-time employees.

The magnitude of park operations costs are influenced by park design, the amount of development within a park, climate conditions, intensity of use, administrative procedures and policy for maintenance practices. Annual operations and maintenance costs have been identified on the basis of annual cost per acre maintained.

Cost projections for maintenance functions, including contract services, are separated into (5) five categories:

1. Salaries & Wages/Benefits
2. Supplies & Services
3. Minor Tools & Equipment
4. Utilities
5. Capital Equipment

When applying the acre/year cost ratio, the estimates are more static, changing only as the acreage size and facility inventory changes. However, a greater impact on cost changes may occur due to an increased use of individual parks and the City's overall park system. As the parks are improved and better maintained, more people will use them.

If all capital improvement projects, as proposed in the Master Plan, were to be implemented, the increased maintenance cost is projected at \$342,600 as indicated in Table 3-7 Summary of Project Maintenance Increases.

4.3 Administration & Recreation Services Costs

Recreation administrative and program services costs are described on the basis of budget program category and per-capita value. The per-capita ratio of the current population to the level of funding is used as a basis of projecting future costs.

Using a 2003 population figure of 30,000, the annual Park and Recreation services budget is shown in the following Table. Future per-capita rates and budget amounts will depend on inflationary factors, growth in services, political decisions and general economic conditions.

Table 4-3
Parks, Recreation & Senior Services
Annual Per-Capita Operating Cost Projections

PROGRAM CATEGORY	2003 BUDGET	PER CAPITA RATE
Administrative Services	\$314,268	\$ 9.25
Recreation Programs & Services	\$584,454	\$17.19
Senior Services	\$232,273	\$ 6.84
Human Services	\$74,664	\$ 2.20
Operations & Maintenance	\$624,339	\$18.37
City Buildings Services	\$149,745	\$ 4.41
Budget Totals	\$1,979,743	\$58.23

NOTE: Administrative Services budget includes funding for .5 Full time recreation staff
 Park Operations & Maintenance include some non-park support services for special events and program support.
 City Building Services may not apply to actual park and recreation function.
 Human Services allocations are made as direct grants to providing agencies.

Per capita costs will increase due to inflation, increased population and as advances are made toward park development. Also, as the Department improves its standard of maintenance, per-capita cost increases will be experienced.

4.4 Funding Programs

The Parks, Recreation & Senior Services Department is currently funded through a number of tax-based sources, user fees and grant programs administered by local, state and federal agencies.

The basic division of allocation of funds is for a) operations and b) capital improvement programs. The following tables indicate the funding programs available to the Department to carry out its services for the City of Des Moines:

Table 4-4
Parks, Recreation & Senior Services Department
Operating Fund Accounts
FY 2003

FUND	BUDGET AMOUNT
General Property Tax	1,079,095
CDBG Administrative Grant	41,759
Intergovernmental Payments	12,000
Recreation Fees Revenue	525,610
Senior Services Fees Revenue	87,830
Park Operations -Facility Rentals	9,040
Total	\$ 1,755,334

SOURCE: City of Des Moines Parks, Recreation and Senior Services Department

determines appropriate (such as a Levy) for acquisition, development, operations and maintenance of park and recreation facilities.

The following is a brief explanation of funding programs which the City may seek to employ as administrative actions or establish by ordinance:

Concession Contracts

The Department may use concession agreements for selected categories of recreation and senior services programs. Contracts negotiated on a service level, per participant basis, or percentage of gross revenues against a guaranteed minimum should be considered as the need or opportunity becomes apparent.

Concession contracts may be multi-year, renewed annually or for a single activity. Audit procedures and strict performance standards should be established as conditions to the agreement. Such contracts may also provide concessionaire participation in site and/or facilities improvements where long-term relationships are to be established between the City and the contractor.

Corporate Sponsorships

Corporate sponsorships may be used as a way to increase public recreation opportunities by working with corporations in a mutually beneficial environment for the good of the program or project. Examples include Anthony's Restaurant sponsorship of a new kitchen at a Department facility, to be named Anthony's Kitchen or Starbucks sponsorship of the construction of the Plaza at Steven J. Underwood Memorial Park.

Public/Private Partnerships

Partnerships between a private or other public entity and the Department may be used for the public good. For example, a private soccer organization Arena Sports may donate funds to the City to build a new turf soccer field with the understanding that they would either have exclusivity of certain usage times or discounted rates for a finite period of time. Public/private or public/public partnerships are designed to leverage each dollar through the added economics of joint development in areas of acquisition, infrastructure development, maintenance and operations.

Small Business Sponsors

Sponsors wishing for name recognition at public facilities are becoming more and more prevalent and necessary in the current economy. Opportunities may include selling indoor or outdoor panels that recognize local businesses and use the funds to build park amenities or pay for ongoing maintenance or operation of the facilities. Selling drinking fountains or picnic benches at local parks funded by businesses or citizens wishing to put their names on ad panels or on the items.

User Fees

Individual activity fees are initiated to offer certain traditional activities free of any fees or charges while enabling the City to defray facility operating costs and expenses for intensive activities such as league sports. There may be entrance fees for "special use" park facilities and entrance fees plus activity fees at other facilities such as sports parks, pools and commercial recreation centers.

The actual fee schedule is a function of policy and may be subject to annual review. Adoption of user fee schedules should consider "market values" for community based recreation services which have a modifying effect on the amount of user fees charged. User fees do not off-set all public costs for parks and recreation and should be considered an off-set of some recreation program operations and maintenance expenses.

Joint Use - While not actually joint development, there may be opportunities such as joint use parking from an adjacent public or private facility that will reduce the effective cost of the new facility (parking, surface water retention, etc.).

Gifts - Contributions from private trusts, individuals, foundations, service clubs.

Easements - Interlocal, rights-of-way, conservation.

4.5 Potential Funding Sources

The following paragraphs provide an overview of various funding mechanisms for financing the Master Plan development program.

a. Public Statutory Funding Programs

The principal public funding sources applicable to the park and recreation development program are in the categories of local, state and federal programs.

- **Local Funding Programs:**

- Property Tax
- Retail Sales Tax
- Utility Tax
- Interest Earnings
- Hotel/ Motel Tax
- Real Estate Excise Tax
- B & O Tax
- Park Fee In Lieu
- Community Development Block Grant (Local)
- General Obligation Bonds
- Property Tax Levy Lid Lift
- Transportation Improvement Board
- Interfund Transfer
- Sale of Land & ROWs
- Surface Water Management – Capital Developer LID

- **King County & Regional Funding Programs:**

- King County Conservation Futures (Open Space)
- King County Regional Water Quality Block Grant Fund
- Urban Reforestation and Habitat Restoration Grant Fund
- Watershed Action Grant
- King County Landmarks and Heritage Funds
- King County Waste Reduction & Recycling Grant
- King County Arts Commission- Program Funding
- Port of Seattle

- **State Funding Programs:**

- Boating Facilities Program - Marine Recreation Land Act 1964 (Initiative 215)

Non-Highway & Off-Road Vehicle Activities Program (NOVA)
Public Works Trust Fund
Washington State Department of Transportation-TEA- 21
Washington State Historical Capital Fund
Washington State Building for the Arts Capital Fund

Washington State Arts Commission- Program Funding
Washington State Department of Natural Resources
Urban and Community Forestry Program
Salmon Recovery Funding Board

- **Federal Funding Programs:**

Department of Transportation- TEA- 21
TEA National Recreational Trails Fund
National Highway Safety Act
Recreation & Public Purposes Act
Surplus Real Estate Program
Economic Development Administration Grants & Loan Programs
Natural Resource Assistance Grant Programs

It should be noted that most or all of the public funding grant sources listed are highly

frames and participation requirements. Local tax increases are based on statutory authority and/or voted taxpayer approval requiring either simple or super majority passage.

b. Voted Levy Financing Measures

Metropolitan Park District -New legislation passed in 2002 provides for cities to create a Metropolitan Park District to fund parks, recreation and senior services programs, services, facility maintenance and projects. The District could levy up to \$0.75 property tax based on Des Moines \$1.9 Billion assessed valuation. It would require 50% + 1 voter passage. The District could be administered under the auspices of the existing City Council. Therefore an additional layer and/or form of government would not be required.

Levy Lid Lift - Cities may increase property taxes by levy lid lift under RCW 84.55.050. In order to be able to propose a levy lid lift, the jurisdiction's current property tax rate has to be below its maximum amount. A simple majority vote is needed. The proposition put before the voters can limit the period of time for which the additional levy is made, but need not do so unless the proceeds will be used for debt service, in which case it can be for no more than nine years. And the proposition can limit the uses of the funds, but this is not a requirement. This method of park financing has been adopted in cities such as Bellevue, Redmond, and Enumclaw and it will soon to be requested of King County voters in the support of Parks.

c. Public Debt Financing

Public debt funding programs are provided through Washington State statutes for many of the objectives described in the Master Plan. The issuers of public debt financing or obligations include General Law Cities, Joint Powers Authority and/or a Public Development Authority and in some instances a Non-Profit corporation in partnership with a public authority. The legal authority and level of debt (capital) created for each financing technique described in the following text will have to be determined on a case by case basis.

General Obligation Bonds - Used for development of public facilities such as in a special area where there are requirements for infrastructure to allow development to progress for

public facilities. Funds may be used for revenue generating projects that retire the debt on an accelerated basis, however, the public debt remains with the taxpayer. Under a voted general obligation bond, voters would authorize a City issued bond and simultaneously authorize the city to increase property taxes to pay debt service on the bond. To be approved, the ballot measure must receive a 60% approval and the total number of "Yes" votes must at least be equal to 40% of the number of voters who voted in the most recent general election. State law limits the amount of voted general obligation bonds that a City can issue to 2.5% of the cities assessed valuation.

Councilmanic (Limited Tax) General Obligation Bonds - The governing body of a City can authorize the issuance of limited tax general obligation bonds. While these bonds would not have a dedicated source of payment, such as an excess property tax levy, they would be secured by pledge of the city to pay debt service. State law limits the amount of limited tax general obligation bonds that a city can issue to 1.5% of the City's assessed valuation.

Revenue Bonds - Revenue bonds encompass a broad category of financing mechanisms. For the purposes of project development, such as golf courses, etc., revenue bonding procedures may be used based on authorizing statutes or based on lease hold values of land, facilities and operating entities that create a cash flow. Cities also have authority to issue revenue bonds for utility purposes such as water service, sewer service, refuse and storm water drainage.

Joint Powers Authority - Normally a public authority formed from two or more governmental or non-profit entities and based on lease agreements, project revenues and insurance programs. Most often these projects are public facilities, however, they can be joint public and private.

Certificates of Participation - Used for the acquisition of real property, facilities development and equipment in projects designed for revenue generation. The "C.O.P.'s" may be used to finance public/private ventures where lease agreements, project revenues and project insurance programs become the form of security. The main advantage for using COP's is lower financing costs for the individual user. COP's are structured to pool funding needs into larger offerings of securities. Cities will utilize a COP for financing acquisitions that are too small economically to justify a bond issue. COP's are subject to statutory debt limitations.

Lease Revenue Bonds - Like certificates of participation, are based on a lease agreement and are not subject to the constitutional debt limitation. However, lease revenue bonds require that the lessor be either a governmental entity approved to issue the bonds or a non-profit corporation that issues the bonds on behalf of a government body. Lease revenue bond proceeds may be combined with tax based revenues to support the cost of land acquisition, facilities and operational expenses. Thus a private discretionary resource of funds and a public resource of funds combine to achieve a financing objective.

Special Assessment - Special assessments may be created where the public benefit of the assessment can be clearly defined and there is a public purpose and the total assessment does not exceed the cost of the improvement and related bond financing.

**2003 Parks, Recreation and Senior Services
Master Plan
Priority Projects Funding Plan**

CIP PROJECTS APPROVED 2004-2008		2004	2005	2006	2007	2008	2009	2004-2008 MCI Notes
	Steven J. Underwood Memorial Park Phase --IB Community Center	\$160,512				\$6,643,440		MCI Bond Issue, Other ?
	Steven J. Underwood Memorial Park Phase --II Parks Play Equipment Repairs & Replacement	\$78,410	\$858,720 \$161,930	\$360,000 \$145,016	\$72,420	\$60,440		Other? MCI, CDBG, IAC Grants
TOTAL PARKS & RECREATION MCI PROJECTS		\$238,922	\$1,020,650	\$505,016	\$72,420	\$6,703,880		\$8,540,888
	2004-2008 MCI Park Revenues Budgeted:							
	Park In Lieu Fees	\$55,000	\$50,000	\$50,000		\$100,000		\$255,000 Park In Lieu Fees
	REET	\$118,922	\$96,930	\$125,016	\$62,420	\$60,440		\$463,728 REET
	CDBG (Project Specific)	\$65,000	\$65,000					\$130,000 CDBG (Project Specific)
	GRANTS (Project Specific)		\$250,000	\$120,000	\$10,000			\$380,000 GRANTS (Project Specific)
	OTHER REVENUE/To be Determined		\$558,720	\$210,000		\$6,543,440		\$7,312,160 To Be Determined
TOTAL CIP FUNDS AVAILABLE		\$238,922	\$1,020,650	\$505,016	\$72,420	\$6,703,880		\$8,540,888 Adopted MCI

ITEM #	PRIORITY 1- URGENT MASTER PLAN PROJECTS	2004	2005	2006	2007	2008	2009	Project Notes
1.a	Activity Center Acoustics, Walks & Landscaping	\$39,000						Reprogrammed Funds Request
1.b	Activity Center Sidewalk to 216th & Patio		\$56,672					Reprogrammed Funds Request
2.a.	Beach Park Master Plan	\$75,000						Reprogrammed Funds Request
2.c	Beach Park (Play Area, Paths, Picnic Shelter, Restroom Repair)				\$68,200			MCI Funded Project
3.a	Midway Park Play Area Improvements	\$81,000						MCI Funded Project
3.b	Midway Park Expansion	\$62,200						Reprogrammed Funds Request
4.a	Underwood Park Phase IB- 1 Field & Restrooms	\$160,400						MCI Funded Project
4.b	Alternate IB Lighting for 1 field	\$160,000						MCI (IAC Grant Funding Request)
4.c.	Underwood Phase II Soccer Field \$1,079,085 (Additional Ballfield Lights \$300,000)		\$539,543 \$300,000	\$539,543				Reprogrammed Funds Request MCI (IAC Grant Funding Request)
Sub Total - Urgent Projects Expenditures		\$577,600	\$896,215	\$539,543	\$68,200	\$0	\$0	\$2,081,558
	Proposed Urgent Project Revenues:							
	Reprogrammed from Approved 2004-2008 Park Projects-							
	Park In Lieu Fees	\$55,000	\$50,000	\$50,000				\$155,000 Park In Lieu Fees
	REET	\$118,922	\$96,930	\$125,016	\$62,420			\$403,288 REET
	CDBG (Project Specific)	\$65,000	\$65,000					\$130,000 CDBG (Project Specific)
	New Project Funding-							
	Add Grants/Donations (Project Specific)	\$160,000	\$300,000	\$100,000	\$10,000			\$570,000 Grants (Project Specific)
Sub Total- Urgent Project Revenues		\$398,922	\$511,930	\$275,016	\$72,420			\$1,258,288 2004-2009 Total
Additional Reprogrammed MCI/Other Funds Needed		\$178,678	\$384,285	\$264,527	-\$4,220			\$823,270 MCI Reprogrammed

**2003 Parks, Recreation and Senior Services
Master Plan
Priority Projects Funding Plan**

ITEM #	PRIORITY 1- OTHER MASTER PLAN PROJECTS	2004	2005	2006	2007	2008	2009	Project Notes
2.b.	Beach Park Restoration Project					\$200,000	\$300,000	Reprogrammed Funds Request
5.	Field House Park Improvements			\$78,570				MCI Funded Project
6.	Cecil Powell Park Improvements			\$41,680				MCI Funded Project
7.a	Parkside Park Play Area Improvements			\$66,100				MCI Funded Project
7.b	Parkside Park Walks & Sports court				\$81,150			Reprogrammed Funds Request
8.	Wooton Park Improvements				\$42,770			MCI Funded Project
9.	Kiddie Park Improvements					\$27,949		MCI Funded Project
10.	Westwood Park Improvements					\$2,600		Reprogrammed Funds Request
11.	Water Tower Park Improvements					1,000		Reprogrammed Funds Request
12.a	Zenith Park Play Equipment					\$71,000		MCI Funded Project
13.	Community Center (deferred to 2015)							Voted Bond- Ad Hoc Postponed
Sub Total- Other Priority 1 Projects Expenditures		\$0	\$0	\$186,350	\$123,920	\$302,549	\$300,000	\$912,819 2004-2009 Total
	Proposed Other Project Revenues:							
	Reprogram from Approved 2004-2008 Park Projects-							
	Park In Lieu Fees				\$50,000	\$50,000		\$100,000 Park In Lieu Fees
	REET					\$60,440		\$60,440 REET
	CDBG (Project Specific)							
	Grants/Donations (Project Specific)				\$10,000			\$10,000 Grants (Project Specific)
	New Project Funding-							
	New 2009 MCI Funds						\$300,000	\$300,000 New MCI
	Park In Lieu Fees							
Sub Total- Other Priority 1 Project Revenues		\$0	\$0	\$0	\$60,000	\$110,440	\$300,000	\$470,440
Additional Reprogrammed MCI/Other Funds Needed				\$186,350	\$63,920	\$192,109	\$0	\$442,379 MCI Reprogram/Other

ITEM #	OTHER PRIORITY MASTER PLAN PROJECTS	2004	2005	2006	2007	2008	2009	Project Notes
14.	Regional Aquatics Facility- priority 1	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	
12.b	Zenith Park Additions- priority 3						\$261,464	
15.	Des Moines Creek Trail - Phase II- priority 1						\$200,000	
16.a	East Woodmont Park- priority 2						\$300,000	
16.b	East Woodmont Park- priority 2						\$447,126	
17.a	Pacific Ridge Park- priority 2						\$200,000	
17.b	Pacific Ridge Park- priority 2						\$229,477	
Sub Total - Other Projects Expenditures		\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$1,713,067	\$2,088,067 2004-2009 Total
Sub Total - Other Projects Revenues (To be Determined)		\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$1,713,067	\$2,088,067
Additional MCI/Other Funds Needed		\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$1,713,067	\$2,088,067 MCI /Other

**2003 Parks, Recreation and Senior Services
Master Plan
Priority Projects Funding Plan**

2004-2009 Master Plan Project Expenditure Overview:	2004	2005	2006	2007	2008	2009	Project Expenditure Notes
TOTAL URGENT PRIORITY 1 PROJECTS	\$577,600	\$896,215	\$539,543	\$68,200	\$0	\$0	\$2,081,558 2004-2009 Total
TOTAL PRIORITY 1- OTHER MASTER PLAN PROJECTS	\$0	\$0	\$186,350	\$123,920	\$302,549	\$300,000	\$912,819 2004-2009 Total
TOTAL OTHER PRIORITY MASTER PLAN PROJECTS	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$1,713,067	\$2,088,067 2004-2009 Total
TOTAL ALL PROJECTS (#1-17)	\$652,600	\$971,215	\$800,893	\$267,120	\$377,549	\$2,013,067	\$5,082,444 2004-2009 Total

2004-2009 Proposed Project Funding Sources:	2004	2005	2006	2007	2008	2009	Project Funding Source Notes
Urgent Priority One Project Revenues- From Above	\$398,922	\$511,930	\$275,016	\$72,420			\$1,258,288 2004-2009 Total
Other Priority One Project Revenues- From Above				\$60,000	\$110,440	\$300,000	\$470,440 2004-2009 Total
Funds Reprogrammed from Arterial Streets		\$50,000	\$200,000	\$31,250	\$668,965		\$950,215 2004-2009 Total
Use of Unreserved Fund Balance	\$109,537	\$4,496	\$166,810	\$443,349	\$878		\$725,070 2004-2009 Total
Total Proposed Funds	\$510,463	\$568,431	\$643,832	\$607,019	\$780,283	\$300,000	\$3,410,028 2004-2009 Total
Total Expense All Projects	-\$652,600	-\$971,215	-\$800,893	-\$267,120	-\$377,549	-\$2,013,067	-\$5,082,444 2004-2009 Total
Remaining Funds Needed	-\$142,137	-\$402,784	-\$157,061	\$339,899	\$402,734	-\$1,713,067	-\$1,672,416 2004-2009 Total Needed

Levy Lid Lift Options:	2004	2005	2006	2007	2008	2009	Levy Lid Lift Notes
\$.05 Levy Lid Lift Revenues	\$105,792	\$106,850	\$107,918	\$108,998	\$110,088	\$111,188	\$650,834 2004-2009 Total
\$.10 Levy Lid Lift Revenues	\$211,585	\$213,701	\$215,838	\$217,996	\$220,176	\$222,378	\$1,301,674 2004-2009 Total
\$.15 Levy Lid Lift Revenues	\$317,377	\$320,551	\$323,756	\$326,994	\$330,264	\$333,566	\$1,952,508 2004-2009 Total
\$.20 Levy Lid Lift Revenues	\$423,170	\$427,402	\$431,676	\$435,992	\$440,352	\$444,756	\$2,603,348 2004-2009 Total

Goals, Strategies & Standards

The Goals, Strategies & Standards for Parks, Recreation and Senior Services Development & Services

The city's park and recreation assets provide valuable social, mental, physical, economic and environmental public benefits for its citizens. Therefore, the Parks, Recreation & Senior Services Master Plan establishes goals, public policies and strategies that address recreation resources within its jurisdiction designed to guide the acquisition, development and maintenance of public resources and the administration of its recreation services and programs. The following section is proposed for inclusion in the Greater Des Moines Comprehensive Plan Chapter 6: Parks, Recreation and Open Space Element.

CHAPTER 6: PARKS, RECREATION, AND OPEN SPACE ELEMENT

6-01 GOALS

6-01-01 Provide adequate and accessible recreational facilities and programs that are responsive to the diverse interests and needs of people of all ages, income levels, cultural or educational backgrounds, or physical abilities. Such recreational facilities and programs should satisfy outdoor and indoor, active and passive recreational needs, and be appropriately distributed throughout the community.

6-01-02 Ensure that existing and planned park and recreation areas are protected from adverse impacts associated with incompatible land uses and/or transportation activities. Such adverse impacts may include traffic congestion, inadequate parking, surface water runoff, vibration, air and water pollution, noise, among others.

6-01-03 Ensure that park and recreation areas of local significance (cultural, historical, environmental, natural, wildlife, waterfront, tidal, special use or other) are identified and protected.

6-01-04 Maintain existing recreation facilities and sustain recreation programs. Actively seek funding to provide adequate recreation facilities and programs for underserved neighborhoods. Pursue joint use and shared cost opportunities such as: Interlocal agreements with other governmental agencies, collaborative opportunities with interdepartmental projects, public/private partnerships and volunteerism to develop new parks and facilities and maintain existing parks and facilities.

6-01-05 Support economic development through an aesthetically pleasing environment by providing: city gateways and signage to include directional road signs to recreational facilities; well maintained streetscapes; adequate parking at recreational facilities; and improving and maintaining waterfront facilities.

6-01-06 Utilize a ratio of 8.5 acres per 1,000 population combined park land (including mini, neighborhood, community, special use, sports fields/complexes, trails and pathways) as a general guide in the acquisition of park lands. Conservancy parks and open space which are typically undeveloped, have a great value to the community but may not include significant opportunities for recreational use and therefore are not included in the ratio.

6-01-07 Ensure community recreational needs are considered during planning stages of all multifamily residential development, subdivisions, planned unit development and business park development. The minimum acceptable land area for subdivision park development is 0.5 acres of land (mini-park). Fee In Lieu may be used in those situations where the minimum land requirement cannot be met. Development should be combined with adjacent recreational, open space or other municipal facility. Joint use of such recreation areas should be encouraged. Design and development of such projects should be coordinated with the Parks, Recreation and Senior Services Department as part of the building permit process. (chapters 17.36, 18.25, 18.45, 18.52 DMMC)

6-02 FINDINGS

6-02-01 An adequate open space, park, and recreation program provides personal, social, economic and environmental opportunities to:

- (1) Enrich each person's life by providing opportunities for self-expression, self esteem and character enhancement, skill development, and health, wellness and physical fitness, mental stimulation and growth and social belonging and provide a lifeline for older citizens; and
- (2) Enrich the community by providing leadership opportunities social interaction, community involvement, leadership, cultural awareness and tolerance, and community pride; and
- (3) Enrich the economy by providing opportunities to enhance land values and support business by providing public resources that beautify business areas and neighborhoods, generate revenue through self supporting recreation programs, reduce crime and vandalism through community involvement, and increase tourism through quality recreation facilities and programs; and
- (4) Enrich the environment by protecting open spaces, wildlife habitat, tidal life and near shore ecosystems; and thereby reducing pollution and enhancing natural beauty.

6-02-02 Parks and conservancy areas can preserve and protect environmentally sensitive areas and wildlife habitat, provide natural areas in urban areas and allow for certain recreational opportunities.

6-02-03 The unimproved right-of-way of State Route 509 represents a valuable part of the region's open space. The right-of-way also could provide opportunities for recreational activities suited to lineal areas, such as hiking and bicycling.

6-02-04 The Port of Seattle buy-out area in the North Central Neighborhood, Pacific Ridge Neighborhood, Pacific Highway Business District in East Woodmont and the Downtown

Neighborhood represents opportunities for interconnections between economic and recreational expansion and for the establishment of other recreational facilities for Des Moines citizens.

6-02-05 The Des Moines Parks, Recreation and Senior Services Master Plan (July 2003) is the appropriate tool to evaluate and inventory existing public and private park and recreation facilities and programs. It forecasted the demand and need for future park and recreation services, estimated the costs for improving and maintaining existing recreation facilities, and developing new facilities, and established a long range program of system-wide capital acquisitions, renovations, development improvements and Interlocal projects. .

6-02-06 The City of Des Moines has many parks and recreation areas. Local residents and workers, and visitors from other areas utilize these recreation facilities. User data collected through the master planning process shows that the use of these facilities has increased by over 100% in the past six years.

6-02-07 The city of Des Moines has within its jurisdiction many parks and recreation areas. These recreation facilities are utilized by local residents and workers, and visitors from other areas.

6-02-08 The majority of Des Moines' recreational areas are owned or leased and operated by the city. Other public agencies such as Highline School District, Federal Way Public Schools, Highline Community College or the State Park System provide additional recreational facilities that are heavily used and are necessary to provide adequate recreational opportunities for Des Moines citizens. A small number of recreation facilities are privately owned and many are not available to the general public.

6-02-09 Respondents to the Parks, Recreation and Senior Services Master Plan Surveys (2001-2002) identified the following recreation facilities as being of primary importance: waterfront resources; walking trails; neighborhood parks; swimming pool, community center and sports fields.

6-02-10 It is in the public interest for the city of Des Moines to preserve and protect park and recreation areas and conservancy resources within its jurisdictional boundaries

6-03 POLICIES

6-03-01 Park Land Acquisition

- (1) Develop and maintain procedures and priorities for the selection, classification and acquisition of park lands and the use of such lands for recreation purposes. All lands designated for recreation purposes shall be suitable for the intended recreation activity.
- (2) Work with other entities and public agencies to maximize opportunities for acquisition of land that qualifies for the City's park system through Interlocal

agreements for "right-of-use", land transfers, lease, property exchange, dedication and surplus or easement land acquisition procedures.

(3) Utilize the resources of national, regional and local conservation organizations, corporations, non-profit associations and benevolent entities to identify and acquire environmentally sensitive land, urban wildlife habitat or preservation areas.

(4) Identify lands that enhance the appearance and character of the City. Such lands may serve as community or neighborhood separators, create gateway features into Des Moines, enhance the park system, or link existing natural or built amenities.

(5) Preserve significant environmentally sensitive areas as passive open space. Where appropriate, the City may construct improvements that enhance the public's awareness of, and appreciation for, natural areas. (chapter 19.20 DMMC)

(6) Ensure that the quantity and quality of park land increases proportionately with population growth, Des Moines should use a variety of means to provide recreational opportunities.

6-03-04

Park & Facility Improvement

(1) Provide for the orderly and comprehensive planning of park lands and recreation resources through design standards, specific site planning and Master Plan procedures. Such procedures should respond to public need and service area requirements for park and recreation services. Priority should be given to use of joint school/park development and programming, and the application of reasonable standards and conditions for such use.

(2) Park design shall conform to local ordinance or recognized standards for access, safety, health and protection of humans, domestic animals, wildlife and tidal life. Park development shall be of high quality and aesthetically pleasing, sensitive to the opportunities or constraints of the natural, physical or architectural environment.

(3) Encourage and support development of local neighborhood and community-based programs for park improvements, including participation of civic clubs, non-profit organizations, neighborhoods, schools, churches, businesses, and other organized volunteer groups.

(4) Provide barrier-free access by modifying existing facilities or when designing and/or constructing new recreation and open space facilities and services.

(5) Provide basic amenities at recreation and open space facilities such as lighting, seating, drinking fountains, trash receptacles, bicycle racks, shelters, signage and parking whenever possible and appropriate.

- (6) Recreational facilities should be connected by linear open spaces, pedestrian paths, or bicycle routes. Linkages between Des Moines' waterfront facilities along Puget Sound connecting from Des Moines Creek Trail (North Hill) and Redondo is a priority for the park system.

6-03-05 Recreation & Senior Programs & Services

- (1) Provide recreation programs that are responsive to population age group and economic demographics, and area growth needs. Provide programs and services which are both non-fee and user fee based as appropriate to achieve a balance within a variety of recreational programs and services offered throughout the community.
- (2) Promote or sponsor community events, family programs and other social activities that serve special populations of the community in terms of age groups, ethnic groups or cultural heritage and youth at risk.
- (3) Develop joint recreation programs and participate in joint recreation services with school districts, law enforcement, social agencies and other community groups and associations, as well as surrounding communities or neighborhoods within the local or sub-regional area.

6-03-06 Park Operations & Maintenance

- (1) Develop and maintain a maintenance management schedule using best management practices that identifies preventative maintenance, remedial maintenance and deferred maintenance programs for park lands and facilities including all structures, site improvements and tool or equipment resources.
- (2) Establish maintenance service programs that protect public property, preserve its value, ensure its intended use, life expectancy, safety, cleanliness, security and appearance, and promotes community pride.
- (3) Establish maintenance service programs that protect natural resources, reduce waste and recycle resources, minimize dependence on water and fertilizers and include integrated pest management.
- (4) Develop and maintain the appropriate park rules and regulations that serve the continuing need to ensure access, safety, law enforcement, environmental protection, and protection of park sites and recreational resources as public assets.

6-03-07 Economic Development

- (1) Identify and increase opportunities for public access to the public shoreline of Puget Sound and the number and variety of recreational opportunities provided at waterfront parks and the Marina.
- (2) Identify and participate in growth management related public services fees, Hotel/Motel tax and tourist related revenues and/or vote levy assessments in order to fund projects that are identified by the public as needed. Both public and private revenue sources will be employed to achieve a balance of equity

and cost to the taxpayer through increased private and non-profit participation in recreation service activity.

- (3) Identify alternative funding programs administered by local, state and federal agencies which are in the form of grants and loans.
- (4) Make pedestrian friendly improvements to downtown and business district rights-of-way such as: enhanced landscaping, directional signs, and pedestrian pathways and areas in a manner that encourages pedestrian interaction between neighborhoods and business areas and between the downtown and waterfront parks and Marina.

6-04 SUPPORT ACTIVITIES

6-04-01 Conserve Open Space Land For Natural, Cultural & Recreation Values:

- Coordinate and maintain procedures for conservation of open space through mechanisms such as zoning, donation, purchase of easements, conservation easements with coordinated planning, taxing and management actions.
- Ensure that proposed land use and transportation facilities that would subject locally significant parks, golf courses, ball fields, outdoor spectator sports areas, amusements areas, riding stables, nature trails and wildlife refuges to exterior noise exposure levels which exceed limits identified in (chapter 18.38 DMMC) are opposed or include mitigation measures commensurate with the magnitude of adverse impact anticipated.
- Where appropriate for recreation or open space purposes, transfer derelict land, easements, tax delinquent land, surplus roadway/highway rights-of-way, and other land not presently in productive use where such land can be used for land exchange, purchase or long-term leases.
- Make maximum use of lands associated with surface water management and other public utilities to meet recreation needs.
- Enforce regulations for new residential, business, commercial or industrial development and redevelopment which require either the dedication of park lands, provision of recreation facilities or payment of fees in-lieu of land to a park and recreation trust fund.
- Work with conservation groups and the private sector to encourage donations or bargain sales of land through equitable incentives and to identify, acquire and conserve or manage natural open space areas and other recreational land.

6-04-02**Encourage Joint Use of Existing Physical Resources:**

- Where appropriate, establish joint use recreational facilities while ensuring recreation services to the entire community. Utilize school sites and public buildings for recreation and service programs through establishing joint purchase and/or use agreements.
- Develop specific agreements and reciprocal no fee policies which encourage park use by school groups and school use by recreation user groups of all ages.
- Encourage joint-use for recreation wherever lands and facilities are suitable and committed to other private and public purposes, including City, county/state properties, utilities rights-of-way, and the property of institutions and private corporations.
- Encourage use of local park and recreation facilities for a wider range of human services delivery (i.e., health information, consumer protection, nutrition, seniors, child care, bookmobiles, playmobiles, etc.).

6-04-03**Encourage the Planning, Development & Full Utilization of Trails as Recreation Facilities.**

- Plan urban trail systems for maximum pedestrian and bicycle access to parks, schools, business districts and employment areas as an alternative to automobile access. Also, plan trail systems that link adjoining communities and urban areas leading to rural or natural areas.
- Develop specific plans for trails to be used as guides in creating coordinated recreation and transportation systems for pedestrian and all non-motorized vehicles or forms of transportation.
- Key pedestrian and bicycle routes should be those identified by the Des Moines Comprehensive Transportation Plan.

6-04-04**Provide Appropriate & Responsive Recreation Services through Specific Planning.**

- Coordinate recreation planning with other human services planning, including schools and law enforcement; coordinate park and facility planning with land use planning in the City and sphere areas and surrounding communities or neighborhoods.
- Provide for the needs of special populations including those who are economically disadvantaged, physically challenged and developmentally disabled in park facility planning, design and program services.

- Participate in Federal and State bonds and grants programs to ensure that the City is taking full advantage of all appropriate local and non-local sources of financial assistance.
- Conduct a demographics analysis and citizen participation and recreation preference surveys every 1-3 years to determine and/or adjust recreation needs data.
- Encourage ongoing community input into the development and management of park facilities, programs and services through citizens committees working along side the Parks, Recreation & Senior Services Department.
- Promote environmental education through guided nature trails, environmental education programs and environmental improvement programs sponsored by the City and local educational institutions and non-profit organizations.
- Promote historical and cultural education through special programs, the preservation of historical sites and promotion of community festivals and special events that extol and promote the cultural and historical heritage of the City of Des Moines.

6-04-05 Park and recreation areas that exhibit one or more of the following characteristics may be designated by the city to be of local significance:

- The park or recreation area contains significant recreation or cultural opportunities or facilities, such as waterfront access, amphitheaters, museums, community centers, sports complexes, regional trails, marinas, etc.
- The location, geography, configuration or facilities of the park or recreation area is/are especially appropriate for use by particular population groups (e.g., the elderly, pre-school children, the disabled).
- Because of its location, age, or scale, it is an easily identifiable visual feature and contributes to the distinctive quality or identity of the community or city.
- The park or recreation area contains unusual or special botanical or wildlife resources.
- The park or recreation area contains environmentally sensitive areas as defined in the Zoning Code that serves a significant role or provides a significant function in the natural systems within Des Moines.
- It is associated in a significant way with a historic event, structure, or person with a significant effect upon the community, city, state, or nation.

- It is associated in a significant way with a significant aspect of cultural heritage of the community, city, state, or nation. (chapter 19.20 DMMC)

6-05 PARKS, RECREATION AND SENIOR SERVICES STANDARDS

6-05-01 The intent of park classifications and standards is to aid in identification of facility requirements and characteristics that respond to the various recreational needs of the City of Des Moines. Several factors are considered in connection with the classification and planning decisions. These are:

- a. Determination of specific need in neighborhood or community setting.
- b. Relationship of need, design criteria, service capability and suitability of a specific site to support the defined recreation service need.
- c. The probability of school/park relations in terms of site development and facility use for public recreation purposes.
- d. The probability of creating public/private partnerships on special use parks or in combination with a traditional public park.
- e. Operational, maintenance and program service requirements for the population to be served by a particular park unit.

6-5-02 Park Classification Standards

Classification of parks establishes several essential elements for park land requirements based on population ratios and the types of recreational uses and services to be provided. The physical improvements of a park should respond to the preferences or needs of citizens. The following park classifications for the City of Des Moines are modified from the National Recreation and Park Association to fit the needs of Des Moines:

(1) Mini-Park

- (a) Use/Description: Serves a basic neighborhood and community need for children and families (play equipment, picnic area, sports courts and downtown plazas or City entrances). Mini-Park features such as play equipment are typically located in neighborhood parks, community parks or in conjunction with joint school/park facilities
- (b) Service Area: 1/2 mile radius.
- (c) Size: Approximately .5- 1.5 acres.
- (d) Desirable Quantity: 1-3 acres per 1,000 population and .5-mile radius dispersion
- (e) Desirable Characteristics: The park should be in close proximity to dwellings and/or centers of employment. Mini-parks should be designed for intensive use and should be easily accessible and visible from the surrounding area.
- (f) Examples: Big Catch Plaza, Cecil Powell Park, Overlook Park I and II, South 239th Street street-end.

(2) Neighborhood Park

- (a) Use/Description: Serves the immediately surrounding residential population or employment base. Neighborhood parks often include areas for active recreational

activities, such as ballfields and sports courts, as well as passive recreation areas such as picnic areas. This type of recreational resource is the most important and traditional role of the Department in its development of the park system.

- (b) Neighborhood parks include adequate on-site parking to serve park uses.
- (c) Service Area: 1/2 mile - one mile drive or walk zone of established housing
- (d) Size: No minimum to 15+ acres.
- (e) Desirable Quantity: Approximately 2.5 acres per 1,000 population and .5 to one mile radius dispersion throughout Planning Area.
- (f) Desirable Characteristics: The park should be in close proximity to dwellings and/or centers of employment. Neighborhood parks should be designed for intensive use and should be easily accessible and visible from the surrounding area. May be developed as a school-park facility.
- (g) Examples: Midway Park, Olympic Elementary School.

(3) Community Park/ Sports Complex

- (a) Use/Description: All uses and facilities are designed to serve the surrounding community. Community Parks provide for organized or league sports complexes, individual sports, community centers, pools, cultural amphitheatres and large passive areas and are an important recreation resource for urban communities. Parks are generally 15 or more acres in size and accessible to larger community populations and contain special amenities that may attract visitors from throughout the Planning Area. Community parks include on-site parking since visitors may travel by automobile to utilize the park's facilities.
- (b) Service Area: Approximately 3-5 miles.
- (c) Size: 15 or more acres.
- (d) Desirable Quantity: Community Park approximately 3.5 acres per 1,000 population and Sports Complex 4-6 acres per 1,000 population.
- (e) Desirable Characteristics: The park should be easily accessible from the surrounding neighborhoods while also minimizing automobile traffic volumes on nearby residential streets.
- (f) Example: Des Moines Beach Park, Des Moines Field House Park, and Steven J. Underwood Memorial Park.

(4) Regional Park

- (a) Use/Description: Areas of natural or ornamental quality used for outdoor recreation, such as picnicking, boating, swimming, camping, and trails. Large portions of regional parks may be reserved for conservation and natural resource management.

- (b) Service Area: Approximately 1 hour driving time.
- (c) Size: Approximately 90 acres.
- (d) Desirable Quantity: 1 or more regional parks within the Planning Area.
- (e) Desirable Characteristics: Contiguous to or encompassing natural resources.
- (f) Example: Saltwater State Park.

(5) Special Use Park

- (a) Use/Description: The special use park provides revenue generation to support recreational activities while providing recreation opportunities to local and area populations. The City's role in special use parks could be as the "landlord" or as the "partner" or a combination of both. It may provide opportunities for extended recreation activities such as sports stadiums, golf courses, fitness or entertainment centers, marinas, water parks, aquatics centers, ice rinks, zoos, marine centers or other specialized revenue producing commercial recreation activities
- (b) Service Area: No applicable standard.
- (c) Size: The size and character of special use parks is a function of market and business development, or economic development principles and is used to establish public/private partnerships and/or privatization of public resources.
- (d) Desirable Quantity: No applicable standard.
- (e) Desirable Characteristics: The park should be compatible with surrounding land uses. Linear parks should connect other features in the recreation system.
- (f) Example: Marina, Redondo Boat Launch

(6) Conservancy Park

- (a) Use/Description: Natural and undeveloped lands along creeks, steep slopes and ravines, and ROWs and easements provide open space, greenways, buffers, wetlands and viewpoints within the City jurisdiction. Protection and management of the natural/cultural environment with recreation use as a secondary objective.
- (b) Service Area: No applicable standard.
- (c) Size: Sufficient to protect natural resource.
- (d) Desirable Quantity: Sufficient to protect natural resources.
- (e) Desirable Characteristics: Variable, depending on the resource being protected.
- (f) Example: Parkside Wetlands, Woodmont Park and Sonju Park and portions of Des Moines Creek Park.

(7) Trails and Pathways, Streetscapes, Entryways and ROWs

- (a) Use/Description: Trail uses include bicycling, walking, hiking, jogging, roller skating and blading, and skateboarding for personal health and nature appreciation. Trails provide commuter linkages that join neighborhoods and cities, local and regional parks, open space areas and civic service centers into a cohesive system of recreational and practical use. Equestrian trails and motor cross bike areas are also an important element of the trail system.
- (b) Service Area: local and regional.
- (c) Size: 5ft. - 12 ft. width sufficient to provide safe conditions for user applications (on road off-road, bike lane, sidewalk, asphalt, gravel or natural pathway).
- (d) Desirable Quantity: .6 Mi. per 1,000 population.
- (e) Desirable Characteristics: Variable, bicycle trails have a set of classifications (Class I, II, III and IV) which determines use and design considerations such as hard surfaces, widths, signage and lane configuration.
- (f) Example: Des Moines Creek Trail, Barnes Creek Trail, Downtown Streetscapes.

6-05-03 Using the above park designations, Des Moines parks are classified as specified in the Parks, Recreation and Senior Services Master Plan (Section 1, Table 1-1 Existing City owned Parks and Trails Facilities).

Existing Mini-Parks

Mini-parks within Des Moines	Size (acres)
Big Catch Plaza	0.2
Cecil Powell Neighborhood	0.2
Kiddie Park	0.5
Overlook I and II	0.5
South Marina Park	0.8
South 239th Street Beach Access	0.1
Westwood Park	0.4
Total Mini-Parks	2.7

Existing Neighborhood Parks

Neighborhood Parks within Des Moines	Size (acres)
Des Moines Elementary	2.2
Highline Comm. College	6.0
Mt. Rainier High	11.8
Midway Intermediate	5.0
North Hill Primary	3.0
Midway Park	1.6
Olympic Intermediate School	5.5
Pacific Middle School	2.0
Parkside Park	4.4
Parkside Primary School	6.0
Zenith Park	5.5
Water Tower	1.0
Woodmont Elementary	7.1
Wooton	2.3
Total Neighborhood Parks	63.4

Existing Community Parks

Community Parks/Sports Complexes within Des Moines	Size (acres)
Des Moines Beach (w/ tidelands)*	22.3
Des Moines Field House	5.2
Steven J. Underwood Memorial Park	21
Zenith Park	5.5
Total Community Parks	54

*Updates to the 1988 Des Moines Beach Park Master Plan should be made to establish future park uses, make improvements and to protect and preserve this important waterfront resource.

Existing Regional Parks

Regional Parks within Des Moines	Size (acres)
Saltwater State Park*	88.0
Total Regional Parks	88.0

*Salt Water State Park is a waterfront resource of particular local significance to the residents of Des Moines and should be protected and preserved.

Existing Special Parks

Special Parks within Des Moines	Size (acres)
Marina, Boat Launch and Fishing Pier	13.5
Redondo Beach, Boat Launch and Fishing Pier	2.8
Total Special Parks	16.3

Existing Conservancy Parks

Conservancy Parks within Des Moines	Size (acres)
Barnes Creek (and Trail)	1.2
City Park	3.0
Parkside Wetlands	14.0
Sonju Park	9.3
Des Moines Creek (and Trail)*	9.58
Woodmont	8.7
Total Conservancy Parks	45.78

*Portions of Des Moines Creek north of South 208th Street are within the city of SeaTac.

Existing Trails, Pathways, Streetscapes and ROWs

Trails, Pathways, Streetscapes and ROWs within Des Moines	Size (acres)
Barnes Creek Nature Trail	.06 Mi.
Des Moines Creek Trail*	1.5 Mi.
Marine View Drive/7 th Ave. South Streetscapes	2 Mi.
Des Moines Memorial Park	.14 Ac.
South 251 st Entrance	.01 Ac.
Zenith Overlook	.01 Ac.
Total Trails, Pathways, Streetscapes and ROWs	NA

*Portions of Des Moines Creek north of South 208th Street are within the city of SeaTac.

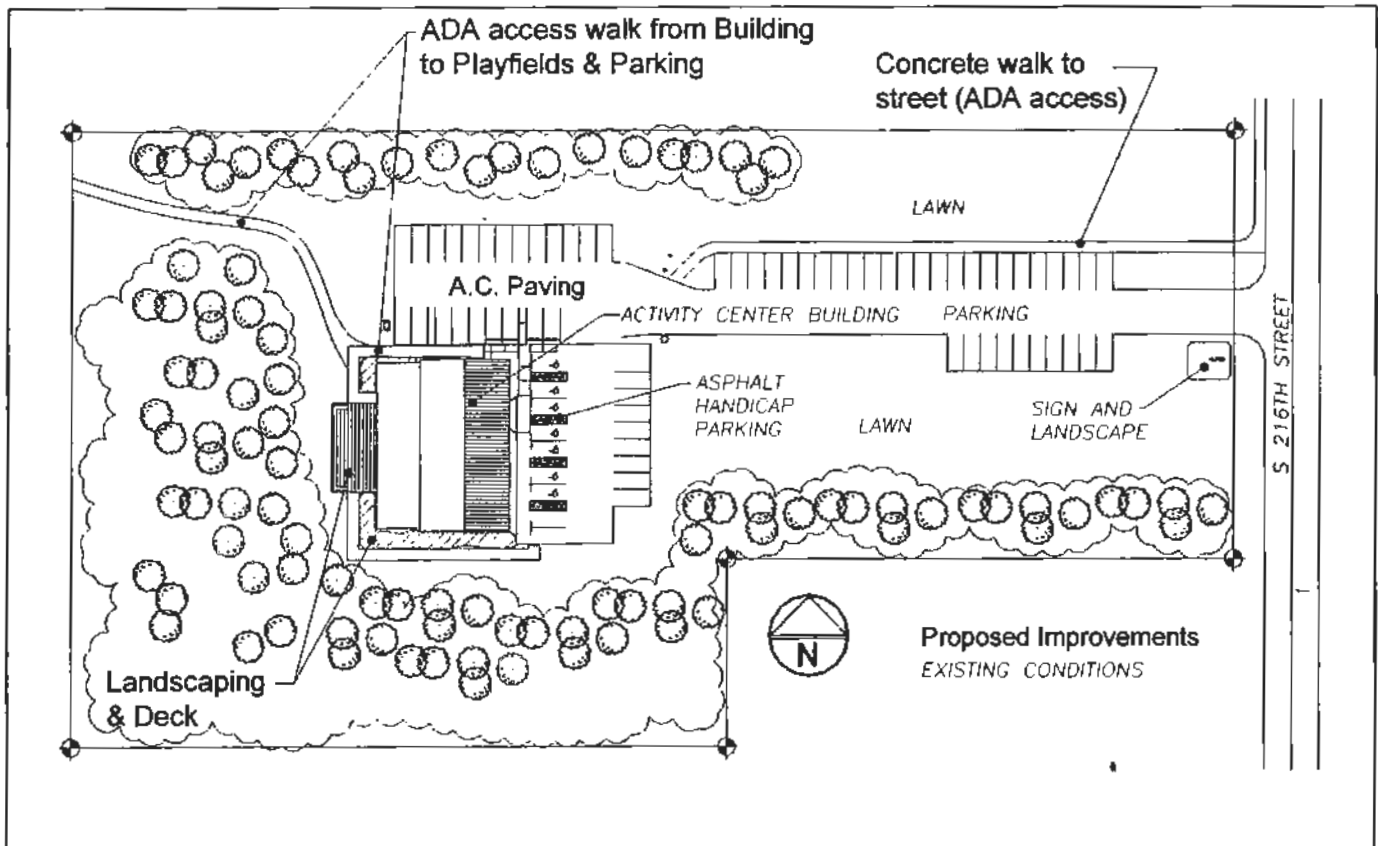
Appendix A

Park Improvement Project Summaries

Des Moines Parks, Recreation and Senior Services Master Plan

Des Moines Activity Center

Address:	2045 South 216 th Street
Size:	4.1 Acres
Zoning:	Residential; Suburban Estates
Park Classification:	Indoor Recreation Facility
Description:	The Activity Center is a multi-purpose facility primarily for use as an interim site (5-10 years) for senior service programs, meetings, art classes, dancing, and other active and passive activities. Secondary use is for community recreation. This facility may be demolished in the future, if a new Community Center is built on city property located at 24 th Avenue South.
Goal:	Indoor facility for passive and active indoor recreation
Existing Facilities:	Renovated interior spaces, parking improvements and access to community park for walking trails and sports.
Proposed Improvements:	Exterior improvements: 1.A. ADA pathways, parking improvements, landscaping, and 1.B. deck or patio, parking lot lighting, and walkway to 216 th Street. Interior improvements: 1.C. Wall divider system, entryway awning, interior acoustical banners, security alarm system. Future street frontage improvements: 1.D. depending on City Council project recommendations.



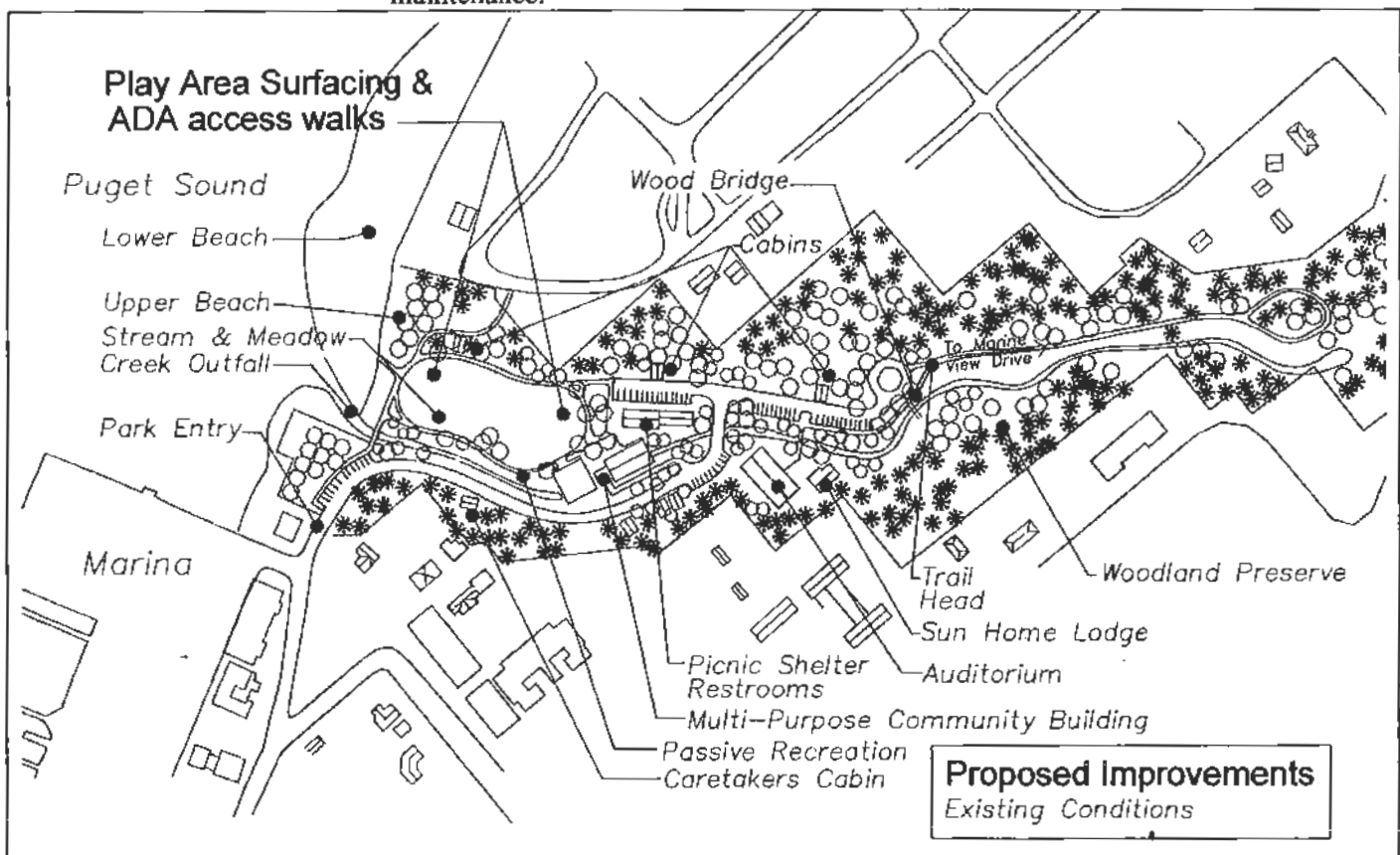
Design & Construction Cost:	1(a) \$48,500; 1(b) \$56,672; 1(c) \$30,000; 1(d) TBD
Maintenance Level:	I
Existing Annual Maintenance Cost:	Not determined
Annual Maintenance Cost for Proposed Improvements:	1(a) \$8,000

PROJECT #2

Des Moines Parks, Recreation and Senior Services Master Plan

Des Moines Beach Park

Address:	22030 Cliff Avenue South
Size:	22.3 acres
Zoning:	Residential; Suburban Estates
Park Classification:	Community Park
Description:	Des Moines Beach Park is a multi-purpose park providing public access to Puget Sound tidal flats and Des Moines Creek. The park is the future trailhead of the Des Moines Creek Trail. The park is located at the north end of Cliff Drive and the Marina.
Goal:	Waterfront recreation
Existing Facilities:	Historic recreation buildings, Founders Lodge, Dining Hall, Sun Home Lodge, picnic shelter/restrooms building; and two small cabins. Other recreation buildings: auditorium, two caretaker cabins. Park facilities: Beach tidelands, non-motorized boat launch area, meadow area, Des Moines Creek, 50 parking stalls, walkways, trail head for Des Moines Creek Trail.
Proposed Improvements:	Update 1989 Master Plan to evaluate future park and building uses and waterfront improvements. All buildings, park amenities and walkways are in need of repair or maintenance.

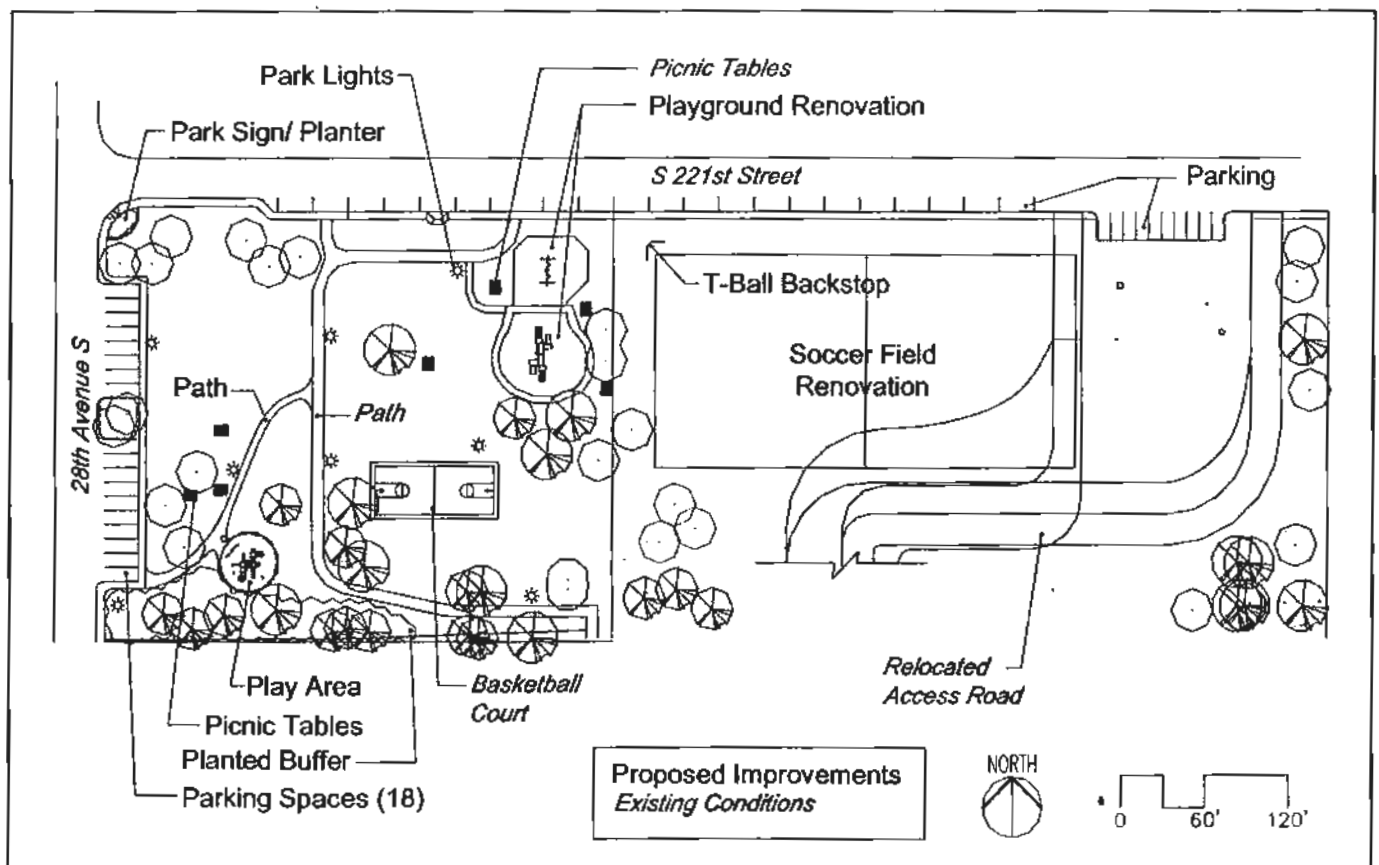


Master Plan:	2(a)\$75,000.00
Design & Construction Cost:	2(b)\$1M-2M- Future park renovations 2(c)\$68,200 – Play area repairs and resurfacing, restore walkways to ADA standards
Maintenance Level:	I
Existing Annual Maintenance Cost:	\$120,000.00
Annual Maintenance Cost for Proposed Improvements:	2(c)\$6,000

Des Moines Parks, Recreation and Senior Services Master Plan

Midway Park

Address:	2900 221 st Street
Size:	1.6 Acres
Zoning:	Residential; Suburban Estates
Park Classification:	Neighborhood Park
Description:	Midway Park is a small neighborhood park with play equipment, sports court, picnic tables, and walking paths. A lawn playfield is located on Puget Sound Energy property to the east of the park.
Goal:	Neighborhood recreation
Existing Facilities:	Two play areas (youth and pre-teen play levels, basketball court, picnic tables and on street parking.
Proposed Improvements:	Park Improvements: 3.A. Park lighting, pathway improvements, play equipment relocation, renovation and surfacing materials and drinking fountain; 3.B. Park expansion onto Puget Sound Energy Midway Switching Station property with an irrigated multi-use sports field and potential for future parking improvements. Future Park Expansion: 3.C. Acquisition of four lots on west side of park; 3.D. Development of park expansion to West (see Pacific Ridge Prototypical Park).



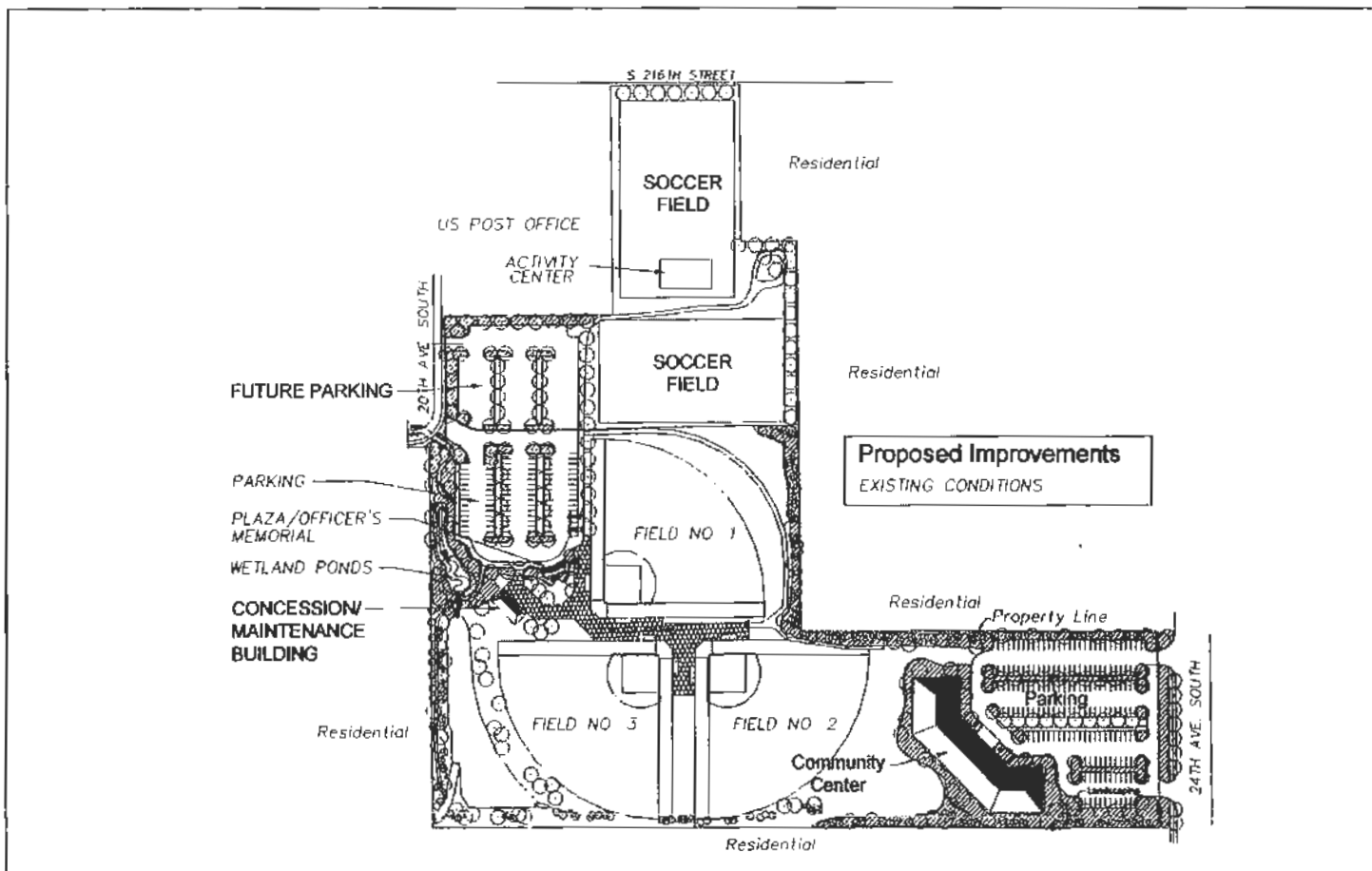
Design & Construction Cost:	3(a) \$81,000; 3(b) \$62,200; 3(c) Undetermined 3(d)
Maintenance Level:	II
Existing Annual Maintenance Cost:	\$9,000
Annual Maintenance Cost for Proposed Improvements:	3(a) \$6,000; 3(b) \$12,000

PROJECT #4

Des Moines Parks, Recreation and Senior Services Master Plan

Steven J. Underwood Memorial Park

Address: 21800 20th Avenue South
Size: 20 Acres
Zoning: Residential
Park Classification: Community Park; Sports Complex
Description: The first phase of this sports complex includes two competition softball fields, storm pond retention, parking, paver plaza, and a walking trail around the site.
Goal: Community Recreation, League and Tournament Sports
Existing Improvements: Site: Des Moines Activity Center (access at 2045 S. 216th Street), Park Phase I—Two competition softball fields, memorial plaza, and 100 parking stalls
Proposed Improvements: Phase IB — 13.A. One competition softball field, restrooms, 13.B. field lights (optional). Phase II — 13.C. One competition soccer field, field lights, and parking. The site of future soccer fields is contingent on City Council project recommendations regarding the Activity Center (Interim Senior Center) and the site of the proposed Community Center.



Design & Construction Cost: 13(a) Phase IB - \$393,700; 13(b) Lighting - \$460,000
13(c) Phase II - \$1,079,085

Maintenance Level: 1
Existing Annual Maintenance Cost: \$50,000

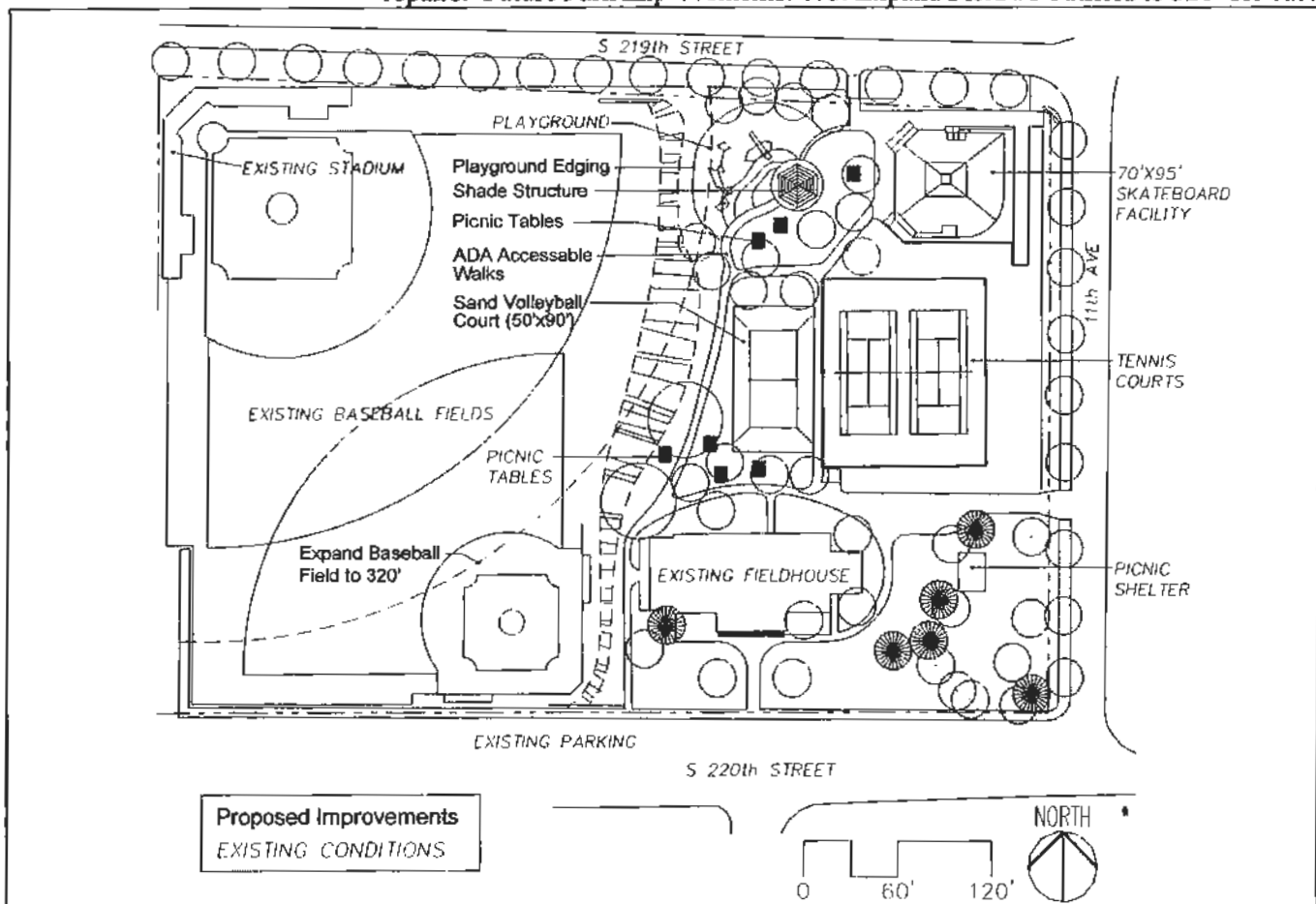
Annual Maintenance Cost for Proposed Improvements: 13(a) \$12,000; 13(c) \$14,000

PROJECT #5

Des Moines Parks, Recreation and Senior Services Master Plan

Des Moines Field House Park

Address:	1000 South 220 th Street
Size:	5.2 acres
Zoning:	Residential; Suburban Estates
Park Classification:	Community Park
Description:	The Des Moines Field House is the only city-owned indoor activity facility/gymnasium. The WPA-built log field house has been designated a King County Historic Landmark. The City of Des Moines Park and Recreation Department administrative offices are located in the Field House.
Goal:	Community recreation
Existing Facilities:	Historic features: Field House (indoor gym, community rooms and offices), softball stadium and picnic shelter. Other park amenities include: play equipment, skateboard facility, picnic tables. Proposed Park Improvements: 6.A. volleyball court, shade structure, play equipment improvements, and ADA access and pathway improvements. 6.B. Field House interior improvements funded with Community Development Block Grant Funds: Electrical and mechanical upgrades, doors and door hardware and drainage repairs. Future Park Improvements: 6.C. Expand Field #1 outfield to 320' for baseball.

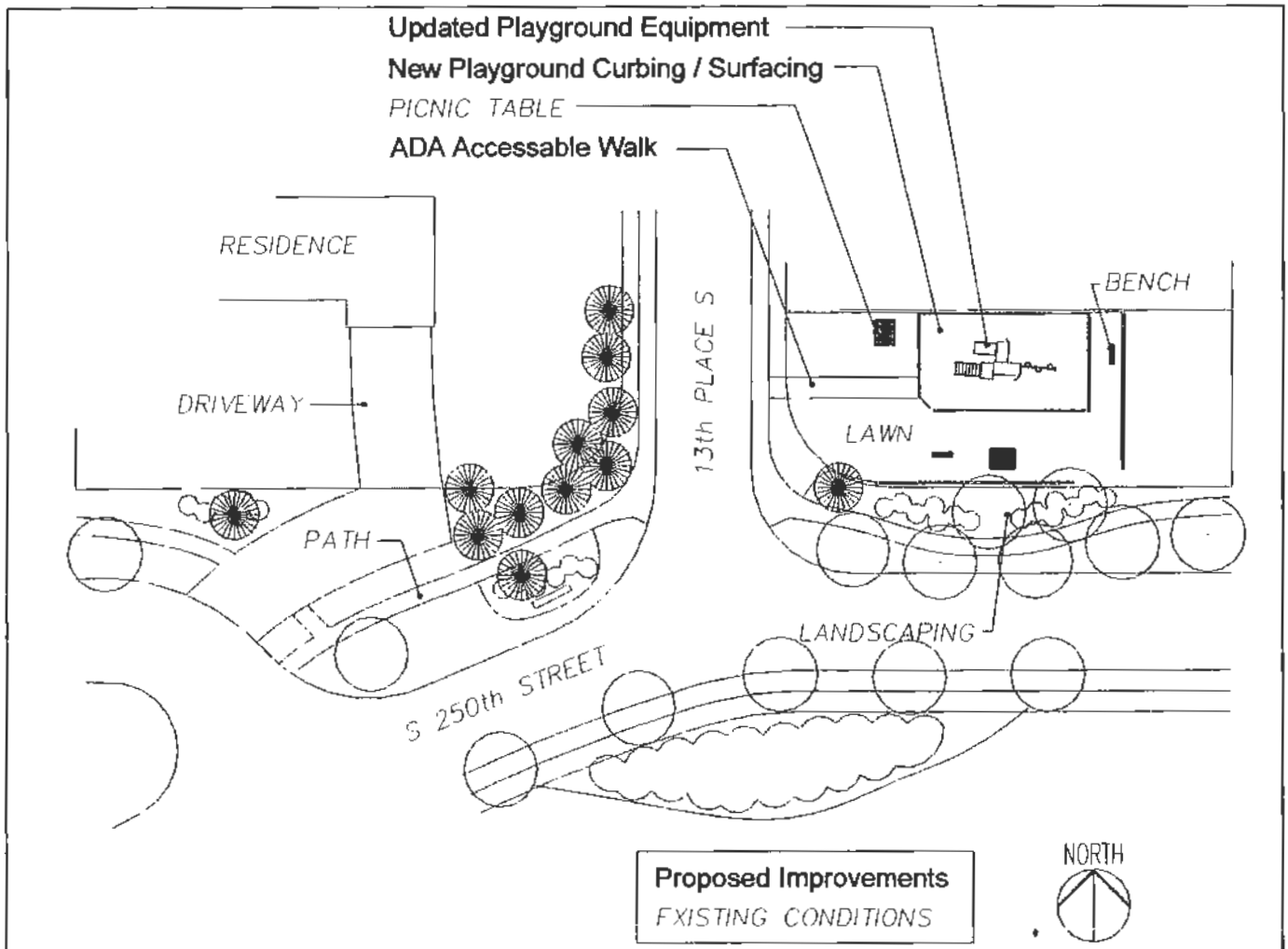


Design & Construction Cost:	6(a)\$78,570 (park); 6(b)\$160,000 (Building CDBG); 6(c) undetermined
Maintenance Level:	I
Existing Annual Maintenance Cost:	\$45,000
Annual Maintenance Cost for Proposed Improvements:	\$6,000

Des Moines Parks, Recreation and Senior Services Master Plan

Cecil Powell Park

Address: 1300 S. 250th Street
 Size: 0.2 acres
 Zoning: Residential
 Park Classification: Mini-Park
 Description: Cecil Powell Park is a small neighborhood play area for children and families with play equipment, lawn, and benches.
 Goal: Neighborhood Park
 Existing Facilities: Open lawn, play equipment, benches and landscape areas.
 Proposed Improvements: Replace play equipment and surfacing material and construction of curbing and walkway for ADA access to play equipment.



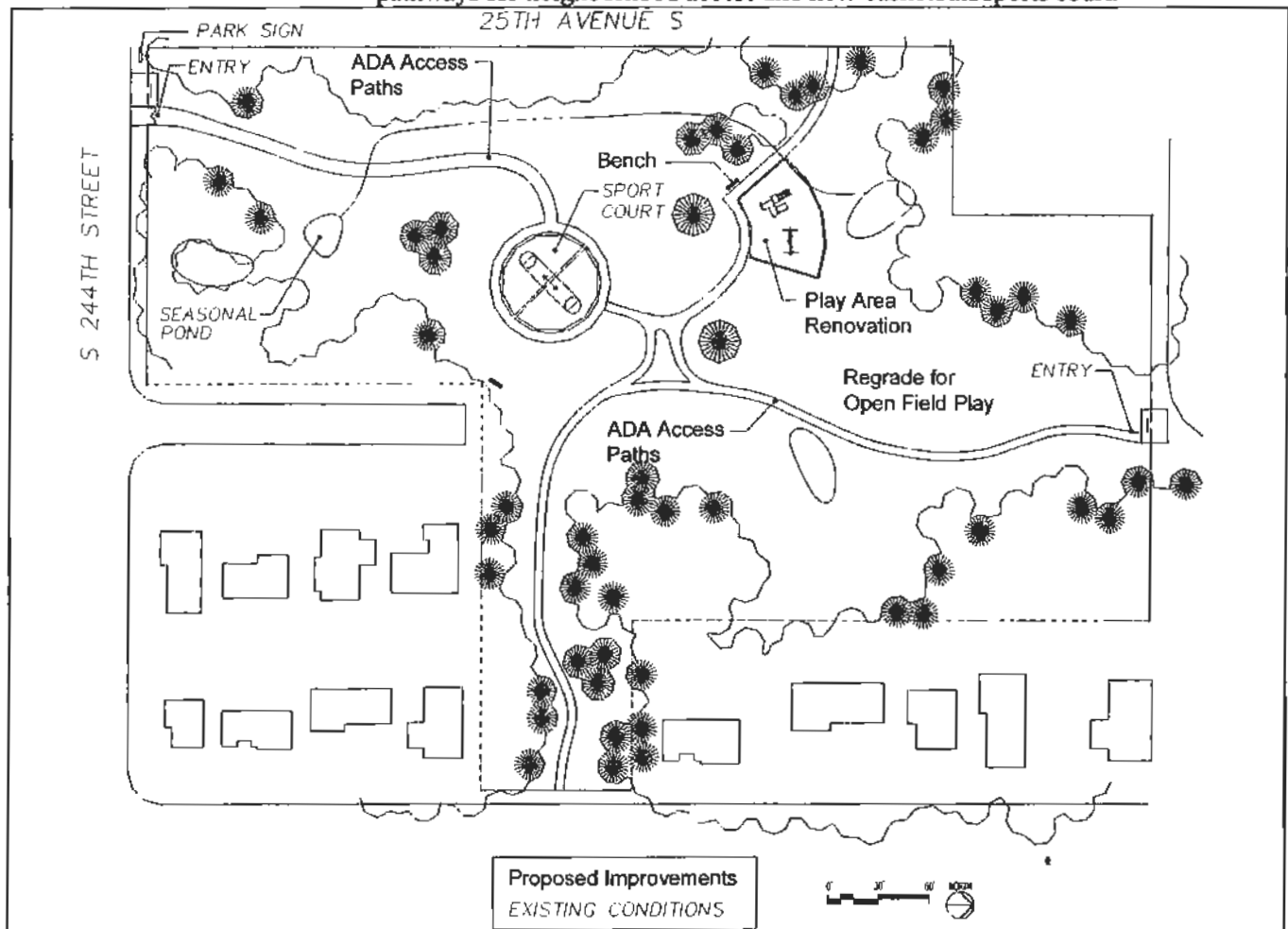
Design & Construction Cost: \$41,680
 Maintenance Level: I
 Existing Annual Maintenance Cost: \$2,500
 Annual Maintenance Cost for Proposed Improvements: \$0

PROJECT #7

Des Moines Parks, Recreation and Senior Services Master Plan

Parkside Park

Address: 2500 244th Street
Size: 4.4 Acres
Zoning: Residential; Suburban Estates
Park Classification: Neighborhood Park
Description: Parkside Park is a small neighborhood park with sports courts and walking paths. Due to deterioration, play equipment was removed in 1999. Large trees protect the open, hilly, grassed areas in the center of the park.
Goal: Neighborhood recreation
Existing Facilities: Meadow, basketball court, swings, and steep walkway.
Proposed Improvements: Park Improvements: 4.A. Improve pathways to make play equipment area ADA accessible and contour hillside for safety and security improvements, install new play equipment and relocate existing play equipment (swings). 4.B. Make drainage improvements and regrade for open play field, install additional pathways for neighborhood access and new basketball/sports court.

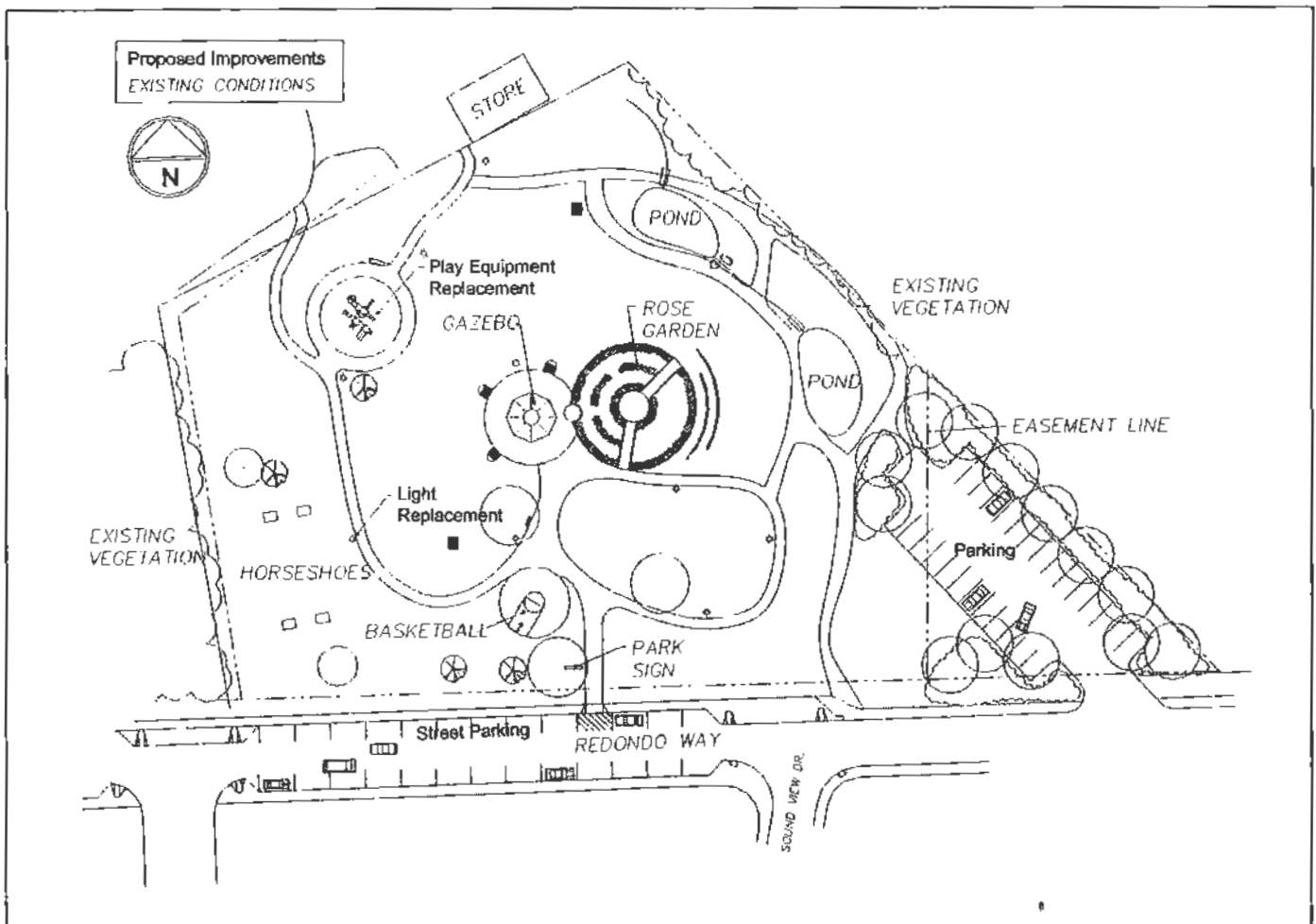


Design & Construction Cost: 4(a) \$66,100 primary; 4(b) \$81,150
Maintenance Level: II
Existing Annual Maintenance Cost: \$4,000
Annual Maintenance Cost for Proposed Improvements: 4(a) \$6,000; 4(b) \$8,000

Des Moines Parks, Recreation and Senior Services Master Plan

Wooton Park

Address: South 283rd Street
 Size: 2.9 acres
 Zoning: Residential; Suburban Estates
 Park Classification: Neighborhood Park
 Description: Wooton Park is a neighborhood park providing both passive and active recreational opportunities. It also offers views of Puget Sound.
 Goal: Passive and Active Recreation
 Existing Facilities: Picnic tables, benches, gazebo, barbeque, basketball half court, play equipment, horseshoe pits, rose garden, pathways, & landscaping
 Proposed Improvements: Park Improvements: 5.A. Play equipment repairs and surfacing material, lighting replacement. Parking Improvements: 5.B. Street frontage improvements 5.C. Internal parking improvements (southeast corner).



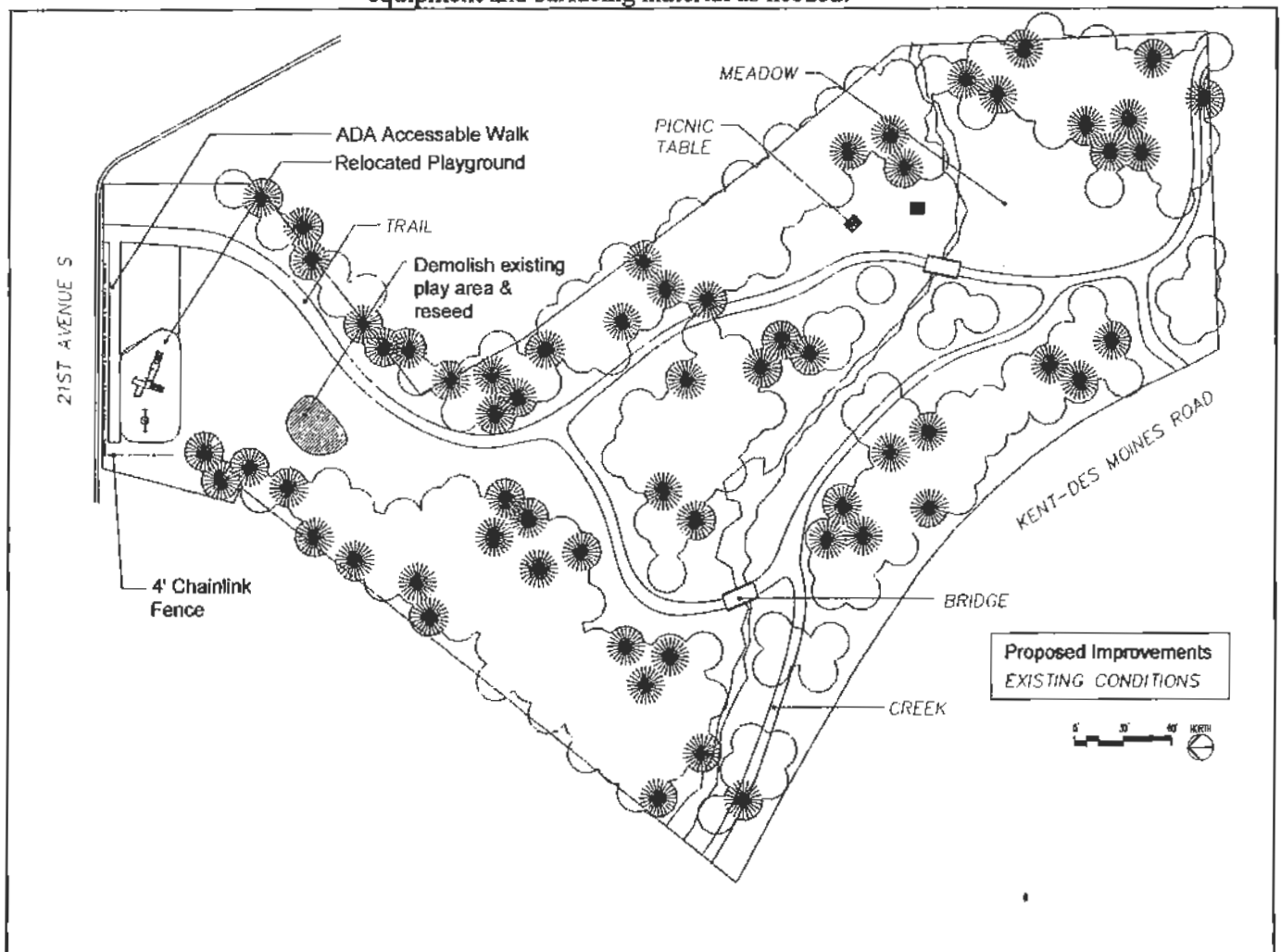
Design & Construction Cost: 5(a) \$42,770
 5(b) \$29,500- Street Frontage Improvements
 5(b) \$48,950 – Parking at Southeast Corner
 Maintenance Level: I
 Existing Annual Maintenance Cost: \$18,000
 Annual Maintenance Cost for Proposed Improvements: 5(a) \$6,000

PROJECT #9

Des Moines Parks, Recreation and Senior Services Master Plan

City Park & Kiddie Park

Address: 21st Avenue & Kent-Des Moines Road
Size: 3.2 acres
Zoning: Residential; Suburban Estates
Park Classification: Conservancy and Mini-Park
Description: City Park and Kiddie Park are adjacent neighborhood parks. Kiddie Park is a mini Park within a Conservancy Park. Kiddie Park has open lawn, trees and play equipment. City Park has nature trails and picnic areas that overlook the Massey Creek ravine.
Goal: Neighborhood recreation
Existing Facilities: Nature trail, picnic tables, and meadow and play equipment and open lawn area.
Proposed Improvements: Kiddie Park: Relocate play equipment to more visible upland area and replace equipment and surfacing material as needed.

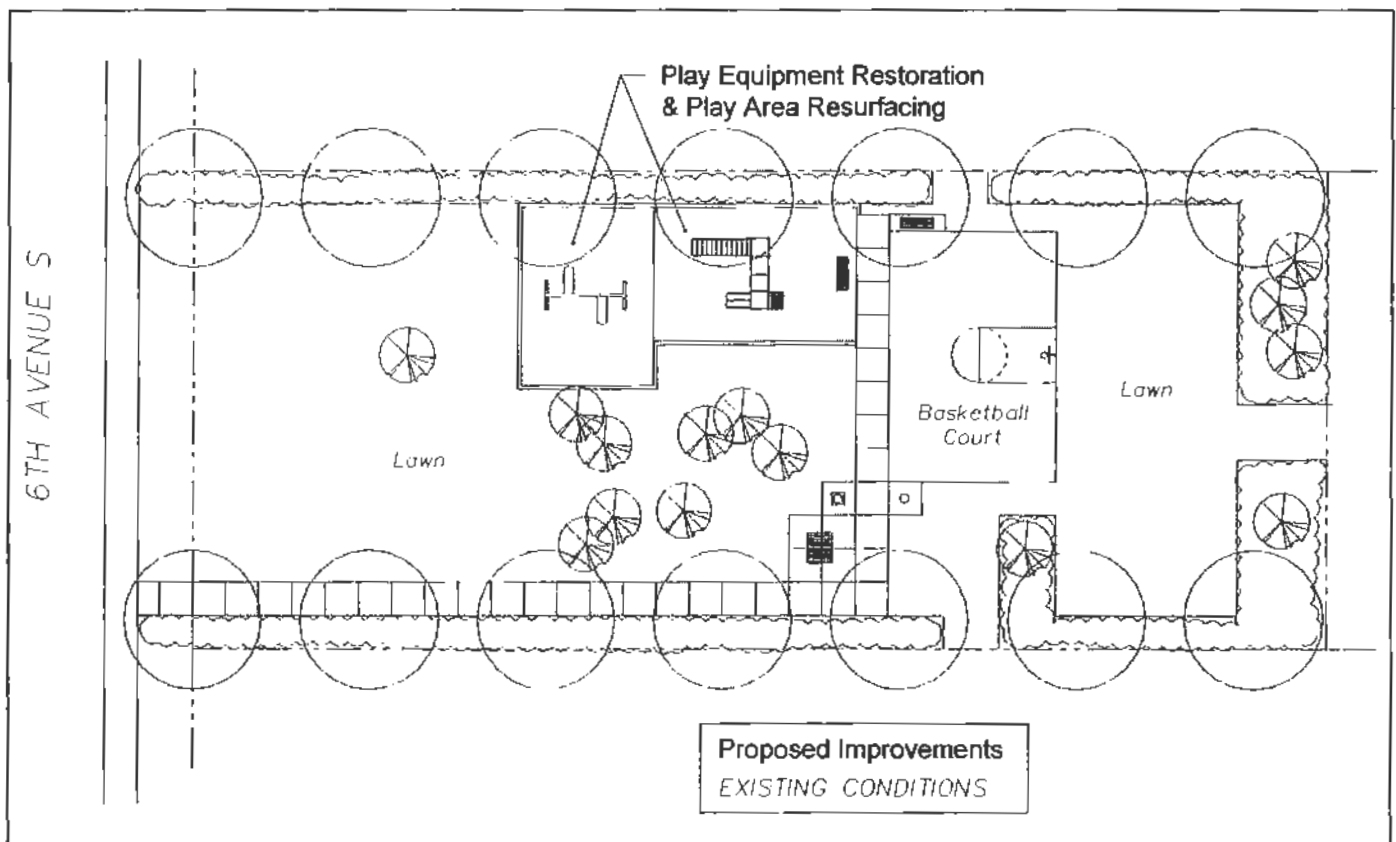


Design & Construction Cost: \$27,949
Maintenance Level: II
Existing Annual Maintenance Cost: \$12,800

Des Moines Parks, Recreation and Senior Services Master Plan

Westwood Park

Address: 6th Avenue S. & S. 192nd Street
 Size: 1.34 Acres
 Zoning: Residential; Suburban Estates
 Park Classification: Mini-Park
 Description: Westwood Park is a neighborhood park for passive and active use.
 Goal: Neighborhood recreation
 Existing Facilities: Walkway, sports court, play structure, picnic table, benches, drinking fountain
 Proposed Improvements: Play equipment restoration, and resurfacing.



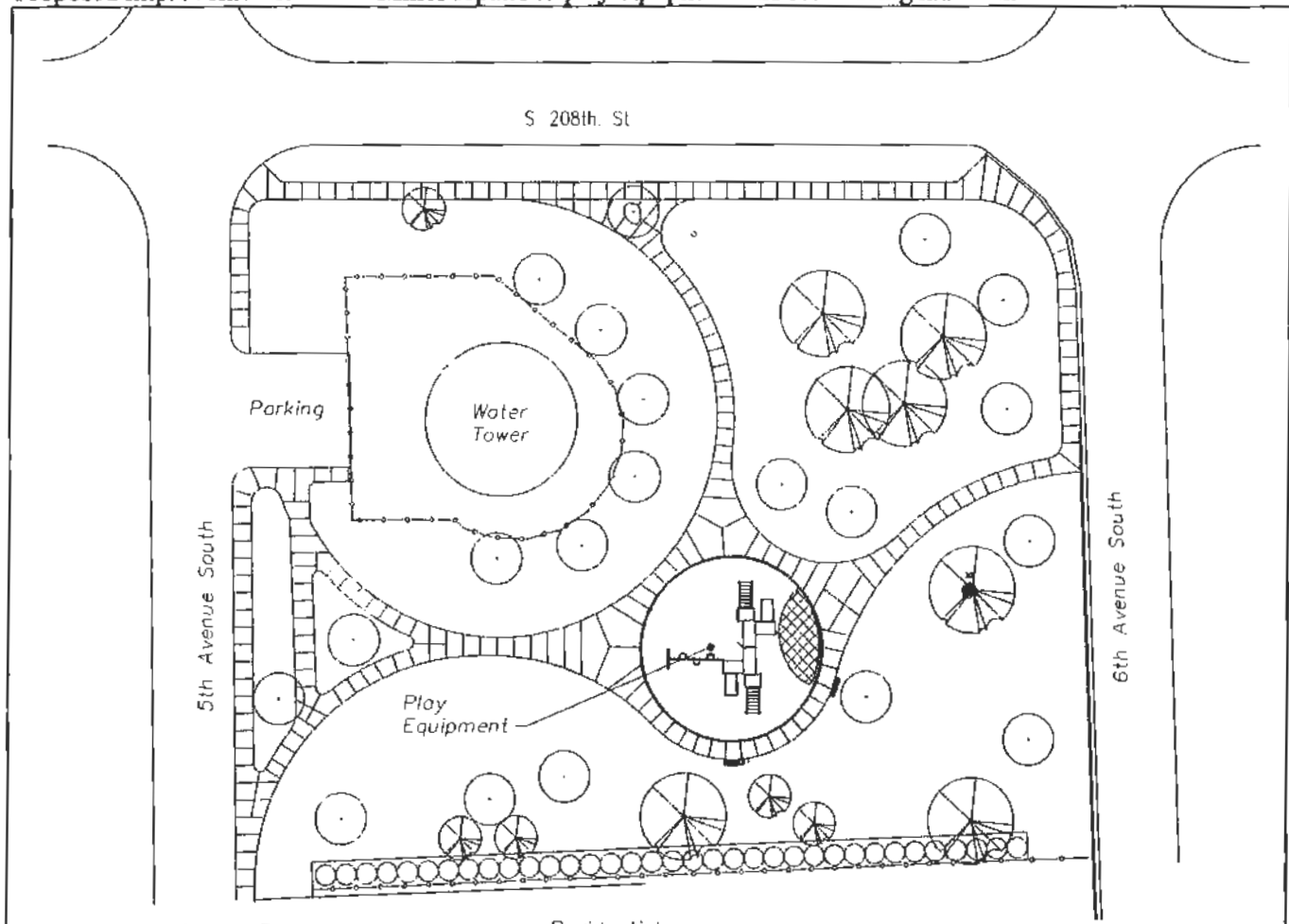
Design & Construction Cost: \$2,600
 Maintenance Level: II
 Existing Annual Maintenance Cost: \$6,000
 Annual Maintenance Cost for Proposed Improvements: \$0

PROJECT #11

Des Moines Parks, Recreation and Senior Services Master Plan

Water Tower Park

Address: South 208th Street between 5th Avenue South and 6th Avenue South
Size: 1.34 Acres
Zoning: Residential; Suburban Estates
Park Classification: Neighborhood Parks
Description: Water Tower Park is leased and managed by the City of Des Moines from Highline Water District with Play equipment, picnic tables, benches, open lawn area, pathways, on street parking, & irrigation.
Goal: Neighborhood recreation
Proposed Improvements: Minor repairs to play equipment and resurfacing material.

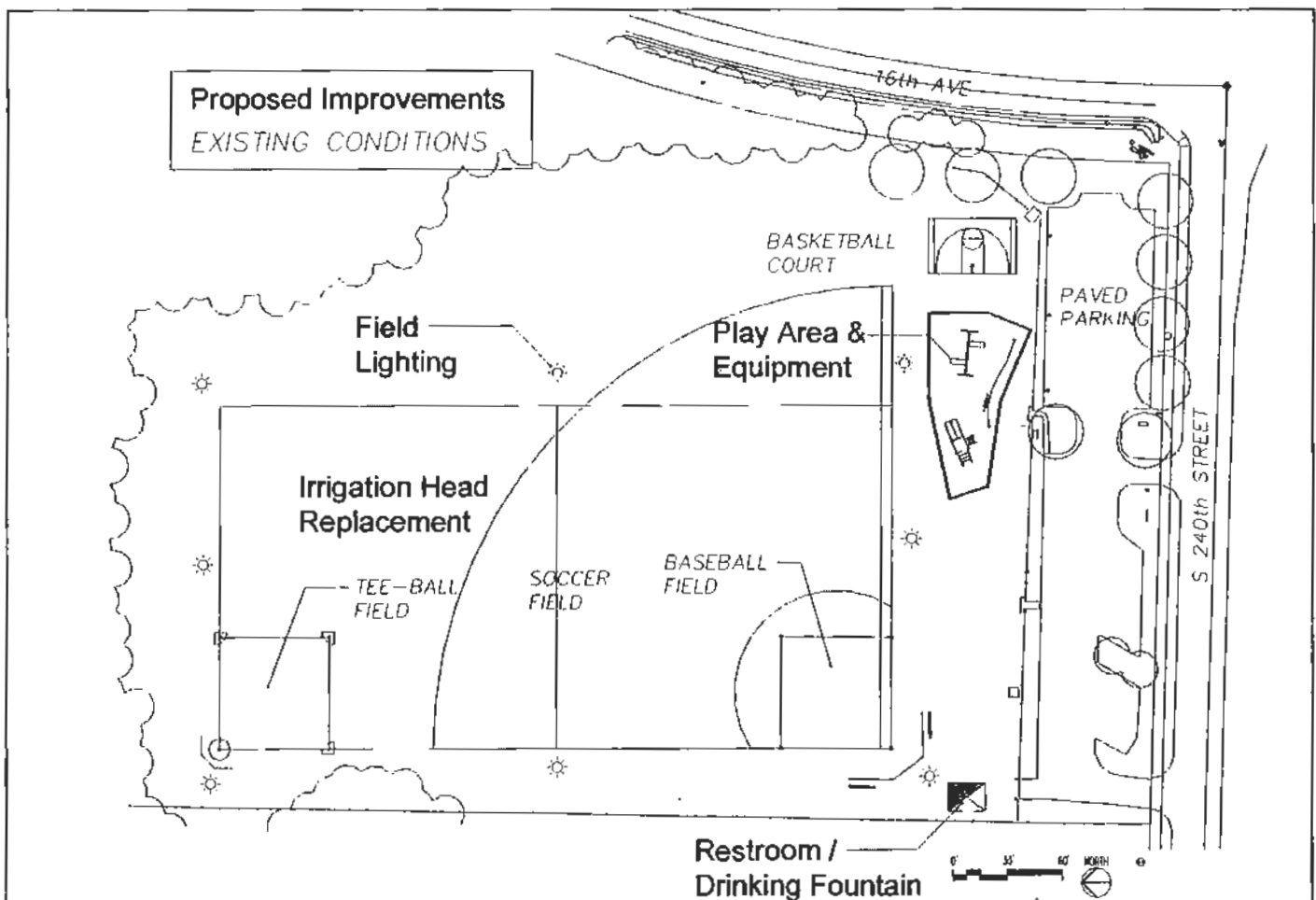


Design & Construction Cost: \$1,000
Maintenance Level: 1
Existing Annual Maintenance Cost: \$8,000
Annual Maintenance Cost for Existing Improvements: None

Des Moines Parks, Recreation and Senior Services Master Plan

Zenith Park (Interlocal Project)

Address: NW corner of South 240th Street and 16th Avenue South
 Size: 5.5 Acres
 Zoning: Residential
 Park Classification: Community Park
 Description: Zenith Park is a 5.5-acre community park with heavily used sports fields. The total Zenith site occupies 11.6 acres. The 5.5 acre developed portion is leased and managed by the City of Des Moines from the Highline School District.
 Goal: Community recreation, sports
 Existing Facilities: Multipurpose sports fields, sports court, and parking. Land leased from HSD.
 Proposed Improvements: Land Acquisition: 11.B. Park Improvements: 11.A. drinking fountain, play equipment and irrigation repair, 11.B. restrooms and sports field lights.



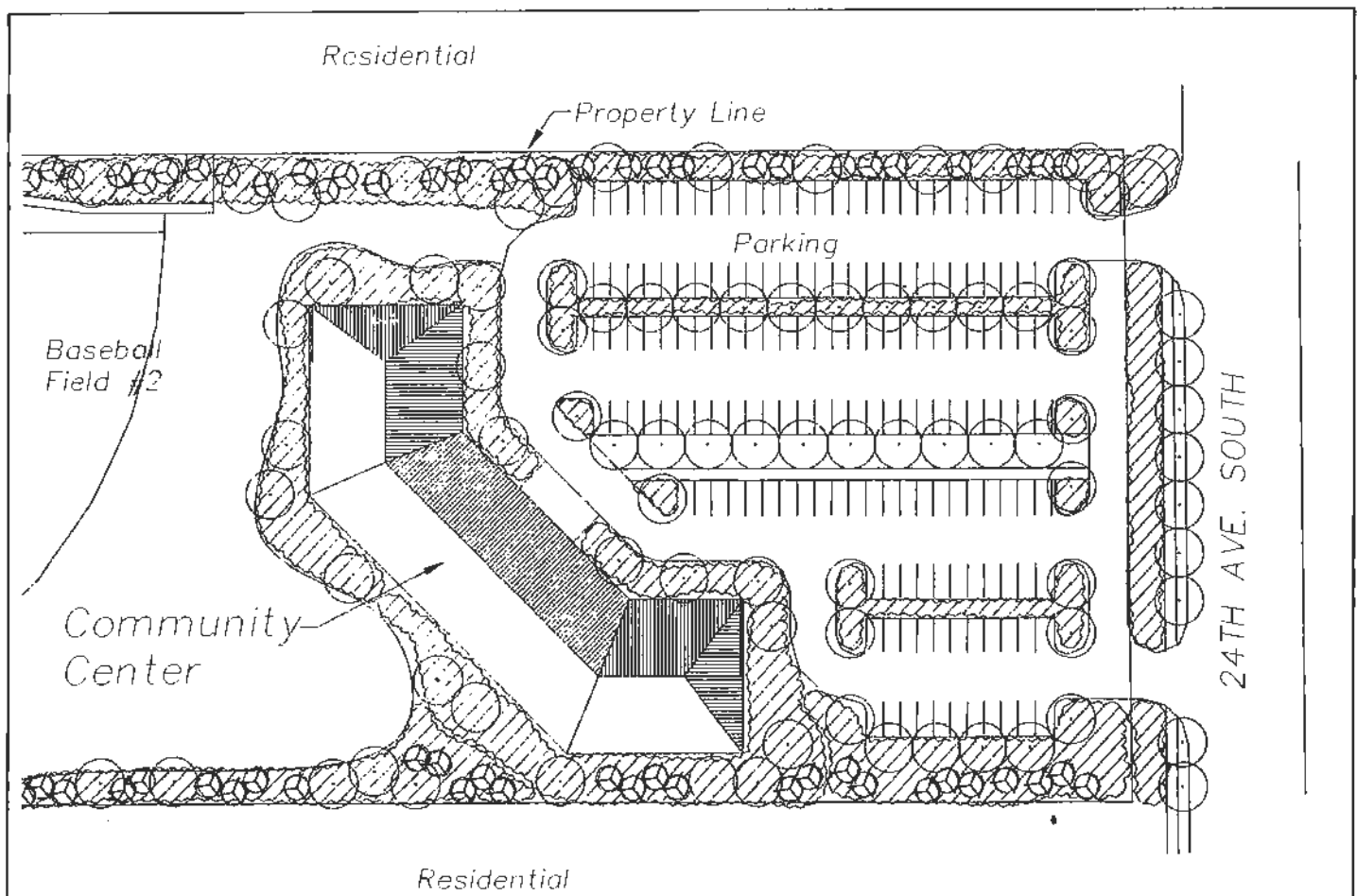
Land Acquisition: 11(b) \$500,000
 Design & Construction Cost: 11(a) \$71,000; 11(c) \$261,464
 Maintenance Level: I
 Existing Annual Maintenance Cost: \$30,000
 Annual Maintenance Cost for Proposed Improvements \$12,000

PROJECT #13

Des Moines Parks, Recreation and Senior Services Master Plan

Community Center (Conceptual Plan)

Address: 21939 24th Avenue South
Size: 20,000 sq. ft. (Phase I Core Facility)
Zoning: Residential; Suburban Estates
Park Classification: Community Park
Description: New 20,000 square foot indoor recreation facility pending City Council direction regarding site and building amenities. Proposed amenities at phased build out (based on Senior/Community Center Feasibility Study 1997) include: Commercial Kitchen, meeting rooms, large meeting hall, technology room, exercise room, arts and crafts room, gymnasium, performing arts auditorium, restrooms, and offices.
Goal: Community recreation
Existing Facilities: Infrastructure for surface water retention, water and sewer utilities
Proposed Improvements: Construction of a new multi-purpose recreation facility, parking, and trails connecting to Steven J. Underwood Memorial Park



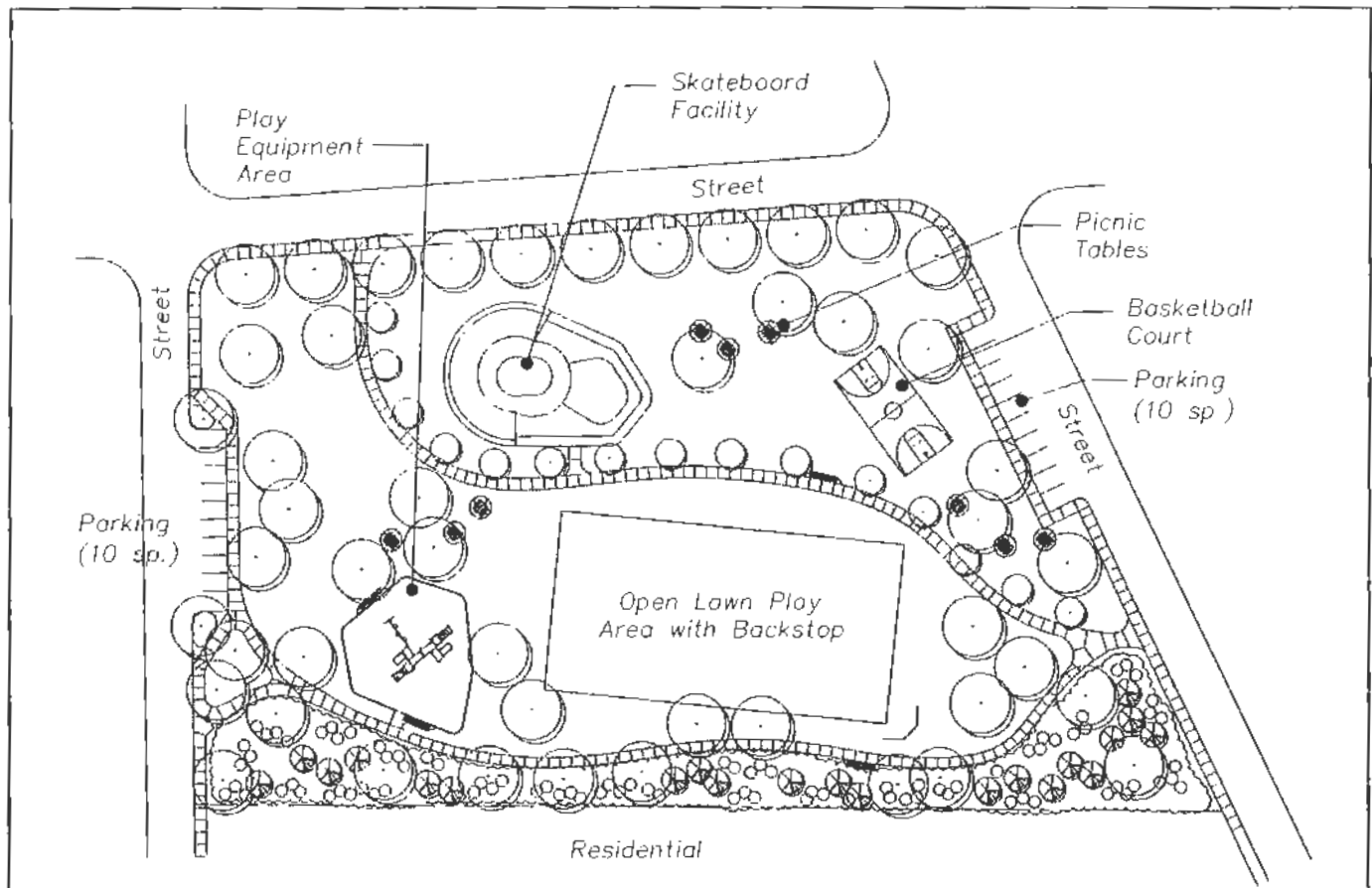
Design & Construction Cost: Phase I \$6,500,000
Maintenance Level: I
Existing Annual Maintenance Cost: \$5,000
Annual Maintenance Cost for Proposed Improvements: \$120,000-\$180,000

PROJECT #16

Des Moines Parks, Recreation and Senior Services Master Plan

East Woodmont Park (Prototypical Project)

Address: East Woodmont Area (Site TBD)
Size: 3 acres (Proposed)
Zoning: Residential; Suburban Estates
Park Classification: Neighborhood Park
Description: Three acre park for use by neighborhood in densely populated area of Des Moines.
Goal: Neighborhood recreation
Proposed Improvements: Land Acquisition: 16.A. Park Improvements: 16.B. Play equipment, sports court, picnic tables, benches, open lawn area, skateboard facility, pathways, off street parking, and irrigation.

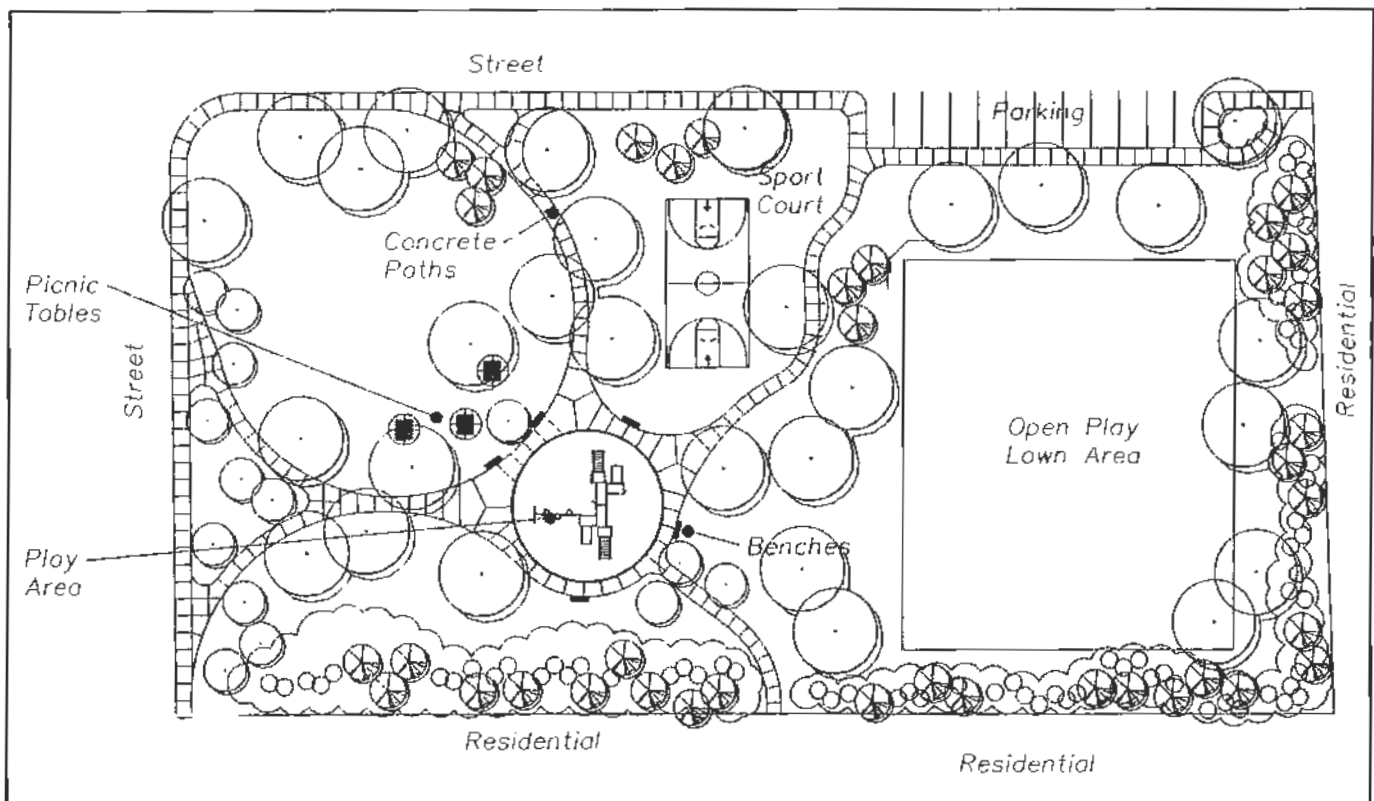


Land Acquisition: 16 (a) \$300,000-450,000
Design & Construction Cost: 16 (b) \$447,126
Maintenance Level: I
Existing Annual Maintenance Cost: None
Annual Maintenance Cost for Proposed Improvements: \$20,000

Des Moines Parks, Recreation and Senior Services Master Plan

Pacific Ridge Park (Prototypical Project)

Address: Pacific Ridge Area (TBD)
 Size: 2 Acres (Proposed)
 Zoning: Residential; Suburban Estates
 Park Classification: Neighborhood Park
 Description: Two acre park for use by neighborhood in densely populated area of Des Moines. May be replaced by expansion of Midway Park in Pacific Ridge Neighborhood.
 Goal: Neighborhood recreation
 Proposed Improvements: Park Improvements: Land Acquisition: 17.A. Park Improvements: 17.B. Play equipment, picnic tables, benches, open lawn area, pathways, off street parking, & irrigation.



Land Acquisition:	17(a) \$200,000-450,000
Design & Construction Cost:	17(b) \$229,500
Maintenance Level:	I
Existing Annual Maintenance Cost:	\$0
Annual Maintenance Cost for Proposed Improvements:	\$14,000

Appendix B

Workshops, Citizens, User Groups Surveys

Ad Hoc Parks, Recreation & Senior Services Community Workshops

Questionnaire Results – July 18, 2002

Senior Citizen Programs and Service

Respondents: 32

Please comment on the following options for providing a location for the Senior Center:

a. The city 29 should 2 should not provide services and programs for senior citizens.

Comments

Why ever not!

We have a huge senior population

They need them

We are a large part of this community

We are more likely the majority of residents

Be certain to capture whether the majority is for/against a multi-generational facility

Senior activities are well attended and should be continued as seniors look forward to participation

b. The city 13 should 17 should not repair the Beach Park Dining Hall (projected cost \$200,000 – \$800,000) and continue to provide Senior Services at that facility in the future.

Comments

Definitely inadequate

Need new community center

Use money for new facility

Use this budget item for better new facility

Site is not adequate

Long range planning – over 10 years away

I'd rather see the money spent on a new facility

For seniors to have a safe place, we may need to build a new building

If catch basin can reduce flooding, and repairs are not annual

Someone has told me it's on the National Historical List and must be maintained. If so it might as well be put to good use

The whole area and building is a huge asset for DM

The only option other than repair is demolition and sale of the property – that's a poor choice

It will only be damaged again during the next rain – time to move on

The Beach Park dining hall should only be repaired using grant money available for historical projects – then rent the facility for events

c. The city should 20 should not 10 build a new multi-purpose Community Center (for use by all ages) on city-owned property and locate Senior Services at that facility in the future.

Comments

Des Moines is a great City – This is definitely needed

Not at this time

As budget allows

However there should be space for our senior citizens

Seems like most practical approach

I think all ages benefit from each other. But if there isn't enough property maybe a second senior center should be built
However, there is great opposition to having it in the new sports complex. I haven't lived here long enough to know why
Especially if the Beach Park Dining Hall is not repaired
Poor area – high crime – under flight path
Use the current buildings, facilities, public works buildings, fieldhouse, church by the post office

- d. The city **should 5 should not 23** build a new Senior Center (for use by seniors only) on city owned property and locate Senior Services at that facility in the future.

Comments

All ages of citizens of Des Moines need recreational facilities
Restore what we have and provide a shuttle
This is a good idea but will be more costly
They should share with all ages
Let's put the senior center and community center together
Whatever is built should serve everyone unless there are going to be two facilities
Could this be built at the Beach Park?
Leave as is but somehow improve handicapped parking
Repair beach park facility

- e. The city **should 3 should not 25** expand the Des Moines Field House and locate Senior Services at that facility in the future.

Comments

Not feasible – already fully used outdoor spaces
I like the new community center idea
Is it being fully used now
Again, safety features in a new facility would serve them better

- f. The city **should 14 should not 12** remodel the Activity Center (former SoundView Baptist Church) on eastside of Post Office and locate Senior Services at that facility in the future.

Comments

Not for seniors necessarily – how about a general community center for all
RTP for good remodeling
Do this as a temporary measure
This area is very noisy because it's too close to the SeaTac Airport
Use for something, but not senior center – move camp khaos there
Senior services should be at one location again. This remodel would accomplish this as it may be years before money is available for a new community center

- g. The city **should 11 should not 17** continue to use multiple facility locations (such as the Masonic Lodge, Field House Gym, Normandy Park City Hall, and Activity Center) to provide Senior Services in the future

Comments

Only until the Beach Park Dining Hall is repaired
Too inconvenient
Temporarily – until a new facility can be built
Only for the short term until the activity center can be upgraded – the Masonic lodge and city hall
Should be dropped
We need a central location
One location would better serve the City's seniors

Seniors should have a center nearby which means several of them in diverse areas – but cost?
I think it would be better to be under one roof or nearby, than spread out all over
Concentrate on the Beach Park

- h. The city **should 9 should not 15** build a facility in collaboration with Retirement Facilities (such as Wesley Homes, Masonic Homes, Judson Park, etc.) to provide Senior Services in the future

Comments

Like to know more about what is proposed

Excellent way to save money on both facilities and power

- i. The cities of Des Moines, Normandy Park, SeaTac and Burien **should 5 should not 17** build one regional facility to provide Senior Services for Southwest King County citizens

Comments

Repair facility in cooperation with senior retirement facilities – building something or use a current facility for overflow needs

Again, one location means a transportation problem for all users in the meantime seniors cannot drive and public transportation is nil

It's a disgrace that Des Moines doesn't have a multi-purpose community center – go look at Tukwila or Seatac

Would increase load on overcrowded highways – 90-95% of Des Moines seniors can pay for services they want – why charge younger taxpayers for these things? Reduce taxes to encourage well-off seniors to contribute (voluntarily) to provide services for poor seniors

I'm in favor of maintaining/using current facilities not building new

Recreation Programs, Services and Facilities

Questionnaire Results – July 18, 2002

Respondents: 37

Please comment on the following options for providing future recreational programs and facilities:

a. The city should 84 should not 3 provide recreation programs and services.

Comments

Of course

Charge folks to defray costs

This extracts taxes (at point of a gun) from residents to support things they may not want or use

b. The city should 31 should not 5 work with the School Districts to enhance school facilities in city neighborhoods.

Comments

Cooperation advantages our children

School districts have a budget

Question – how

I'm not sure we should fund them, however

That is why we pay school taxes

c. The city should 25 should not 9 work with the Boys and Girls Clubs in White Center or Federal Way to provide programs for Des Moines kids or develop a "boys and girls club type program".

Comments

We have enough children to run our own

As long as the program doesn't discriminate. Kids need to stay busy – it keeps them out of trouble

Get input and coordinate to avoid duplication

Find out how they do it

d. The city should 29 should not 4 work with other cities such as Normandy Park, SeaTac, Burien, Kent and Federal Way to provide programs for Des Moines citizens.

Comment

Coordination is good for all

To promote intermural games

e. The city should 24 should not 10 build a new multi-purpose Community Center (for use by all ages, young and old) on city owned property.

Comments

Provided that senior facilities are separate

Yes, yes, yes

That location would serve an area that needs it

If taxpayers can afford to pay for their residents and Des Moines residents – let them

- f. The city **should** 12 **should not** 23 build a Youth and Teen Center (for use by Kids only) on city owned property.

Comments

Community center should be built sufficient to serve all ages
Kids and adults and seniors can use a properly designed community center
if you did a boys and girls club that would be enough
Community center would be better solution
Multipurpose means all ages
If money is available it is a big advantage in fighting gangs and crime
Revamp an existing site

- g. The city **should** 20 **should not** 30 expand the Des Moines Field House to provide Youth and Teen Programs.

Comments

Where – open spaces are also needed
Yes, if there's a demonstrated need
Perhaps renovate to make basement space useable
Although the uniqueness of the fieldhouse represents so much of Des Moines, a large community center would be better than expanding
Expand what and at what cost
Can it be expanded? I thought it was on the National Historical list
Could be good – kids probably need separate facility from seniors
If a community center were built teen/youth/seniors could be at one location
It was much larger when I was small – why did you contract it and now want to expand it

- h. The city **should** 18 **should not** 15 provide a mobile vehicle to provide youth and teen programs in low-income areas (such as at apartment complexes).

Comments

Good idea
Shuttle to fieldhouse for better exposure
Provide transportation from apartments to existing programs
We have an excellent bus infrastructure – let them use that
Reduce city taxes so charity has a chance
Are there any funds available to support this

- i. The cities of Des Moines, Normandy Park, SeaTac and Burien **should** 5 **should not** 24 build one regional facility to provide programs for Des Moines citizens.

Comments

They'd never agree
We need one in our city – 29,500 residents
Perhaps a good idea if it is accessible
As well as other cities
If there is a market for attracting many area wide inter mural sports competitions
What is wrong for one city is not made right by having it regionalized

j. The city should 28 should not 6 charge fees that cover direct costs for recreation programs.

Comments

Those most in need would be left out – we need to serve the low income children above all

Too many would be denied

They should charge fairly

Charge whom – Totally, every activity should be a profit center if it does not keep people away

Some fees if needed – matter of priorities

Need to charge but not necessarily 100% of the cost

k. The city should 23 should not 10 charge reduced fees for youth programs.

Comments

And provide scholarships

If scholarships also provided

On an income based level

They should charge fairly

Yes, but they should be low – there should be no charge for single parent families for these programs

Scholarships for low-income

Keep camp kaos and before/after school programs reasonably priced

l. The city should 30 should not 3 provide diverse, broad-based adult recreation programming.

Comments

All taxes (to support city activities) are forced by majority on everyone whether they want it or not

Clear trail starting at 5th avenue south and south 213th

Mini-Parks, Neighborhood Parks, Community Parks, Trails & Pathway, Conservancy Parks, Special Use Parks

Questionnaire Results – July 18, 2002

Respondents: 27

Please review the Parks and Facilities Map and tell us your priorities for future development of park facilities.

a. Children's play areas (play equipment, swings, slides) such as Cecil Powell Park and Kiddie Park.

More 12 Fewer 3 No Change 10

Comments:

If funds available

A waste of space – we need bigger parks not a bunch of tiny ones

Zenith Park needs a play area

Why subject the City to more liability for kids injured on City facilities

b. Neighborhood parks (with play equipment) such as Wooton Park, Water Tower Park, Westwood Park or Midway Park.

More 9 Fewer 1 No Change 13

Comments:

Wooton is heavily used – expand it

Especially in North Hill, Zenith and Woodmont areas

Developers of neighborhoods? Becomes part of the developer plan

c. Community Parks (parks with sports fields, tennis, volleyball and sports courts and play equipment, etc.) such as Field House Park and the future Steven J. Underwood Memorial Park.

More 13 Fewer 1 No Change 12

Comments:

I think the one at the south end of Des Moines would be great

Enhance fields to make more desirable to users

Steven J. Underwood should have a play area – little brothers and sisters need a place to play when older siblings are playing

Signs needed at Zenith Overlook

d. Waterfront Parks (parks with public access to Puget Sound) such as Beach Park and Redondo Beach.

More 11 Fewer No Change 14

Comments:

The two we have are great

More improved facilities – i.e., bathrooms, possible vendor use

- e. Nature Parks and Trails (parks that preserve the environment) such as Des Moines Creek Park and Trail, Barnes Creek Trail, City Park.

More 12 Fewer No Change 12

Comments:

I'd like to see the trail completed

- f. Entryways, View points and Streetscapes (park areas that provide a positive image for Des Moines) such as Big Catch Plaza, Marine View Drive and 7th Avenue trees and planters, and Overlook Park.

More 11 Fewer 1 No Change 13

Comments:

A few more at the north and south of Des Moines would be great for people in those areas

Have private partnerships with neighborhoods and businesses

I really like what we have

We don't seem to be able to maintain what we already have and they don't get "used" so it's a waste of money

- g. Marina and Boat Launch Areas (areas for boat moorage and boat trailer parking and fishing pier) such as Des Moines Marina and Redondo Beach.

More 3 Fewer 1 No Change 17

Comments:

These should add revenues

The north marina parking lot is perhaps the most significant "open space" in the city and should not be changed

Only build more if the cost can be recovered by user charges

Keep what we have and upgrade if necessary

- h. Specialized Areas in Parks (areas for skateboards, BMX bike tracks, Roller blades).

More 7 Fewer 1 No Change 16

Comments:

The one we have is awesome for kids – we need one in south Des Moines – maybe by 272nd or Wooton

I think we currently meet that need

How do we get people to use them

- i. Pools (wave pool, lap swimming, slides, diving area, wading area, etc.).

More 3 Fewer 2 No Change 17

Comments:

Keep Mount Rainier Pool going

Keep Mt. Rainier Pool – work on a park environment at that location with picnic tables, kiddy pool

- j. Golf Course (9 hole course, 18 hole course, driving range and/or putting course).

More 4 Fewer 2 No Change 15

Comments:

We have plenty of golf courses which use a lot of land to benefit small portion of public

Why should poor taxpayers subsidize rich golfers

Where do you have space

k. Historic Park (Des Moines Beach Park- restore buildings for historic use).

More 7 Fewer 5 No Change 8

Comments:

Restore what we have

I think you have to be realistic in this. Those buildings represent a lot but safety may force your hand. The key is designing a building that maintains the Des Moines charm but provides all of the amenities and safety our seniors deserve

Restore historic buildings at the Beach Park – this is an incredibly beautiful area

Since current legal theory seems to be that all responsibility for injury is to be paid for by the deepest pocket (e.g. tax payers) and not be the idiot who carelessly injured herself, the City, (i.e. taxpayers) need to eliminate such liability

As long as it floods it is a waste of money

Budget Items

Questionnaire Results – July 18, 2002

Respondents: 29

Please consider any of the following budgetary options regarding Parks, Recreation and Senior Services operations.

- a. The city **should** 6 **should not** 20 sell parkland to private interests to generate funds.
Agree 1 **Disagree** 3

Comments:

Areas are limited

Do not sell open space – all of the woods I knew when I was a kid are gone with the exception of the City owned park areas – such as Woodmont Park

If they're sold they're forever lost – Des Moines will find a way to remain viable

I couldn't disagree more

Require study but unused land should be sold to fund maximum use of other locations

Once parkland is gone – it would be extremely difficult to get it back

Which locations are the most valuable

- b. The city **should** 6 **should not** 23 close parks and recreation facilities.

Comments:

The quality of life depends on recreation

The City as a provider of general services has an obligation to provide park and recreation opportunities – we have an obligation to pay taxes to support

We should not close any of the parks – we depend on them

We should close any not used parks to acceptable levels

A city is more than just buildings – people need green space, play space for physical, emotional well-being

Based on use vs. cost to maintain

- c. The city **should** 5 **should not** 20 charge entrance or user fees at parks to pay for park operations, e.g. \$3.00 to \$5.00 day use fee to enter Beach Park. **How much?** \$5.00

Comments:

Not fair to those who cannot afford it\

I would pay at Redondo boat ramp and at the Beach Park

Public benefit should be shared by all taxpayers

I hope we do not need to do this – the City should maintain the park

I would leave Des Moines if fees were charged at Beach Park

I don't think a lot of folks really appreciate our parks – by the way they treat them --- trash, etc.

Grant committees should try to get money elsewhere before such a charge is evoked

Fees cut off lower income

After it is the parks are sold to private interest, let them charge

- d. The city **should** 23 **should not** 5 ask corporations to pay a fee for naming rights at city facilities e.g. "Safeco Field".

Comments:

Limited to not interfering with the environment

If it gets us a facility – why not

I really dislike this but it's one way to generate money

Depends – should be on a case by case basis

Every source of revenue should be explored
There's too much corporate presence already
Signs on trash cans

- e. The city **should** 22 **should not** 3 sell advertising at city parks and facilities to generate revenue.

Comments:

What ever it takes to keep it open
It helps – everywhere else it's done
Whatever we use we should pay for
I would debate if other options had been exhausted
Only as a last resort – a "tacky" source of revenue
Too much bureaucracy
Only if tax rate is subtracted from max. levy

- f. The city **should** 13 **should not** 8 ask Des Moines voters to pass a Special Parks District similar to Fire District and Library District to provide a stream of funds to support Parks, Recreation and Senior Services.

Please check your level of support of this option:

1. I would 16 I would not 1 support \$.50 per \$1,000 of my home's value to pay for services
2. I would 3 I would not 3 support \$.75 per \$1,000 of my property value to pay for services.
3. I would 6 I would not 1 support a Parks, Recreation and Senior Services District

Comments:

I think charging the market value is fair anything more is not
Your minimum is too high – it would never pass
I would pay higher taxes for a good cause

- g. The city **should** 5 **should not** charge higher fees for all facility use and services "Pay to Play". Please check the item(s) that reflect your level of support of this option:

1. I would 11 I would not 11 support increased recreation program fees for youth and senior citizens
2. I would 12 I would not 4 support increased recreation program fees for all but youth and senior citizens
3. I would 18 I would not 2 support increase facility rental fees (weddings, community gatherings, and etc.)
4. I would 11 I would not 7 support charging higher fees for community events
5. I would 17 I would not 3 support increased ballfield rental fees
6. I would 3 I would not 15 support park entrance fees
7. I would 12 I would not 4 support increased Marina moorage and boat launch rates

Comments:

Demand continues to outrun supply
Should not have inefficient government doing these things

King County, Sub Regional and State Facilities
King County- Mt. Rainier Pool
Questionnaire Results – July 18, 2002

Respondents: 29

With the impending pool closures, do you believe that the city should consider any of the following options regarding the Pool?:

a. King County should 8 should not 10 close Mt. Rainier Pool if they can't afford to operate it.

Comments:

The County should get grants/user fees and maintain the pool

King County should close pool and they shouldn't pay millions for countless lawyers for Ridgeway – Should government extract taxes from residents (at the point of a gun) to force them to pay for pools and parks

The pool needs to stay open

Sell to private firm

Keep operating if possible

b. King County should 17 should not 2 keep Mt. Rainier Pool open and make cuts elsewhere.

Comments:

Create a better revenue source originating from the pools activities – i.e. more classes – coordinate classes for seniors through senior center and homes

Keep the pool open and increase user fees

c. King County should 14 should not 5 contract with another private entity to run Mt. Rainier Pool.

Comments:

If it will better manage the money

If it will keep the pool open – yes

If they find someone to run it at a profit

If this would keep the pool open – then yes

d. City of Des Moines should 11 should not 9 accept the transfer of Mt. Rainier Pool from King County.

Comments:

I think the City could do things to generate greater pool revenue and hopefully create a profit or at least break even

The City should insist that the pool is transferred to the City in good condition and operate it with user fees

Would like a business analysis – can we boost revenues

Could Des Moines charge enough to pay for its operations --- If it is a profit center – definitely yes

e. King County **should** 11 **should not** 11 transfer Mt. Rainier Pool to Highline School District.

Comments:

I think the City would be better equipped to handle management

Perhaps a joint operation of school district and City could be achieved – we need creative thinking here

The school district just passed a bond for a significant amount of money – They are probably one of the biggest users of the pool and should be able to afford to operate it

Ultimately they will own it – why not now

Would Highline be able to generate more business, if so then maybe the answer is yes

Any group that can operate the facility at a minimal loss

f. King County **should** 6 **should not** 11 collaborate with cities and/or other agencies to provide fewer, regional pools in the future. Keep some of the existing pools open until new pools are built.

Comments:

The pools would be a transportation problem for the very people who would benefit

I think Mt. Rainier Pool could be made profitable, but it would need to be remodeled which would cost a lot – A regional pool like in Federal Way would be a great compliment – I think our large senior population would use it if transportation could be coordinated

The pool could be jointly owned and operated by the various stakeholders, school district, City, County and private entities

The more general question is whether operating pools is a legitimate government function – If so what level of government

Swimming is a life skill that must be encouraged and supported

Swimming is one of the few life-long sports – it should be encouraged – many small pools are better than fewer Olympic-sized

We need to discuss priorities

There must be a lot of information that I would need to know to make an informed decision –

Ultimately the money comes from citizens whether county/school/or city operate the pool

King County, Sub Regional and State Facilities
Washington State- Salt Water State Park
Questionnaire Results – July 18, 2002

Respondents: 29

Do you believe that the city should consider any of the following options regarding the Park?:

a. The State should 3 should not 19 close the Park if they can't afford to operate it.

Comments:

Tons of people visit this park – it is too used to close
Find another way to keep it open

b. The State should 21 should not 1 keep the Park open and make cuts elsewhere.

Comments:

c. The State should 12 should not 10 contract with another private entity to run the Park.

Comments:

Has this ever been done
If it would save money

d. The City should 12 should not 10 accept the transfer of the Park from the State if asked.

Comments:

Good idea but where would the money come from
This would be a huge asset to the City – Especially if it could generate revenue to defray costs
Only if State Parks Dept. got integrated with Highway Dept. as in Oregon
The City and the State should consider joint operation with the City managing the beach and picnic areas and the State operating the camping areas
Only if it can be a profit center

e. The State should 21 should not 4 charge user fees to pay for park operations and maintenance.

Comments:

Users should pay at least a minimal fee. If the City accepts the transfer, heavy fees for use would be needed and the campground must be closed
A minimal fee – maybe for parking -- \$2.00 discount for car poolers
Saltwater is one of the few public beach accesses – the state should keep it open
We need the few beach parks still available to the public
If that's what it takes – Doesn't seem like many options have been examined though

King County, Sub Regional and State Facilities

South King County- Off Leash Dog Area

Questionnaire Results – July 18, 2002

Respondents: 29

Do you believe that the city should consider any of the following options regarding a Dog Park to serve South King County?

a. The city **should** 15 **should not** 10 collaborate with other South King County cities and King County to develop an off-leash dog area.

Comments:

We need this – the closest off-leash area is Marymoore

My cats think dogs are unnecessary, obsolete life forms

Why do we need to commit money if the other cities are already planning on doing it

Dog lovers will love ya

b. The city **should** 13 **should not** 6 increase dog licensing fees in the amount of \$1.00 to \$5.00 per year (fees are currently \$10 per year for altered dogs and \$20 for dogs not altered) to help pay a portion of the costs associated with a South King County Dog Park.

Comments:

Raising it \$2.00 or \$3.00 is completely reasonable – esp. if owners know that amount will support a dog park

Except for limited and low income seniors

c. The South King County cities and King County **should** 4 **should not** 15 contract with an outside private entity to run the Dog Park.

Comments:

If doable – it still needs oversight by the Cities and King County

City of Sea Tac or King County should do

It depends on who runs it more efficiently

Whoever gets the fees should have that responsibility

d. The city of Des Moines **should** 10 **should not** 15 allow pets on Des Moines beaches and tidelands during summer months (similar to Seattle and other waterfront cities) due to sanitary and safety concerns.

Comments:

Definitely – some pet owners are irresponsible

Responsible owners will stoop to scoop – Ticket those who don't because they ruin it for all of us

With fines if off leash or not "scooping"

e. The cities and King County **should** 12 **should not** 10 charge user fees (such as a membership or parking fees) to pay for Dog Park maintenance and operations.

Comments:

Users should pay

I'd pay a little something – Also get a concessionaire to generate revenue

f. The city should 6 should not 13 build a Dog Park within city limits to serve Des Moines.

Comments:

Amen!, but that's probably a ways off – I'd rather my \$2.00 or \$3.00 license fee go to the park in my own City rather than regional, but regional will have other revenue sources

We do not need an off-leash dog area – all dogs should be on a leash and owners should clean up after their pets

Owners should do a better job of cleaning up after their pets

King County, Sub Regional and State Facilities

City of Kent- Seattle Sounders Soccer

Questionnaire Results – July 18, 2002

Respondents: 29

The City of Des Moines plans to build two soccer fields in the future as part of Steven J. Underwood Memorial Park. Do you believe that the City should consider any of the following options regarding the proposed Soccer Stadium?:

- a. The city **should 6** **should not 14** contribute funds for regional soccer fields to be located at the proposed Sounders Soccer Stadium.

Comments:

This depends on whether Des Moines fields do not provide enough for the demands
We are getting soccer fields at Underwood Park
Working with the Sounders would be good

- b. The city **should 22** **should not 2** build soccer fields at Steven J. Underwood Memorial Park as funds are available and as identified in the 1997 Parks, Recreation and Senior Services Master Plan.

Comments:

We know soccer fields are needed. Do we know that with Des Moines Sports Park completely built, there will still not be enough
Then don't contribute to sounders
Could a partnership be formed with soccer organizations – not a business
Des Moines voters said no – we should abide by their wishes
Relatively inexpensive to build and maintain – attracts kids in multiple groups

- c. The city **should 15** **should not 5** build soccer fields at Steven J. Underwood Memorial Park in collaboration with a private entity to share construction and ongoing use and maintenance costs.

Comments:

If this really is a viable possibility
If it defrays city costs
If collaboration saves costs and benefits the community

- d. The city **should 22** **should not 1** collaborate with Highline and Federal Way schools to renovate or build future sports fields for use by Des Moines youth.

Comments:

Too many unknowns – what is the demand – our children must be served
Should collaborate at the facilities within the City limits
Use of school sports fields throughout the year by youth gives them a place to play and keep active
We need to work together with other communities to make sure we adequately meet the kids needs
Soccer is definitely intermural so if other cities collaborate with Des Moines then DM should reciprocate

Quality of Life and Economic Development

Questionnaire Results – July 18, 2002

Respondents: 29

What of the following options for quality of life and economic development do you believe will enhance the Des Moines Community?

a. The city should 24 should not 3 provide resources to enhance economic development in Des Moines.

Comments:

More revenues by increasing tax base

Resources should include zoning/tax breaks – make it more business friendly

Cities have been very successful in attracting suitable employers with detailed information, tax incentives, motivations, etc.

We need to be business friendly but not at the expense of tax-payers

City should facilitate economic development thru zoning, tax incentives, etc. The Chamber of Commerce should promote/provide resources to enhance development

Taxpayers should not be forced (at point of a gun) to pay for what some consider “art”

b. The city should 17 should not 8 paint murals or acquire public art in key downtown and/or other areas (waterfront or historic theme) and create a walking tour of downtown art, parks, gardens and murals.

Comments:

Panel of judges according judging DM citizens compositions

A lot of volunteer programs exist which could facilitate this beautification with little expense to the city

Later perhaps but not a current priority

Art work should be community-based -- there are many find artists at our schools and college – display their work to build support

c. The city should 24 should not 3 promote its outdoor fields and indoor sports facilities to tournament organizers for weekend use to generate revenue.

Comments:

If it makes us money

Some badminton facilities would be fine

Make sure that organizers are organized to minimize impact on staff – basically a wise business decision

Facilities should be used to the maximum

d. The city should 18 should not 7 preserve Des Moines Beach Park Historic facilities for community use and provide interpretive signage and displays similar to Fort Nisqually in Tacoma and British and American Camps on San Juan Island.

Comments:

Preserve yes – but no on the displays

Fort Flagler – example – vacation and conference center

These buildings are close to a lot of peoples hearts and cannot be replaced

Ugh – the buildings have no historical value and should be demolished

When we can afford it

- e. The city **should 19 should not 6** complete construction of Des Moines Creek Trail from the Beach Park to SeaTac and connect with other suburban trails (such as Interurban Trail, Green River Trail) to draw bikes and pedestrians from throughout the region.

Comments:

Port should help fund

This is not a priority based on current budget woes

Already done

Only if it is paid for by outside funds

Sell it to private developer to run area – If no one is willing to pay to save these buildings tear them down and build conveyor belt

- f. The city **should 22 should not 1** promote pedestrian friendly areas in the downtown (such as make sidewalk improvements along 223rd between the Beach Park/Marina to Marine View Drive S.) and make it safer to cross the street.

Comments:

Put in sidewalks

Improving access not only encourages use but also encourages business to invest in their buildings – upgrade is good for all

City has many walkers and should encourage more

Safety and ready access is important

- g. The city **should 17 should not 7** invest in entryways, banners, flower baskets and other image-improving items to increase Des Moines' image.

Comments:

Private/public partnerships

Depends – banners yes – flower baskets in the entryways – no

Think Victoria – famous for hanging baskets

Not worth the energy and money

Some would be ok but the bulk of our money should be spent on improving life for our city residents

The City should invest but it's a low priority – need to bring businesses that people want to spend time and money on – i.e., Poulsbo, Edmonds

Use the Legacy Foundation not taxpayer money

- h. The city **should 15 should not 5** market the Downtown area as a Harbor District and promote the amenities at the Marina and Beach Park (building rentals, boat moorage, restaurants, view parks, gardens, etc.) along with the local businesses.

Comments:

Maximize economic use of Marina

Market it to the many instead of the few – public vs private moorages

Good idea

Build permanent conveyor belt facility – after construction of new runway, transport to water taxis/ferries to west sound, Tacoma, Seattle

- i. The city **should 15 should not 5** encourage tourism by creating and distributing a year-round schedule of Des Moines festivals, special events and cultural events to draw visitors to the area.

Comments:

The Chamber should do this

Poor use of taxpayer funds – If it were economically viable let the Chamber do it

- j. The city should 18 should not 1 promote Community Events at the Marina and/or Beach Park to generate revenue and economic development in Des Moines.

Comments:

A community without events is not much of a community

Definite advantage to generating additional funding for other projects

This costs a lot in police (security) services and can attract unwanted crowds

I don't care for the extensive use of the beach park by camp khaos, it's difficult for anyone else to use the facility/equipment

- k. The city should 13 should not 4 sell concession rights to businesses that want to operate fast food restaurants, coffee shops, and/or other concessions at park facilities.

Comments:

Only if the City profits

Should be local and selective about vendors

Profit centers must be maximized

Good source of revenue

- l. The city should 11 should not 5 establish Hotel/Motel Tax for promotion of events and facilities in Des Moines.

Comments:

Seems to work in other places without protest

- m. The city should 1 should not 17 charge for parking or other day uses at public facilities.

Comments:

We need to encourage the use of facilities and ground – spend money on good businesses

Questionable unless facilities are strained to maximum and it is desirable to reduce usage in exchange for revenue

City shouldn't be in the parking lot business

Des Moines Beach Park Master Plan

Questionnaire Results – July 18, 2002

Respondents: 30

Please comment on the following options regarding future uses of Des Moines Beach Park:

- a. The city **should** 15 **should not** 8 follow the existing 1987 and 1997 Des Moines Beach Park Master Plans for future public use.

Comments

Update the plan to meet current needs – forget the old buildings they are not worth rebuilding

Needs revision

Apply for historical grants to preserve those buildings

- b. The city **should** 17 **should not** 11 preserve Beach Park historic buildings such as the Dining Hall (estimated cost \$200,000 – \$1M) for future public use.

Comments

It's still cheaper than new building – also the area is unique

Waste of money

If not, remodel or new should incorporate the feeling you get from the old historic buildings

It is not historically significant or beautiful

Buildings and area are worth saving

- c. The city **should** 18 **should not** 8 complete the Des Moines Creek Trail from north of the Midway Sewer Plant, cutting through the fill at creating a bridge at Marine View Drive S. Bridge to allow for trail and fish passage to Puget Sound.

Comments

Not a priority

Many walk the marina – it would be ideal to connect up with DM Creek Trail

- d. The city **should** 8 **should not** 19 do whatever it takes keep the Senior Center at the Beach Park regardless of cost and/or environmental issues.

Comments

Need new community center(3)

Don't give it up until new one is built

Beach Park should be a visitor focal point – use to enhance tourism

People are close to this area and enjoy it

Let's make it a park for everyone

Keep it if possible but not at any cost

Need newer stuff for special needs seniors

- e. The city **should** 21 **should not** 6 restrict tideland uses such as digging for shellfish and disturbing other tidal creatures.

Comments

Inedible anyhow

Restrict fishing/crabbing from the pier also – dirty mess – unattractive – more police protection

Problem is typical tragedy of the Commons (If everyone owns it no one is responsible so it gets overused)

- f. The city **should** 14 **should not** 10 remodel the Activity Center (former SoundView Baptist Church) on eastside of Post Office and locate Senior Services at that facility in the future.

Comments

Could be interim facility – city owned

Use for other than lunch and exercise programs

A possibility – I would rather see money spend there than on dining hall

Let's get on with the project

Follow the plan for a community center at Underwood Memorial Park

Too close to SeaTac – very noisy – Playfields should not be built in such a noisy area

Remodel for another use before building anything new

- g. The city **should** 11 **should not** 9 make pedestrian improvements such as sidewalks and speed bumps to enhance park user safety at park entrance and along roadways.

Comments

Save money

- h. The city **should** 18 **should not** 7 utilize Beach Park facilities to enhance Marina operations (for use by visiting boaters, cruise ships, or other water oriented activities).

Comments

It is the Waterland City

Leave as is

- i. The city **should** 16 **should not** 10 utilize Marina facilities for non-boating recreation purposes such as pedestrian and bike trails, special events and tourism opportunities.

Comments

Let's use the Beach Park for Everyone – Boaters have other choices – Des Moines citizens have very little beach access as it is

Keep it for local use

This area is too fragile for concentrated use – this is a salmon spawning creek which need protection

The senior activities need to stay in the Beach Park

Bring back business

Leave as is

Respondents: 106
 dline: Oct.15/01

CITIZENS SURVEY RESULTS

2002 Parks, Recreation and Senior Services Master Plan

1. How often do you and/or family members use the following Des Moines Parks?

	once/year	seasonally	monthly	weekly	daily
Des Moines Fieldhouse Park	12	23	13	11	
Zenith Park	12	9	2		
Highline and/or Federal Way Schools Sports Park	7	17	6	6	5
Overlook Park I or II	15	11	9	8	3
Zenith Park	10	5	3	3	1
Des Moines Fieldhouse Park	3	24	17	28	10
Des Moines marina & Fishing Pier	3	28	10	14	8
Redondo Beach Park/Boardwalk	8	11	14	21	3
Saltwater State Park	19	37	10	6	3
Cecil Powell Park	6	4	1		1
Kiddie Park	4	4			
Parkside Park	6	4	1		
Midway Park	6	4	2	1	1
Water Tower Park	8	7	1	1	
Westwood Park	6	2			
Wooton Park	8	9	2	1	
Barnes Creek Trail	8	6	1	1	
City Park	8	6	4	1	
Des Moines Creek Park/Trail	9	12	10	5	1

2. Rate the importance of providing parks, recreation and senior services to your family and/or community.

	High	Moderate	Low	No
City Parks	5	35	4	
Community Recreation	41	39	9	1
Senior Services	53	19	17	6
Youth Services	53	25	10	7
Human Services	44	25	14	11

3. How do you view satisfaction with parks, recreation programs and senior services?

	Excellent	Very Good	Sat	Unsat	No Opinion
City Parks	21	43	22	3	6
Community Recreation	11	33	23	7	19
Senior Services	22	20	12	2	35
Youth Services	13	13	17	3	44
Human Services	5	18	19	2	42

6. Rank the following parks, facilities and programs according to their priority for funding. (Rank 1 as highest priority and 10 as lowest priority.)

	High	Moderate	Low	No Opinion
Sports Fields	29	36	20	8
Community Center	57	26	4	3
Neighborhood Parks (1-5 acres)	30	48	14	2
Trails	31	38	18	3
Historic Preservation	35	31	25	7
School Athletic Fields	34	36	21	4
Aquatic Facilities (indoors)	36	24	12	2
Waterfront Parks (beach access)	45	30	4	2
Nature Parks and Open Space Preservation	28	25	21	2
Specialized Parks (skateboard, bmx, sports courts)	32	12	15	2
Maintain existing parks and facilities	73	10	3	

7. Rank the following programs, facilities and services according to their priority for funding. (Rank 1 as highest priority and 10 as lowest priority.)

Pre-School:

Parent/Child activities	19
Playgrounds	26
Camps/classes	18
Sports	22
Other:	

Elementary age youth programs:

Before/After School	11
Summer Camps	16
League Sports	24
Cultural Arts	11
Other:	

Teen programs:

After School	13
Dances	15
Excursions	9
Weight Room	8
Camps	10
Other:	

League Sports	16
Teen Center	14
Internships/Job Preparation	23
Late Night Programs	9

General Programs/Adult Classes

Fitness	52
Wellness	35
Parenting	10
Volunteerism	13
Gardening	21
Technology	15
League Sports	11

Open Gym	24
Weight Room	27
Languages	11
Sailing	5
Tennis	6
Golf	11

Other: Cooking/Crafts/Scuba Diving/CPR/Financial Classes

Senior Classes, Programs and Services

Fitness	25
Wellness	22
Dance	15
Arts & Crafts	11
Volunteerism	10
Gardening	6

Other:

Technology	7
Trips and Travel	18
Cards	3
Sports Leagues	4
Individual Sports	2
Transportation	12

Family Programs:

Summer Concerts	39
Community Picnics	17
Fun Runs & Walks	28

Other:

Holiday Special Events	55
Open Gym	22
Swimming	44

Programs are ranked as important, significant, good/very good, very good, excellent, and outstanding. Percentages are based on the total number of responses received.

	High	Moderate	Low	No Opinion
Pre-school programs	24	30	13	16
Afterschool programs for school age children	44	27	7	10
Teen social programs	37	36	6	11
Senior citizen programs	38	40	6	11
Family programs	30	45	3	4
Programs for low-mod. income youth/families	38	33	9	3
Transportation to recreation/senior services	21	18	13	3
Collaborative programs/Highline/Federal Way	32	28	15	11
Collaborative programs with other cities/King County	17	35	18	7

Other: Summer Neighborhood Programs for Kids

Programs are ranked as important, significant, good/very good, very good, excellent, and outstanding. Percentages are based on the total number of responses received.

Program Guide	95
City Currents	57
Friends	31
Family	14
School	18

Cable Channel 21	9
City Web Page	7
Senior Services Newsletter	17

Other: Human Services Committee/City Council/Library/Des Moines/Woodmont

- 17 North Hill
- 22 Pacific Highway/Midway
- 24 Downtown
- 21 Zenith/Parkside
- 12 Woodmont
- 3 Redondo
- 7 Other:

City of Burien/Kent/Normandy Park/SeaTac/Huntington Park
Unincorporated King County _____

9. How many persons in your household?

Under 5 years	<u>35</u>	35 to 54 years	<u>79</u>
5 to 9 years	<u>24</u>	55 to 64 years	<u>23</u>
10 to 14 years	<u>34</u>	65 to 74 years	<u>26</u>
15 to 19 years	<u>12</u>	75 to 84 years	<u>8</u>
20 to 34 years	<u>46</u>	85 + years	<u> </u>

City of Des Moines Park & Recreation Department

User Group Survey Results

August 20, 2002

Respondents:

**Evergreen Luthern High School
Des Moines Junior Football and Cheer
Scarsella/Stripe Rite Softball
Whole Truth Ministries
Team Buchan Tennis
Des Moines Gospel Chapel
Des Moines/Midway Soccer
APPLE Parenting
NW Dodgers Baseball Club
Des Moines Co-ed Senior Softball Team
Mt. Rainier High School**

- 2. Does your organization primarily serve Des Moines residents or, is it part of a larger County or State entity? Please place a check mark(s) on the blank following the statement best describing your organization.**

Serves Des Moines Only	(1)
Serves Highline School District	(3)
Serves Federal Way School District	
Serves South King County	(3)
Serves King County	(3)
Serves Washington State	

- 3. What is your local membership in 2002?**

3 people	200 people	1,200 kids
15 people	335 people	
30 people	500-600 kids	

- 4. How many years has your organization existed in the Des Moines area?**

1 – 1 year	1 – 12 years	1 – 20 years	2 – 50 years
1 – 3 years	1 – 14 years	1 – 45 years	1 – 54 years

5. Over the next five (5) years, do you expect your membership to grow or reduce in size? Please check one of the following percentages you estimate your membership will grow or decline over the next five (5) years:

0 - 5%:	Grow (2)	Decline ____
6 - 10%:	Grow (5)	Decline ____
11 - 15%:	Grow (1)	Decline ____
16 - 20%:	Grow (2)	Decline ____

6. Please circle those months in which your group is most active in recreation programs.

January (2)	May (5)	September (6)
February (2)	June (5)	October (5)
March (3)	July (7)	November (5)
April (5)	August (8)	December (3)

7. During which of the following times are your activities scheduled? Please check all that apply.

Weekdays during daylight hours (dawn to dusk)	(5)
Weekdays (after school to dusk)	(5)
Weekdays during evening hours (dusk until 11:00 PM)	(1)
Weekends during daylight hours (dawn to dusk)	(4)
Weekends during evening hours (dusk until 11:00 PM)	(2)

8. Which of the following categories describes the primary focus of activities provided by your organization? Please check all that apply.

a. For individuals	(7)
b. For couples (married or unmarried)	(3)
c. For families	(4)
d. For children (0-4 years)	(3)
e. For children (5-9 years)	(3)
f. For youth (10-14 years)	(4)
g. For teens (15-19 years)	(5)
h. For young adults (20-24 years)	(2)
i. For adults (25-34 years)	(2)
j. For adults (35-44 years)	(2)
k. For adults (45-54 years)	(2)
l. For older adults (55-59 years)	(3)
m. For older adults (60-64 years)	(3)
n. For older adults (65-74 years)	(3)
o. For older adults (75-84 years)	(2)
p. For older adults (85 and older)	(2)
q. For special needs	(1)
r. For developmentally disabled	(2)

9. Please list the recreation sites, parks or other facilities including schools, community centers, churches or other locations your organization uses within the City of Des Moines. Please list your primary site first. Also indicate the frequency of use and average number of persons participating in activities at those sites on the appropriate blank. Please refer to the attached Map and Legend provided when identifying Des Moines Facilities.

<u>FACILITY NAME</u>	<u>FREQUENCY OF USE</u>	<u>NUMBER OF PERSONS</u>
Pacific Middle School/Mt. Rainier High	Spring Track Season	20
Zenith Park – Softball	Spring	
Still looking for Soccer Facilities		
Mount Rainier Highschool	5 day/week	130
Midway Elementary	2 days/week	50
Des Moines Ballfields	2 days/week (Mar/May)	15
Fort Dent Park – Tukwila	2 days/week (May/Aug)	15
Des Moines Field House	3 days/week	30-80
Mt. Rainier High School	1 day/week	12
Highline Community College	3 days/month	50
Salt Water State Park	1/year	40
Wa State Trooper Facility	6-7 days/week	42
Olympic Elementary School	“ “	“
North Hill Elementary	“ “	“
Des Moines Field House	“ “	60
Zenith Park	“ “	42
Parkside Elementary	5 day/week	42
Des Moines Fieldhouse	1-2 times/week	18
Des Moines Fieldhouse	2 days/week	18
Zenith Field	2/week	
Des Moines Library	Weekly/Sept.-June	30
Mt Rainier H.S. Gym	daily	200
Mt. Rainier HS Football Field	daily	200
Mt. Rainier HS Baseball Field	Spring/daily	200
Mt. Rainier Tennis Courts	daily	200
Des Moines Field House	Spring/daily	50
Zenith Park	Fall/daily	30

10. Please indicate the name and location of any facilities your organization uses that are located outside the City of Des Moines (within South King County). Again, please list your primary site first.

<u>FACILITY NAME</u>	<u>LOCATION</u>
Grandview for Soccer	Midway
Kent Commons for Softball	Kent
Highline Stadium	Burien
Fort Dent Park	Tukwila

Thomas Jefferson High School
 Marine Hills Tennis Club
 Evergreen Park
 Game Farm Park
 Hidden Valley
 Celebration Park
 Memorial Field
 Lid Feroglia Fields
 Homestead Fields
 Liberty Park
 Tibbit's Valley Fields #2
 Lower Woodland Park
 Cascade View Elementary
 Church by the Side of The Road
 Foster Library
 White Center Public Health
 Glacier High School
 Woodside School

Auburn
 Federal Way
 Mountlake Terrace
 Auburn
 Bellevue
 Federal Way
 Kent
 Mercer Island
 Mercer Island
 Renton
 Issaquah
 Wallingford/Seattle
 Tukwila
 Tukwila
 Tukwila
 White Center
 Burien
 North Hill

11. Which of the following best describes your organization's "need for" or "use of" Des Moines parks and recreation facilities over the next five (5) years.

Decrease (by %)	(1 – 10%)
Remain About the Same	(2)
Increase (by %)	(2 –10%) (1-15%) (1-40%) (1-50%)

Comments:

We want to use Des Moines facilities solely for fall and spring sports
 Our ability to increase our groups in Des Moines depends on human service funding from the City of Des Moines. With additional funding and an appropriate community setting, we could provide additional groups within the City of Des Moines

12. What type of outdoor facility needs does your group require? Please identify all facilities your group would use if available in the Des Moines area:

Sports Fields
 Baseball Fields
 Youth (60 ft. bases) (2)
 Adult (80+ ft bases) (2)
 Softball Fields
 Fastpitch (2)
 Slowpitch (2)
 Soccer Fields (4)
 Football Fields (1)
 Other:

Sports Courts:
 Tennis Courts (1)

In-Line Skating
Basketball (1)
Bocce Ball
Volleyball
Other:

Other Sports:
Track and Field: (1)
Golf
Trails:
Walking Trails (1)
Bicycle Trails
Roller Blade Trails
Dog Walking Trails
Exercise Trails

Gathering Spaces:
Picnic Shelter (# of participants) (3)
Open Park Space (#of participants) (2)

Waterfront Access:
Pedestrian Access (# of participants)
non-motorized boat access (# of participants)
Motorized boat access (# of participants)
Scuba Diving or Snorkeling

Specialty Parks:
Skateboard Parks
BMX Parks
Roller Hockey Rinks
Rock Climbing Wall (1)

13. What type of indoor facility needs does your group require? Please identify all facilities your group would use if available in the Des Moines area:

Indoor Sports Facilities:
Pool (3)
Ice Rink (1)
Soccer (1)
Basketball Courts (1)
Tennis Courts
Badminton Courts
Other:

Indoor Activity Facilities:
Dance Floor
Weight Room
Exercise Studio (1)
Computer/Technology Center

Arts & Craft Room
Reading Room
Pre-School Playroom
Other:

Indoor Meeting Space:

Classroom (# of participants)	(1 respondent – 50 participants)
Large meeting room (# of participants)	(1 respondent – 100 participants)
Commercial Kitchen	(1 respondent – 30 participants)
Coffee Bar	
Conference space with multiple meeting rooms	- (1 respondent – 10 participants)

14. Please add any comments that would help the city of Des Moines serve your user group better

Comments:

Des Moines Sr. Football could use more field space. We are grateful to Mt. Rainier for letting us use their facility but could use more room. If our program continues to grow so will the need for more field room.

We appreciate the use of your ballfields during our Spring practices.

We look forward to working with you in the future!

There are no turf fields in our community – we must go outside the city and we are not first in line. Turf would save our grass fields in the winter and turf is saver in the winter time. There are all kinds of good things to come out of some new turf fields.

The NW Dodgers would like to sincerely thank Des Moines Parks and Recreation, especially Bob Houston, for the use of the Des Moines Fieldhouse. This facility met all of our teams needs and we hope to back again next year. Mr. Houston is a very professional man and has done a great job. One suggestion for improvement – add watering capabilities and new dirt to this outstanding park and setting. Thank you.

Our parents often mention a need for indoor play space for families – such a space would make it easier for parents to meet outside our classes and to maintain the support network that they have formed.

**Building Community Center for 1995 Needs Survey
Survey Results - Deadline December 14, 1991
Respondents: 460**

Community Center "Core Facility" Programs:

Community Recreation Programs

	<u>High Importance</u>	<u>Moderate Importance</u>	<u>Low Importance</u>
Adult Continuing Education	178	156	61
Computer Lab and Classes	161	183	53
Cultural Classes	164	160	68
Exercise Classes	184	151	57
Fitness Equipment/Weight Room	145	143	111
Fine Arts Classes	110	151	92
Horticulture	96	154	126
Rental spaces	187	128	63
Social Dancing	79	143	95
Special Events	152	150	67

Other: Kids activities, ceramics, childrens place, disaster collection area.

Senior Citizen Programs

Health and Social Services	238	98	33
Recreation and Education Programs	183	139	40
Nutrition	260	85	35
Coffee Bar	158	144	63

Children/Teen Recreation Programs

Preschool Activities/Indoor Play	165	112	87
Gymnastics/Tumbling	112	154	98
Arts	136	149	72
Games Room	128	124	86
Youth Before/After School Activities/Camps	203	86	56
Teen/Teen Nights/After School/Leadership	219	82	48
Other:			

Community Center "Future Phases" Programs

	<u>High</u> <u>Importance</u>	<u>Moderate</u> <u>Importance</u>	<u>Low</u> <u>Importance</u>
Gym/basketball/volleyball/open gym	195	109	41
Performing Arts Auditorium	163	137	54
Senior Adult Daycare Services	162	115	72
Child Daycare Services	115	111	101

Other: Low cost flu shots, medical screening, Police Dept. Community Resources Desk, Des Moines Historical section – Grandma and Grandpa program, Legislative resources area

It needs to be a facility for kids to go after school and needs to be a family center as well as a gathering place for the community of Des Moines.

Des Moines is a wonderful community surrounded by lots of beautiful mountains, water. This center will enhance our community – Children and senior services are definitely a priority – thank you.

I served on the North SeaTac Park Development Committee and I would be very happy to do likewise for Des Moines. You need a number of residents of different interests on the committee not all professional people. I would love to talk to someone.

I love Des Moines...lets keep it economically affluent rather than low income. Lets work on making Des Moines a community of choice rather than "all we can afford" so we'll move here until we can afford a better area!!!

I just moved in this community from New Jersey – quite beautiful and nice people.

I'm mainly interested in a good senior center and enough youth activities to keep them busy.

Seniors need to be a high importance especially in meals, exercise, with a place to be in contact with others, whether it's teens, small tots or others their own age.

A solid community should have a central gathering place that can accommodate all and Des Moines doesn't have that –You're missing a major component for your community – forget business for awhile!

Considering the demographics of Des Moines and the average age of a citizen residing within the city limits, I feel it is important that a vision is upheld for our children, youth and families. Senior services are important but vital to a community is solid programs for youth. Look at the Kent model.

I agree that this needs to be a community center not just a senior center. Everyone should have something offered that they can participate and get involved in.

I would rather pay a tax to support this program than a tax to support the marina that is for boats I do not use!

We need a community that supports our seniors but we also have to make it family friendly – encouraging families to move and stay here.

I think it's a great idea that we will have a place to go as a community and as families – thank you.

All of this has been needed for many years.

We need some activities and a safe place to go for children of all ages during summer and after school. Also for seniors to socialize –friendship beats loneliness which beats illness!

It would be nice to see a practical building for a modest budget and leave out the "extras" that cost so much more. Simple is best!

We desperately need services for seniors foremost.

I think the park and rec.department does a good job with providing activities for kids! It is part of what keeps us in Des Moines. Thanks and keep it coming!

First and foremost I hope this happens soon – it's been too long!

I really believe that youth programs are very very important. These young people will be our future leaders. Some children don't get the chance to do things that are creative and productive.

Let's not be so aggressive as to kill the program! The area badly needs such a facility.

Since dog owners in this city pay licensing fees as well as taxes, it would be nice to have their wants receive the same weight as all other groups. It would be lovely to have an "off-leash" area.

For Senior Citizens, we would need an easier, user-friendly transportation system.

I look forward to walking paths.

I would like to see a “measured” walking trail around the perimeter of the new facility.

Make sure that the senior citizens interact with the young children – we need more interactions – there’s too big of a gap.

Thank you for including trans-generational activities so that the age groups served are not so separated.

Let’s quit stalling and build this! Des Moines needs something positive to promote.

Thank you so much – this will be a wonderful thing for this community. I find it honorable to name after Officer Underwood.

Look at Tukwila’s new Duwamish Community Center – we were involved in a reception there – what a grand facility, functional and the grounds have a wonderful artistic touch. Take advantage of the wonderful Puget Sound – this could be a huge community asset.

Human services especially services that support families are most important to me.

We have a lot of middle to senior age people in Des Moines. We need to emphasize that age group. Maybe even have a program for seniors to work/help with the young kids – so they will keep the city clean and safe – maybe a garden or beach clean up program involving both age groups.

How about a community thrift shop – from donations – open 10:00 am – 3:00 pm using volunteer senior citizens and teens to help with funding.

A good way to get volunteers would be to offer a free class for a certain number of hours volunteered.

Very important for preschool indoor play area – other Des Moines moms and I currently go to other community centers for this.

I am highly in favor of proactive programs to involve the energies of young people.

Cons

Gang activities must be countered. This includes the "gang" of athletes and "in" people targeting the nerds, misfits, non-Protestant, overweight, etc. No Columbine for Des Moines. The schools aren't doing it!

We may not even have a future if you don't stop adding expenses. Read your own revenue losses the people are telling you something.

Help the neediest until we are better off. Listen to the majority of people not just the well-off wantables.

Many years from now all these things may be necessary but not now – we have other things to pay for – debts – business failures – property taxes that are running us out of our homes – high gas and heating prices –NO MORE SPENDING NOW.

We need a new school for our Des Moines Elementary students. That has the highest importance for me and my family.

Reduce expenses, tax burden, bureaucracy, -- encourage private enterprise..

This was voted down. Why bother with another project that the voters don't want.

The beach park is ok for senior citizens.

I oppose being taxed to support your socialist ideology.

This is a waste of money – like alot of things Des Moines does.

Spend the money on something more important like taking care of the homeless and food for the needy.

You complain about how much money you're going to lose on 747 and then you want to blow it on (###!!!) I think it's time you people wake up to reality.

City government's responsibility is to provide basics – police, fire, water, roads, etc. Public parks are also basic – build a park. If there is such a demand for the above maybe private enterprise would provide the facility. People don't want more taxes to pay for extraneous city expenses. Don't build this proposal and you don't need to worry about the \$758,000 over 6 years.

This sounds like the center that was voted down by citizens of Des Moines —now we get it down our throats anyway — we need to change the people in City Council don't we!!!

As a senior citizen on a fixed pension I cannot afford to help finance this sort of thing — R.H. Parker

I think this was voted down twice!! Obviously the “present” City Council is not listening — time for a new council.

Get the message — stop this — no new programs — cut taxes instead.

Special event and private party reservation should be “free” for the residents of Des Moines. An open hall and/or banquet area should be included in this design.

Our family does not use nor will have any use for a new community center.

No where is there an indication of initial or on-going costs — was this not voted down — better save and prioritize your spending for the hard times ahead.

Are you people trying to turn Des Moines into a socialist workers' paradise?

Didn't you see the vote? We don't want the senior center there — Is this another maneuver like the stadium?

Interesting that even though the Des Moines Marina tenants pay thousands of dollars each year nothing is asked about improving the marina. If the enjoyment of the marina isn't part of Parks and Recreation nothing is.

Our kids are almost grown — we are middle-aged — so not a lot of expected use of this facility.

Care should be taken to make sure that “peripheral service” don't get too specific — also child daycare and preschool are readily available throughout Des Moines already — do we need more?

Why do we need a new “center”. We already have a senior center in the Beach Park and a fieldhouse across from the police station — both are more than adequate.

Why do you continue spending money when the voters turned down your bond issue several years ago?

Unless the building has two distinct parts — 1 for adults and 1 for youth/teens activities, the energies, music, noise will provide discordant and a difficult mix especially for seniors.

Where did the money come from for the sports park – we voted no – just like the baseball stadium.

The seniors in this community give so much and are over looked time and time again.

Our taxes should support schools and seniors – no sports park till the seniors are taken of.

Good parking at the community center please, and an outdoor children's playground with outside bathrooms.

Many of the services listed are already found in Des Moines – such as continuing ed. classes offered at Highline cc. This facility should pay for itself and not be a drain on taxpayers. It is too far from the center of Des Moines to be used by all.

This community center must be managed properly to ensure that it is not overrun with "out of control" youth. If loitering teens are present, we taxpayers will not support or use the center.

Many of these services are already available – take these surveys into consideration – i.e. a low rate of return may be because it is already available and the community or private facilities, etc.

Teens need activities but must be highly supervised or programs will not be successful. Any programs should be constantly evaluated and quickly terminated if necessary – Let's not let this become a "lounge" for "problem" youth!

Many of these programs would be duplicated by nearby Highline Community College.

With the group of (###!!) elected in now I'd put all community center plans on hold. Wait until the fill collapses during a major storm and takes out the current senior center and the chief opponent of the new community center.

Please don't move seniors out of old building on the water. Very few of us have the luxury of being able to watch out on the water as we play cards or go out for lunch and be where small children are playing and we can watch them.

Concerned children of senior parents – do not consider this location for senior center – voted down before.

What about using the existing field house for activities? Use land for fields for community.

Use union labor in the project, huh?

Why is it that there is money to build a community center but none for a pool? We need a pool. Our area has a national swim team. Children need swimming lessons. Adults need a pool for exercise and therapy.

My greatest concern is the cost of this facility. Given our current economics it is all of "low importance" when compared to dealing with our taxes. The bond measure for this facility failed because although we would like to have it we do not believe we can afford it. Any dollars put toward this project would be redirected to essential services with the benefit of lowered taxes, by funding essential services first and then lowering taxes you will be responding to the voice of the people of Des Moines as spoken in the failure of the bond measure.

All programs are important – some are needed for their social aspects; however we should limit or coordinate duplications with Highline Community College to control costs.

Aren't there other facilities which offer these programs – let's not have so much duplication of effort.

The center should be a Senior Center. Having community center programs there is ok but I strongly object to having youth and teen recreation programs there except for after school. Otherwise the teen and young adults will take the center over and seniors won't feel comfortable there – don't mix the age groups. If you want a teen center put it elsewhere.

This is a very bad idea – seniors have done their work and want a place themselves where they can relax, be helped and feel special.

I question how feasible the plan to "mix" generations is, and I believe the senior population of Des Moines deserves its own facility.

I feel that if there is not a scheduled transportation plan in this program that it cannot be successful. Des Moines population consists of about 40% senior citizens – many who do not drive anymore so they cannot take advantage of the activities of the community center. "Access" (metro) is so heavily subscribed that one must reserve at least two days in advance. Kent-Normandy shuttle has only one van and is a volunteer plan.

I thought there was a vote by the citizens of Des Moines not to purchase the land. It seems as if the City Council decided to go forward with this plan despite the vote not to.

We have concerns for safety – very close to Hwy 99 and undesirables – especially after dark – minimal buildings – keep it to play fields and utilize other resources for arts and recreation.

Now that our city fathers have ruined our quaint little town of Des Moines you want to give us new buildings that will draw even more undesirable people here so we will be in the news even more.

I can no longer be proud to say I live here. We voted no on all of you because you don't listen.

Taxpayers should have a vote on annexing new areas.

Don't expect property owners to sponsor all activities for all "potential" users! I like our senior center as it is now – we don't need a lot of frills.

How is this going to be paid for? Where the senior center is located is fine.

How about fixing up Marine view Drive – it's ugly!

Stop wasting our money!

How about completing the path from the golf course (Tyee) to the beach park instead!

Who's paying for Snowday? I sure hope it's not tax money! I have to get a second job to pay for our rising property taxes – please tell me I'm not supporting somebody's plan to truck snow to Des Moines – CUT SPENDING!!!

Stop raising property taxes! Who pays for all of the above?

For a city whose revenues are about to decrease – planning for this stuff is a waste of time and money. If I were running the show I would fire all of you!

What's it going to cost and who's paying for it?

Our current programs are appropriate – I haven't talked to one resident in favor of this community center.

The senior center in its present location is the most convenient for most seniors and the facilities there should be improved.

PRELIMINARY DOCUMENT
REGULAR MEETING DES MOINES PLANNING AGENCY

November 3, 2003

CALL TO ORDER

The regular meeting of the Des Moines Planning Agency was called to order at 7:00 p.m. by Chair Sven Kalve in the Council Chambers, 21630 11th Avenue South, Suite B.

PLEDGE OF ALLEGIANCE to the Flag was led by Mr. Mark Proulx.

ROLL CALL

Present: Chair Kalve, Members Kristi Drebeck Brown, John Colvard Jr., Don Riecks, Mark Proulx and Gene White. Absent Member John Savage.. A motion was made and seconded to excuse Mr. Savage. The motion was approved. Also present were Development Services Manager Robert Ruth, Park and Recreation Director Patrice Thorell, and Permit Specialist David Steen, acting as Planning Agency Secretary.

APPROVAL OF MINUTES

A motion to accept the minutes of the October 6, 2003 meeting of the Agency (as amended, p. 1) was made by Mr. Proulx, seconded by Mister White, and passed unanimously.

CORRESPONDENCE

None received.

COMMENTS FROM THE PUBLIC

None.

ADMINISTRATION REPORTS

Cedarbrook

Development Services Manager Robert Ruth updated the Agency concerning this 30 unit townhome development proposed at the corner of 240th and 20th Ave S, by Happy Valley Land Co. He reported that the property has been sold and the new owner wants to move forward with a different project. Mr. Ruth also advised that the new owner had asked the staff to what extent they might use the approved plat for their new project. But he remarked that although the new owner wanted to move forward with a seemingly better project, the nature of the changes they were suggesting were considered more than minor deviations, meaning the new owner would have to come back and go through the process again. He suggested the project would likely be before the Agency in 1-1/2 to 2 months.

Zenith Viewpointe

Mr. Ruth moved on to describe some of the recent activity concerning Zenith Viewpointe at the Des Moines City Council meetings. He reminded the Agency that although the project was before the Council last Thursday, still no action had been taken. He explained that both the neighborhood group opposed to the project and the applicant were represented by counsel, so the City Council asked each of the counsels to provide a brief for their position (due by Nov. 13, to be considered in Council Nov. 20).

Chair Kalve inquired whether the Council had taken action on any of the three issues (SEPA, Steep Slopes, UUP). Mr. Ruth responded that the Council seemed to want to take in all the information before they made any of the decisions. Mr. White asked whether it might be difficult to keep the testimony organized for their decisions after hearing it all before taking any action. Mr. Ruth suggested he shared that same concern.

Mr. Proulx mentioned he had picked up a repeated phrase while going over the Council Meeting tapes on the Cable Channel—"This will be out of character with the neighborhood." He asked if anyone had tried to show some graphic representation that might give a clear idea how the project might look. Mr. Ruth replied that since this is not a project review, the only picture available is a volumetric plan that only shows how the project would probably fill the space, but not what it would truly look like. He added that it seems that the opponents' problems are more with the zoning (or mis-zoning) rather than with the details of the appearance of the project.

Tobin Plat

Mr. Proulx inquired about the Tobin Plat (Project 10 on the Development Map). He thought that property was for sale, but was seeing the note about site improvements in 2003. Mr. Indicated that the property had been for sale, but recently design engineering plans had been submitted Ms. Tobin to our Engineering Office. So, he remarked, it seems she will be going forward with the development, although it could still be sold.

PUBLIC HEARING #1: PARKS, RECREATION, AND SENIOR SERVICES MASTER PLAN

Chair Kalve called the Public Hearing to order and invited Parks and Recreation Director Patrice Thorell to come forward and address the Agency. Ms. Thorell reviewed three of the reasons why this process is taking place: 1) It is good planning practice, generally; 2) It meets the Growth Management Act requirements; and 3) It follows the requirements of the State that we update the Master Plan every 6 years. Additionally, she mentioned this supports the City's process of seeking grants for funding.

Ms. Thorell reminded the Agency that the City Council had appointed a committee which met often until they were able to bring a Master Plan back to the Council, which accepted that in July 2003 and forwarded it to the Planning Agency for the Public Hearing process. She mentioned that in September and October, this year, there have been reviews by the Agency. Tonight, she said, we are present for the first Public Hearing, before a final Public Hearing before the City Council on Nov. 20.

Ms. Thorell noted three emendations that had been made pursuant to the Agency reviews (6-01-04; 6-03-04.3, p. 64; 6-05-03, p. 73). She also thanked Mr. Proulx for the email showing numerous minor corrections that her staff was able to use to finalize the document. Finally, Director Thorell mentioned

that maps would be included with the Master Plan as it became Element 6 of the Greater Des Moines Comprehensive Plan.

Chair Kalve offered time for questions and Mr. White asked how the preference was developed for land acquisition over developing present park land. Ms. Thorell reported that the committee looked at the ten areas of the city to discern which was "most needy". For example, she said one area, Pacific Ridge, had no schools and only one small park. Additionally, they found one area, Woodmont East, that had only one school, but no parks, indicating a need for land acquisition. Then she suggested the committee reviewed facilities the City might lose, such as Zenith Park. Ms. Thorell recounted that there were many needs among which the committee needed to choose. She concluded by saying that with an interest in being conservative, the group still decided to plan for what might be, coming forward with the \$10 million projection in hopes of growth and perhaps a levy lid lift.

Chair Kalve inquired about Zenith Park (ZP), belonging to Highline School District (HSD). Director Thorell reminded the Agency that the City's lease of ZP sunsets in 2006. Further, she noted that the area is zoned for park land and that she hopes to engage HSD so as to keep this as a park.

There being no Public Comment, Chair Kalve closed the Public Comment portion of the Hearing.

A motion was made by Mr. Proulx, seconded by Mr. White, and passed unanimously, to recommend adoption of the Parks, Recreation, and Senior Services Master Plan to the City Council.

A motion was made by Mr. Proulx, seconded by Mr. Colvard, and passed unanimously, to recommend that the City Council adopt Chapter 5 of the Parks, Recreation, and Senior Services Master Plan, including maps, as Element 5 of the updated Greater Des Moines Comprehensive Plan.

PUBLIC HEARING #2: CRITICAL AREA MAPS

Chair Kalve opened the Public Hearing and invited Development Services Manager Robert Ruth to address the Agency. Mr. Ruth displayed seven large maps that corresponded to smaller maps Agency members had received prior to this meeting. He reviewed that these maps constitute a natural resources assessment of Des Moines and would relate to the Conservation Element (4) of the Comprehensive Plan. He asserted that it is intended that these maps replace the maps presently in Element #4 of the GDMCP. He reminded the Agency that the Comprehensive Plan is a living document, and that with our improved capabilities and information, it needs to be updated to be of maximum value. Mr. Ruth noted that these maps represent several months' work by GIS Coordinator Steve Schunzel and Assistant City Manager Corbitt Loch, double checking what we had before and looking for the best science to include in the update. He noted that the vision would be that the large display maps would be the official maps at City Hall, while smaller versions (though larger than 8.5" X 11") would be included as foldouts in pockets at the back of the GDMCP, as well as being published on the City's website. He drew the Agency's attention to new labeling, with some previous maps being combined in formats that are more useful. Mr. Ruth advised that the City Council is considering a Comprehensive Plan Amendment, a Type 6 Land Use Action (DMMC 18.56), and would require a recommendation from the Agency for the Council to approve the action.

Manager Ruth then turned to and described each of the seven maps:

1. Wetlands Map—backed up by biology studies from recent applications for uses.

2. Frequently Flooded Areas—from Flood Plain Maps provided by FEMA.
3. Slope and Topography Map
4. Drainage Basin Map
5. Geologically Hazardous Areas
6. Water District Map
7. Orthophotography Map

Finally, Mr. Ruth informed the Agency that Staff recommends adoption of the new maps.

Chair Kalve opened the floor to questions from the Agency for Mr. Ruth. Mr. Proulx inquired whether the maps were showing streets or rights of way. Mr. Ruth specified that they showed rights of way, but noted his appreciation for the need for both. Chair Kalve asked how closely staff had worked with the Special Purpose Districts in developing these maps. Mr. Ruth replied that King County Water District #54 had been somewhat more forthcoming than had the Highline District.

Mr. Colvard inquired how long it had taken to develop these maps. Mr. Ruth recalled that it had taken about four months for one staff person, working full time on the project.

Chair Kalve thanked Mr. Ruth for his help and inquired whether there would be any public comment for this Hearing. (There was none.)

Mr. Proulx, Mr. White, Mr. Riecks and Chair Kalve engaged Mr. Ruth in conversation about the schedule of revisions of these maps. Since our technology allows it, perhaps it would be good to anticipate more frequent revisions than we have engaged heretofore. That would keep the published maps more up-to-date and helpful to the development community. Additionally, it was thought by some that the Water District Map, with well sites published and too easily accessible to those who might wish to bring harm to the community, might not need to be published on the City's website.

Chair Kalve attempted to shape a consensus that the Agency would want to recommend adoption of these new maps with the following additional recommendations:

1. That there be the possibility of updating these maps without always needing the full Planning Agency/City Council process for approval;
2. That the map of well sites need not be published as fully as the other maps; and
3. That the City be urged to work with the Special Purpose Districts to share information back and forth more freely.

Mr. White agreed that a freer sharing of data with the Special Purpose Districts would be good.

A MOTION was made by Chair Kalve, seconded by Mr. White, to Recommend that the Des Moines City Council Adopt the seven Critical Area Maps to replace Element 4 of the Greater Des Moines Comprehensive Plan with the following four provisions:

1. That they all carry the same date (eg.: "The 2004 Critical Area Maps");
2. That there be a process for updating the maps without always necessarily going through the Planning Agency and City Council process;

3. That the map containing well sites for the Water Utilities need not be published in the same way as all the other maps (eg.: the City Website);
4. That the City be urged to work with the Special Purpose Districts to make the information available to them.

During discussion of the Motion, Mr. Colvard mentioned that he would not be able to support the third provision. He reasoned that the well-site information was already available on widely published maps that anyone could buy.

An AMENDMENT was offered by Mr. Colvard, seconded by Mr. White, to delete the third provision of the Motion concerning publishing the Water Utility maps more narrowly than the other maps. The Amendment passed with a 5-1 vote.

With no further discussion, the Motion passed unanimously.

OLD BUSINESS--none

NEW BUSINESS

Chair Kalve mentioned upcoming updates of the Shoreline Management Plan and Zoning Codes, and asked Mr. Ruth if there might be other projects coming before the Planning Agency in the foreseeable future. Mr. Ruth reminded the Agency that Assistant City Manager Corbitt Loch had applied for a grant to help the City accomplish the Shoreline Management Plan, and informed the Agency that there had been no grant so far. Mr. Ruth also mentioned that Community Development Director Judith Kilgore had asked for \$100,000 in the 2004 budget for a Zoning Code rewrite, with which money she would anticipate hiring consultant to work on the project with staff supervision. Beyond that, Mr. Ruth suggested that after upcoming community decisions about the makeup of the City Council, other projects or business items might appear for the Agency to consider.

Mr. Proulx asked if there might be any Land Use Actions on the horizon. Mr. Ruth reminded the Agency about the Cedarbrook project he had mentioned earlier and also mentioned two other projects that were in preliminary stages and unsure of progressing to the point of Planning Agency involvement.

Mr. White, Mr. Proulx and Chair Kalve discussed whether there might be any agenda items for which it would be necessary to hold a meeting in December 2003. Mr. Proulx suggested the Agency consider not meeting again until January 2004.

Chair Kalve noted his concern that the Planning Agency be as helpful as possible to the City Council. He mentioned that if there were some notice of any necessary timelines, then it would be easier for the Agency to schedule itself to provide timely assistance. Mr. Ruth suggested that some correspondence to that effect might be sent to the City Council. Chair Kalve volunteered that he would draft such a note and perhaps mention the possibility of a special meeting in January 2004.

NEXT MEETING DATE: Unscheduled, possibly January 2004.

ADJOURNMENT

At 9:05 p.m. MOTION was made by Agency Member Colvard, seconded by Agency Member Drebeck Brown, to adjourn. Motion passed unanimously.

Respectfully submitted,

David C. Steen

Permit Specialist

2003 Parks, Recreation and Senior Services Master Plan



**Public Hearing
November 20, 2003**

Purpose of 2003 Master Plan

Assess the current recreational needs and interests of Des Moines stakeholders:

- ✓ Evaluate and inventory existing public and private park and recreation facilities and programs
- ✓ Forecast demand and needs for future parks, recreation and senior services

Provide a vision, goals and priorities for the following areas based on the program and service needs of Des Moines stakeholders:

- ✓ Acquisition of park land for conservation, open space, and active recreation
- ✓ Repair and renovation of existing facilities
- ✓ Development of new recreation facilities, and interlocal projects
- ✓ Research and analyze opportunities for collaborative projects and programs with other agencies such as: schools, utilities, governments, and private business
- ✓ Provide cost estimates for improving and maintaining existing recreation facilities, developing new facilities, and establishing a long range program of capital renovations and improvements
- ✓ Recommend standards and programs for existing and future facilities and recreation programs
- ✓ Develop graphic and narrative description of acquisition and facilities development requirements

Meet the requirements of the Growth Management Act (10 year plan) and Washington State funding agencies (6 year plan) through the development of needs analysis and a comprehensive capital planning tool:

- ✓ Recommend a funding program to finance improvements and program services
- ✓ Develop an implementation and action program for the long range plan

Master Plan Process

- **Master Plan Citizens Advisory Committee appointed in June 2002**
- **Citizen's Committee Meeting Overview:**
 - ✓ Committee meetings held until July 2003
- **City Council Review:**
 - ✓ Committee discussed Master Plan with City Council at February, April & July 2003 meetings
 - ✓ Master Plan was accepted by City Council July 31
- **Planning Agency Review:**
 - ✓ Staff discussed Master Plan with Planning Agency at September & October 2003 meetings
- **Public Hearings:**
 - ✓ Planning Agency- November 3, 2003
 - ✓ City Council- November 20, 2003

2003 Master Plan Capital Policy Recommendations:

Dedicate a sustainable portion of Real Estate Excise Tax as ongoing capital funding source for the major capital maintenance of existing recreation buildings and park facilities. *With the passage of traffic mitigation fees to be initiated in 2005, the Ad Hoc Parks, Recreation and Senior Services Master Plan Citizens Committee requests funds reprogrammed from parks to arterial streets through the 2003-2008 Capital Improvement process be reprogrammed back to parks to accomplish Urgent and Priority One Master Plan projects.*

Consider Levy Lid Lift funding for multiple park projects throughout Des Moines and a Citizen Voted Bond Issue to fund the future Community Center project.

Actively seek joint use and shared cost opportunities such as: Interlocal agreements with other governmental agencies, collaborative opportunities with interdepartmental projects, public/private partnerships and volunteerism to develop and maintain parks and facilities.

Support economic development (especially in the downtown, Port of Seattle buyout area and Pacific Highway) through creation of a more aesthetically pleasing environment such as: city gateways and signage to include directional road signs to recreational facilities, well kept streetscapes, banners, and flower baskets and adequate parking at all recreational facilities.

Support Marina and Redondo Waterfront Improvement Plans capitalizing on Des Moines best recreational features, its waterfront amenities.

Master Plan Capital Project Recommendations 2004 - 2013

Recommended Acquisitions 2004-2009:

Acquire 2 new park sites for recreational purposes-

East Woodmont Park (Priority 2)

Pacific Ridge Park (Priority 2)

Acquire 1 Interlocal park site for recreational purposes-

Midway Park Puget Sound Energy Property Expansion* (Priority 1)

(3 additional projects not proposed in current CIP)

**Project Currently Underway*

Master Plan Capital Project Recommendations 2004 - 2013

Recommended Renovation and Repairs 2004-2009:

(All projects received Priority 1 rating)

Renovate or Repair 9 existing park and recreation facilities-

Activity Center*

Beach Park

Cecil Powell Park

Des Moines Memorial*

Field House Park

Kiddy Park

Midway Park

Parkside Park

Wooton Park

Renovate or Repair 2 Interlocal park and recreation facilities-

Water Tower Park

Zenith Park

**Project Currently Underway*

Master Plan Capital Project Recommendations 2004 - 2013

Recommended New Development 2004-2013:

Develop 5 new park facilities-

Steven J. Underwood Memorial Park Phase II (Priority 1)
Des Moines Creek Trail Phase II (Priority 1)
Community Center (Priority 1)
East Woodmont Park (Priority 2)
Pacific Ridge Park (Priority 2)

Develop 3 new Interlocal facilities-

Aquatica Facility* (Priority 1)
Off Leash Dog Park* (Priority 1)
Midway Park Expansion* (Priority 1)
(5 additional projects not proposed in current CIP)
**Project Currently Underway*

2003 Amendment to the Greater Des Moines Comprehensive Plan Parks, Recreation and Open Space Element (Chapter 6)

Section 5 of the Des Moines Parks, Recreation and Senior Services Master Plan was written to supersede the Parks, Recreation and Open Space Element (Chapter 6) of the Greater Des Moines Comprehensive Plan.

The contents of Chapter 6: Parks, Recreation and Open Space Element of the Greater Des Moines Comprehensive Plan shall be deleted and replaced with a reference to the 2003 Parks, Recreation and Senior Services Master Plan.

REGULAR MEETING DES MOINES CITY COUNCIL MINUTES**October 23, 2003**

The regular meeting of the Des Moines City Council was called to order at 7:37 p.m. by Mayor Steenrod in the City Council Chambers, 21630 11th Avenue South, Suite B.

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

ROLL CALL - Present: Mayor Maggie Steenrod, Mayor Pro Tem Richard Benjamin, Councilmembers Gary Petersen, Bob Sheckler, Dan Sherman, and Scott Thomasson. Absent: Councilmember Susan White. Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loeh, City Attorney Linda Marousek, Public Works Director Tim Heydon, Finance Director Paula Henderson, Finance Manager Peggy Watson, and Deputy City Clerk Angela Chaufy.

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

COMMENTS FROM THE PUBLIC

-
Judy Grande, 21018 4th Avenue South

As a parent of children who attend Des Moines Elementary School, Ms. Grande asked Council to consider other possible locations for the cell tower as the long term effects of the towers were still unknown.

BOARD & COMMITTEE REPORTSSR-509 Project Funding

Councilmember Sherman reported that 5% of the SR-509 project would be funded through the gas tax while the remainder of the funds would be secured through the formation of a Regional Transportation Improvement District. Despite formerly entering into an agreement stating that 24th Avenue South and 28th Avenue South should not be used as south access for the airport, the Port of Seattle has now indicated that they do not support a south access road but wish to use the two streets for that purpose. Councilmember Sherman asked Council to direct Administration to send a letter to King County stating the City's objection to the removal of the south access road from the SR-509 project due to anticipated significant traffic impacts to 24th Avenue South and 28th Avenue South.

Council concurred.

Councilmember Petersen said that the Port of Seattle should be held to its 1999 agreement.

Mount Rainier Pool

Councilmember Sherman asked citizens who are interested in his opinion concerning the Mount Rainier Pool to question him directly. He informed Council that Highline YMCA planned to construct a full-service facility, including a regional pool, in SeaTac within three to five and one half years. Councilmember Sherman said that he had discussed the Mount Rainier pool issue with City Manager Tony Piasecki, King County Councilmember Patterson's Assistant Karen Freeman and concerned citizen Julie Mitchell. Councilmember Sherman voiced concern that the City Council had not been provided the opportunity to lobby for earlier agreement between King County and the Highline School District; thus, keeping the pool title issue unresolved.

At 9:40 p.m., Council reconvened in open session.

Cingular Lease

Councilmember Sherman said that the Cingular Lease had been presented to Council twice before its approval. No speakers had provided comments regarding the lease prior to its approval. During Council's first review of the issue, Councilmember Sherman said that Councilmember Thomasson had asked for a revision to the term length. During its second reading, Councilmember Thomasson was not present and the lease had been approved without any revision. Councilmember Sherman stated that the Telecommunication Act did not allow cities to consider health concerns when considering cell tower issues. Councilmember Sherman asked that Council reconsider the lease on the basis of financial concerns. He said that he had heard that children would be removed from Des Moines Elementary School and people would not participate in the recreation programs if the cell tower were to be constructed at the Field House. These situations would financially impact the city.

Councilmember Thomasson said that he was disappointed that the lease had been approved without a termination clause. As the lease had been signed, it was difficult to rescind it now. He noted that Cingular had threatened a lawsuit. Councilmember Thomasson suggested that Council amend the City's Telecommunication Code to clarify that Council was not interested in leasing City property for this purpose.

Mayor Pro Tem Benjamin expressed frustration that real concerns could not be mentioned while discussing the issue. He noted that cell towers were installed throughout the area due to the demand for their services. He apologized for voting for the lease and said that he had been unaware of the associated health concerns. Mayor Pro Tem Benjamin hoped that a conducive relationship could be established between Cingular and its neighbors (i.e. – residents, Des Moines Elementary attendees and Field House program participants).

MOTION as made by Councilmember Sherman and seconded by Councilmember Sheckler to conduct discussions with Cingular regarding mitigation of potential negative financial impacts due to the tower.

City Attorney Marousek informed Council that the Hearing Examiner would apply the City code under the provisions of the conditional use permit process.

Mayor Pro Tem Benjamin questioned whether other available sites could be studied without threatening litigation.

City Attorney Marousek read a section of a letter from Cingular Attorney Richard Busch stating Cingular's position that they had no reason to negotiate with the City. She also said that Cingular engineers had researched other potential facilities to determine whether the services to the downtown area could feasibly be provided from a different location. The search had been unsuccessful.

Councilmember Sheckler withdrew his second of the motion.

MOTION was made by Councilmember Thomasson and seconded by Mayor Pro Tem Benjamin to direct administration and staff to recommend denial to the Hearing Examiner using every conceivable legal argument, including Councilmember Sherman's argument.

City Attorney Marousek clarified that staff needed to base their arguments on the Municipal

Code.

Councilmember Thomasson and Mayor Pro Tem Benjamin **accepted** “in as much as it applies to the City Code and federal law” **as a friendly amendment** to their previous motion.

VOTE ON MOTION: Motion passed, 5 – 1, with Mayor Steenrod opposed.

Upon questioning from City Attorney Marousek, Council concurred that staff should present a “good faith argument”.

NEW BUSINESS

Agreement With Net Assets Corp. for Conduits Service

Finance Manager Watson informed Council that the proposed agreement would allow the City to provide lien and other real property information via the Internet to title companies and others who were interested in accessing this information. The service streamlined the title search process through self-service, calculation of payoffs, and speedy response times. She informed Council that she had contacted thirteen cities and three title companies that currently used the service. All enthusiastically endorsed the program. Finance Manager Watson informed Council that the cost of the program to the City would be recovered through the fee charged to the title companies for accessing the information. In response to Councilmember Sheckler’s questioning, Finance Manager Watson confirmed that the title companies would still perform title searches while the City would be responsible for maintaining the database.

Mayor Steenrod expressed concern that the access fee would be passed on to the consumer.

Finance Manager Watson said that Chicago Title, Stewart Title, and Pacific Northwest Title had indicated that they had not increased their fees with one exception. One title company reported that they increased the service fee for Lake Oswego, OR as the fee charged by that city was \$58. The title companies had used Net Assets Corp.’s services for approximately three and one half years.

Mayor Steenrod said that she did not believe the service should be used as a revenue generator for the City. She suggested that the City charge a set percentage over the actual cost to the City. She felt it was wrong to just charge \$25. She reiterated that she did not want the fee passed on to the consumer. Mayor Steenrod questioned whether the purpose of the service was to provide a service to the consumer or to create a revenue source for the City.

Councilmember Sheckler suggested that the City notify participating title companies of Council’s concern regarding any fee increase due to using the service. He recommended that the City ask the title companies to notify them if an additional fee would be charged.

City Attorney Marousek noted that the proposed agreement would allow the City to terminate the agreement with 45 days notification.

MOTION was made by Councilmember Sheckler and seconded by Mayor Pro Tem Benjamin to approve the agreement with Net Assets Corporation for Conduits Service for Internet property title searches and to authorize the City Manager to sign the agreement, substantially in the form as submitted.

In response to Councilmember Thomasson’s questioning, Assistant City Attorney Brown

November 6, 2003

CRAIG L. JONES
(206) 340-8784
cjones@grahamdunn.com

Linda Marousek, Esq.
City Attorney
City of Des Moines
21630 11th Avenue S.
Des Moines, WA 98198

RECEIVED

NOV 07 2003

DES MOINES LEGAL DEPARTMENT
DES MOINES, WASHINGTON

Re: Communications Site Lease Agreement

Dear Ms. Marousek:

Cingular Wireless ("Cingular") is most concerned about the actions taken by the City Council ("Council") at the recent City Council Meeting on October 23, 2003. The Council requested your opinion as to whether the Communications Site Lease Agreement ("Lease") could be terminated. You were also instructed to take whatever action was necessary to oppose on behalf of the City approval of the Conditional Use Permit ("CUP") and related SEPA Determination of Nonsignificance ("DNS"). Such action is entirely unwarranted and constitutes an affirmative breach of the provisions of the Lease and the implied covenant of good faith and fair dealing. Cingular has expended considerable capital in reliance upon the Lease and will pursue its rights and remedies to the full extent of the law.

The Lease serves a significant public benefit by improving service to customers along Marine View Drive and surrounding streets, neighborhoods and commercial areas. The City and Cingular negotiated in good faith to reach agreement on the Lease, which was revised to incorporate changes and items specifically requested by the City staff and Council. The City staff recommended approval and, as reflected in the City Council Minutes, reviewed the codes and proposed site for compliance with zoning conditions while retaining optimal use of the park. Mayor Pro Tem Benjamin expressed his appreciation that all of the items raised by Council had been addressed. The Council unanimously approved the Lease on July 17, 2003. The parties executed the Lease on August 29, 2003.

Paragraph 2 of the Lease provides, in pertinent part, as follows:

Lessor agrees, at no expense to Lessor, to cooperate with Lessee in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

Pier 70
2801 Alaskan Way ~ Suite 300
Seattle WA 98121-1128
Tel 206.624.8300
Fax 206.340.9599
www.grahamdunn.com

November 6, 2003

Page 2

The City clearly and unambiguously has an affirmative contractual obligation to cooperate with Cingular in obtaining the necessary permits, including the CUP.

The City staff reviewed the pertinent environmental information and issued the DNS, stating that the proposal is not anticipated to create significant adverse environmental impacts. The City staff also determined that the uses proposed by Cingular under the Lease are in compliance with zoning conditions. The Council should be advised that it would be a blatant violation of the Lease to now take a contrary position and engage in efforts to thwart approval of the CUP in an attempt to terminate the Lease. Such inappropriate activity would not only constitute a breach of the specific terms of the Lease, but would also constitute a breach by the City of the implied covenant of good faith and fair dealing under Washington law. The resulting damages to Cingular would be very significant.

Until this occurrence, the City and Cingular have enjoyed a productive and amicable relationship, with both parties receiving considerable benefit from the Lease. It would be very unfortunate if the City continues to pursue a course of conduct that deviates from the provisions of the Lease and the good faith of the parties.

We appreciate your review of our concerns and hope that a clear understanding of the issues will help to alleviate the potential adverse implications associated with the Council's recent activities. We look forward to the City's continued support and cooperation. If you have any questions or comments, or wish to discuss this further, please do not hesitate to contact me.

Sincerely,

GRAHAM & DUNN PC


Craig L. Jones

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated as of 29 Aug, 2003, is between Pacific Bell Wireless Northwest, LLC, a Delaware limited liability company, d/b/a Cingular Wireless ("Lessee"), whose address is 2445 - 140th Avenue, NE, Suite 202, Bellevue, WA 98005, and City of Des Moines, a municipal corporation ("Lessor"), whose address is 21630 11th Avenue South, Des Moines WA 98198.

The parties hereto agree as follows:

1. Premises. Lessor represents that Lessor owns the real property legally described in Exhibit "A" commonly known as 1000 S. 220th Street, Des Moines WA 98198 (Assessor's Parcel Number 082204903403). Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's property ("Lessor's Property") approximately TBD square feet of space as depicted in Exhibit "B", including any applicable easements for access and utilities (the "Premises"). 405



2. Use. The Premises may be used by Lessee for any lawful activity in connection with the provision of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. Lessor agrees, at no expense to Lessor, to cooperate with Lessee in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. Condition Precedent. This Lease is conditioned upon Lessee, or Lessee's assigns, obtaining, at Lessee's sole cost and expense, all governmental licenses, permits and approvals enabling Lessee, or its assigns, to construct and operate mobile/wireless communications facilities on the Premises.

4. Term. The term of this Lease ("Term") shall be five (5) years commencing with the date Lessee commences construction of its mobile/wireless communications facilities on the Premises, excluding preliminary testing, survey and utilities work (the "Commencement Date"). Lessee shall have the right to extend the Term of this Lease for two (2) additional Terms ("Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the first five year Term or any Renewal Term.

5. Rent:

(a) Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Twelve Hundred Dollars (\$1,200.00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to Lessor at Lessor's address specified at the beginning of this Lease. Rent shall be adjusted annually as of the anniversary of the Commencement Date to the extent of any percentage change which occurred in the Consumer Price Index (All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics for All Consumers for the Seattle Metropolitan area (hereinafter "CPI"). The rental adjustment shall be calculated by multiplying the Rent then in effect by a fraction, the denominator of which is the CPI in effect as of the calendar month fourteen full months prior to the anniversary date, and the numerator of which is the CPI in effect two full months prior to the anniversary date. Notwithstanding the foregoing, in no event shall Rent be increased by more than 3% of the Rent paid during the previous year.

(b) Market Rent. If Lessor feels that Rent is not equal to market rent for similar sites in similar geographic areas ("Market Rent"), then at the beginning of each five-year term, Lessor can require that Rent be increased to the then-current market rent for similar sites in similar geographic areas. If Lessor and Lessee cannot agree upon Market Rent within thirty (30) days after Lessor presents its proposal for Market Rent, then the matter shall be settled by binding arbitration by a single arbitrator who has experience in real estate leasing matters. The arbitration will be administered by the American Arbitration Association in accordance with its Commercial Arbitration rules if the parties have not otherwise agreed to use a different arbitrator or arbitration process. At least ten (10) days in advance of the hearing, each party will submit to the arbitrator and to each other their best offers of

Market Rent. The arbitrator shall be limited to choosing one of the two proposed Market Rent figures, and the arbitrator shall award the Market Rent figure that is closest to the true Market Rent. The costs of the arbitration, expert witnesses and attorney's fees shall be borne by the party whose Market Rent figure was not selected by the arbitrator.

(c) If the Commencement Date is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease, or if this Lease is terminated before the expiration of any month.

6. Improvements; Access.

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the purpose of preparing for the construction of Lessee's Facilities. During any Tests or pre-construction work, Lessee will have insurance as set forth in Section 14, Insurance. Lessee will notify Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Lessor. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee will notify Lessor and this Lease will terminate.

(b) Lessee has the right to construct, maintain, install, repair and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennae and supporting structures and improvements ("Lessee's Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee or its equipment lessors or assigns. Lessee's Facilities shall not be considered fixtures. Lessee has the right to remove any or all of Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease. Lessee will make the improvements and follow the procedures set forth in Exhibit B1 to this Agreement.

(c) Lessor shall provide Lessee, Lessee's employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install and operate Lessee's Facilities on the Premises, and to remove them therefrom. Lessee's exercise of such rights shall not cause undue inconvenience to Lessor.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow reasonable access. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways. If Lessee causes any such damage, it shall promptly repair same.

(e) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing this right.

(f) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

(g) Upon the expiration, cancellation or termination of this Lease, Lessee shall surrender the Premises to Lessor in good condition, less ordinary wear and tear.

7. Interference with Communications.

(a) Lessor acknowledges and agrees that it will not permit the installation of any additional antennas or equipment on the property, if such installation or relocation would adversely affect Lessee's space on the property or Lessee's operation, use or enjoyment of its Lessee Facilities, taking into account customary and commercially reasonable practices for multi-tenant wireless communication sites and towers thereon

(b) Lessor shall not, and shall not permit any licensee, tenant, subtenant or other user of the property for wireless communications purposes (collectively, other than Tenant, "Other Tenants") to, (i) install or change, alter or improve the frequency, power, or type of any communications equipment that interferes with the operation of Lessee's Facilities or is not authorized by, or violates, applicable Laws or is not made or installed in accordance with good engineering practices, or (ii) implement a configuration which interferes with the operation of Lessee's Facilities.

(c) In the event of any interference occurring at the property as a result of any actions of Lessor or any Other Tenants described in Section 7(b) above, Lessor shall be responsible for coordinating and resolving any such interference problems caused by Lessor or such Other Tenants, including, without limitation, using its best efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from Lessee and, if appropriate, performing an interference study in accordance with industry-standard procedures and practices. If the interference cannot be corrected or eliminated within such 48-hour period, Lessor shall cause, at Lessor's option, any of Lessor's or its Other Tenants' communications equipment that interferes with the operation of Lessee's Facilities or Lessee's authorized frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment back up or on only during off-peak hours specified by Lessee in order to determine whether such interference continues or has been eliminated; provided, however, that if any interference continues at the time the interfering equipment is powered down, the communications equipment that interferes with the operation of Lessee's Facilities shall be turned off. If Lessor or any such Other Tenant cannot correct or eliminate, to the satisfaction of Lessee, such interference within twenty (20) days of receipt of written notice from Lessee, Lessor shall or shall cause such Other Tenant to cease the operations of the objectionable communications equipment and to stop providing services from the property until the interference problems are resolved. In no event will Lessor be liable for any consequential damages (including, without limitation, lost profits) arising from any such interference.

(d) Lessee shall not (i) install or change, alter or improve the frequency, power, or type of any communications equipment that interferes with the operation of Lessor's or any Other Tenant's communications equipment installed at the property or in the vicinity, or is not authorized by, or violates, applicable Laws or is not made or installed in accordance with good engineering practices, or (ii) implement a configuration which interferes with the operation of Lessor's or any Other Tenant's communications equipment installed at the property or in the vicinity.

(e) In the event of any interference occurring at the property or in the vicinity as a result of any actions of Lessee described in Section 7(d) above, including but not limited to interference with radio, television, telephone or public safety communications, Lessee shall be responsible for coordinating and resolving any such interference problems caused by Lessee, including, without limitation, using its best efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from Lessor. If the interference cannot be corrected or eliminated within such 48-hour period, Lessee shall cause any of Lessee's communications equipment that interferes with the operation of Lessor's or any Other Tenant's communications equipment or their authorized frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment back up or on only during off-peak hours specified by Lessor in order to determine whether such interference continues or has been eliminated; provided, however, that if any interference continues at the time the interfering equipment is powered down, the communications equipment that interferes with the operation of Lessor's or any Other Tenant's communications equipment shall be turned off. If Lessee cannot correct or eliminate, to the satisfaction of Lessor, such interference within twenty (20) days of receipt of written notice from Lessor, Lessee shall cease the operations of the objectionable communications equipment and stop providing services from its Facilities until the interference problems are resolved. In no event will Lessee be liable for any consequential damages (including, without limitation, lost profits) arising from any such interference.

8. Taxes.

(a) Lessee shall pay all personal property taxes assessed against Lessee's Facilities and shall pay, if applicable, the leasehold tax levied by Chapter 82.29A RCW.

(b) Lessor shall pay all real property taxes and all other taxes, fees and assessments attributable to the Premises or this Lease.

9. Termination.

(a) This Lease, in addition to any other remedies which may be pursued in law or in equity, may be terminated by either party upon a material default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default. This Lease may be terminated by Lessee without further liability for any reason or for no reason, provided Lessee delivers written notice of termination to Lessor prior to the Commencement Date.

(b) This Lease may also be terminated by Lessee without further liability on thirty (30) days prior written notice (i) if Lessee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Lessee from installing, removing, replacing, maintaining or operating Lessee's Facilities or using the Premises in the manner described in Paragraph 2 above; or (ii) if Lessee determines that the Premises are not appropriate for its operations for environmental reasons.

(c) This Lease may be terminated by Lessee upon thirty (30) days written notice for economic or technological reasons, including without limitation, signal strength, coverage or interference, so long as Lessee pays Lessor a termination fee equal to six (6) months Rent, at the then current rate.

10. Redevelopment. Subject to the other provisions of this Lease, in the event Lessor desires to redevelop, modify, remodel or in any way alter its property and any improvements thereon ("Redevelopment"), Lessor shall in good faith use its best effort to fully accommodate Lessee's continuing use of the Premises. Should any proposed Redevelopment necessitate the relocation of the Premises or Lessee's Facilities, and/or any alterations to Lessee's Facilities (subject to Lessee's prior written consent, which consent may be withheld in Lessee's discretion), Lessee shall relocate or make the necessary alterations, at Lessor's sole cost, expense and risk; provided however, that Lessor has provided Lessee with no less than one year prior written notice of Lessor's proposed Redevelopment. Upon demand from Lessee, Lessor shall reimburse Lessee for any costs or expenses arising out of, or associated with, such relocation or alteration. Lessor shall only be entitled to relocate Lessee's Facilities as set forth above following the expiration of the second (2nd) renewal term. Lessor shall not be entitled to relocate Lessee more than one (1) time during the term of this Lease.

11. Destruction of Premises. If the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment, to hinder its effective use of Lessor's Property, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying Lessor no more than 30 days following the date of damage or destruction.

12. Condemnation. If a condemning authority takes all or a portion of Lessor's Property, which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then Lessee may terminate this Lease as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of Lessee's Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the lease and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

13. Indemnification.

(a) Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the installation, use, maintenance, repair or removal of the Communication Facility or Lessee's breach of any provision of this Agreement, except to the extent

attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors.

(b) Lessor agrees to indemnify, defend and hold Lessee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the actions or failure to act of Lessor or its employees or agents, or Lessor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Lessee, its employees, agents or independent contractors

14. Insurance. Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, covering Lessee's use, occupancy and operations on the Premises; (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident; (3) Workers Compensation as required by law; and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence. Each party to this Lease shall each maintain standard form property insurance ("All Risk" coverage) equal to at least 90% of the replacement cost covering their respective property. Each party waives any rights of recovery against the other for damages or loss due to hazards covered by their property insurance and each party shall require such insurance policies to contain a waiver of recovery against the other. Lessee shall name Lessor as an additional insured with respect to the above Commercial General Liability insurance. Lessee shall have the right to self-insure with respect to any of the above insurance.

15. Assignment/Sublease/Additional Users.

(a) Lessee may assign or sublet this Lease at any time to any of Lessee's partners or affiliates. Any other assignment or sublease requires Lessor's prior written approval.

(b) Approval by Lessor of an assignment or sublease shall not be unreasonably withheld, however it shall not be deemed unreasonable for Lessor to refuse to consent to an assignment or sublease without reasonable additional compensation to Lessor for additional users of the premises and/or facilities.

(c) Lessee shall, to the extent technology and space permit and to the extent that it does not interfere with Lessee's operations or other rights herein, make the facility available to maximize joint use by existing or future users of the property, including Lessor or other lessees of Lessor. Lessee shall be permitted to charge reasonable value to any joint user, other than Lessor, for use of Lessee's facilities or structures

16. Title and Quiet Enjoyment.

(a) Lessor represents and warrants that it has full right, power, and authority to execute this Lease. Lessor further warrants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease or any Renewal Term. Lessor hereby represents and warrants that it has obtained all necessary approvals and consents, and has taken all necessary action to enable Lessor to enter into this Lease and allow Lessee to install and operate Lessee's Facilities on the Premises, including without limitation, approvals and consents as may be necessary from other tenants, licensees and occupants of Lessor's Property.

(b) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.

17. Repairs/Removal/Restoration.

(a) All portions of the Communication Facility brought onto the property by Lessee will be and remain Lessee's personal property and Lessee shall properly maintain and repair all of its property in a timely and workmanlike manner, however, the light standard structure will become property of Lessor upon completion of construction of the Communication Facility, Lessee shall be responsible for maintenance of the light standard structure. Lessor's lighting equipment and associated wiring and cables shall be maintained by Lessor.

(b) Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors

(c) Within sixty (60) days of the termination of this Agreement, Lessee will remove all Lessee improvements, with the exception of the light standard structure, and will restore the property to its original conditions, less ordinary wear and tear.

18. Environmental. Lessor represents that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, Lessor represents that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on or near the Premises. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease.

19. Mediation/Arbitration.

(a) If a dispute, other than a disagreement regarding "market rent," 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 Contract or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

(b) Any dispute regarding "market rent" for the premises shall be resolved in accordance with Section 5 (b), above.

20. Miscellaneous.

(a) Notices shall be in writing and shall be delivered to:

<u>Lessee:</u>	<u>with a copy to:</u>	<u>and with a copy to:</u>
Cingular Wireless Lease Administration	Counsel - West Region	Cingular Wireless
6100 Atlantic Boulevard	Cingular Wireless	2445 - 140 th Avenue NE
1 st Floor	3345 Michelson Drive	Suite 202
Mail Code: GAN02	Suite 100	Bellevue, WA 98005
Norcross, GA 30071	Irvine, CA 92612	Attn: Property Manager

and to Lessor, Attn: City Manager, to the address given at the beginning of this Lease, or to the address specified in the most recent written notice of any change in address. Delivery of notices shall be made by hand, U.S. mail return receipt requested or reliable overnight courier.

(b) If Lessee is to pay Rent to a payee other than the Lessor, Lessor shall notify Lessee in advance in writing of the payee's name and address.

(c) The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(d) Subordination. Lessor shall obtain for the benefit of LESSEE a commercially reasonable subordination, non-disturbance and attornment agreement (a "Non-Disturbance Agreement") from each holder of a mortgage, deed of trust, deed to secure debt or other similar instrument now or hereafter encumbering the Leased Property (a "Mortgage"), confirming that Lessee's right to quiet possession of the Leased Property during the term of this Agreement (including any extensions thereof) shall not be disturbed as long as LESSEE is not in default hereunder. No such subordination shall be effective unless the holder of such Mortgage shall, either in the Mortgage itself or in a separate agreement with LESSEE, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of Lessor's interest in the Leased Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of Lessee hereunder, and this Agreement shall continue in full force and effect and Lessee shall have the right to continue its use and occupancy of the Leased Property in accordance with

the provisions of this Agreement as long as Lessee is not in default of this Agreement beyond applicable notice and cure periods. Lessee shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Leased Property is encumbered by one or more Mortgages on the Commencement Date, Lessor, no later than thirty (30) days after the Commencement Date, shall obtain and furnish to Lessee a Non-Disturbance Agreement in recordable form from the holder of each such Mortgage.

(e) If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(f) Terms and conditions of this Lease, which by their sense and context survive the termination, cancellation or expiration of this Lease, will so survive.

(g) This Lease shall be governed under Washington law, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(h) Upon request, either party may require that a Memorandum of Lease attached as Exhibit C be recorded confirming the (i) Lease commencement, (ii) expiration date of the Term, and (iii) the duration of any Renewal Terms.

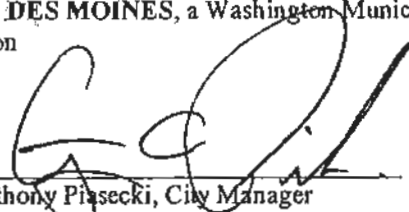
(i) This Lease constitutes the entire Lease between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Lease must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Lease effective as of the date first above written.

LESSOR:

CITY OF DES MOINES, a Washington Municipal Corporation

By:


Anthony Piasecki, City Manager
City of Des Moines

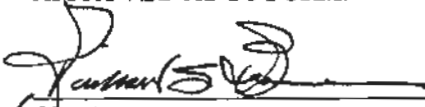
LESSEE:

PACIFIC BELL WIRELESS NORTHWEST, LLC,
a Delaware limited liability company, d/b/a
CINGULAR WIRELESS

By:


E. Ron MacLeod
Seattle Network Director

APPROVED AS TO FORM:

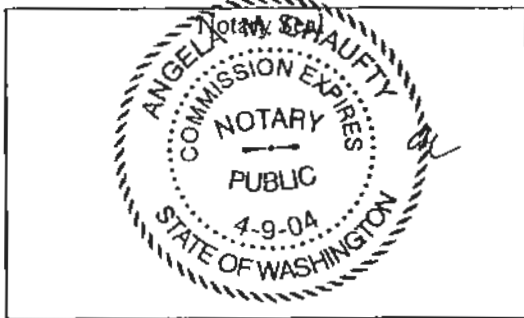

City Attorney

LESSOR'S ACKNOWLEDGMENT:

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Anthony Piasecki** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the City Manager of the **City of Des Moines**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 8/11/03



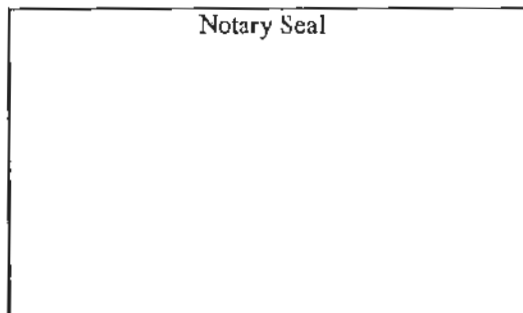
Angela M. Chaufly
(Signature of Notary)
Angela M. Chaufly
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 4/9/04

CINGULAR'S ACKNOWLEDGMENT:

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **E. Don MacLeod** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Seattle Network Director of Cingular Wireless, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 29 August 2003



Alma N. Newgard
(Signature of Notary)
ALMA N. NEWGARD
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: March 22, 2005

EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property, situated in the County of King, State of Washington, of which the Premises are a part, is legally described as follows:

Legal Description:

(Type or copy the full legal description from the title report, or check here ☒ and attach survey as Exhibit A, Page 2.)

LEGAL DESCRIPTION

PARCEL A:
THE WEST 120 FEET OF THE NORTH 75 FEET OF THE EAST 607 FEET OF THE SOUTH 368 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.; EXCEPT THE NORTH 10 FEET THEREOF CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 4801585, RECORDS OF KING COUNTY, WASHINGTON.

PARCEL B:
BEGINNING 932 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.; THENCE NORTH ALONG THE EAST LINE OF HANES' ADDITION TO DES MOINES A DISTANCE OF 369.7 FEET; THENCE EAST 200 FEET; THENCE SOUTH 369.7 FEET TO THE NORTH LINE OF NEW ADDITION TO DES MOINES; THENCE WEST TO PLACE OF BEGINNING.

ALSO, ALL OF FRACTIONAL BLOCK 52, THE NEW ADDITION TO THE TOWN OF DES MOINES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 84, RECORDS OF KING COUNTY, WASHINGTON; EXCEPT THE SOUTH 10 FEET OF THE NORTH 30 FEET OF THAT PORTION OF THE EAST 932 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, AND THE WEST 15 FEET OF THE EAST 30 FEET OF THE EAST 932 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION LYING SOUTHERLY OF SOUTH 219TH STREET AND WESTERLY OF 11TH AVENUE S AS NOW ESTABLISHED BY KING COUNTY.

PARCEL C:
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PARCEL D:
LOTS 15 AND 16, BLOCK 54, NEW ADDITION TO THE TOWN OF DES MOINES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 84, RECORDS OF KING COUNTY, WASHINGTON.

PARCEL E:
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PARCEL F:
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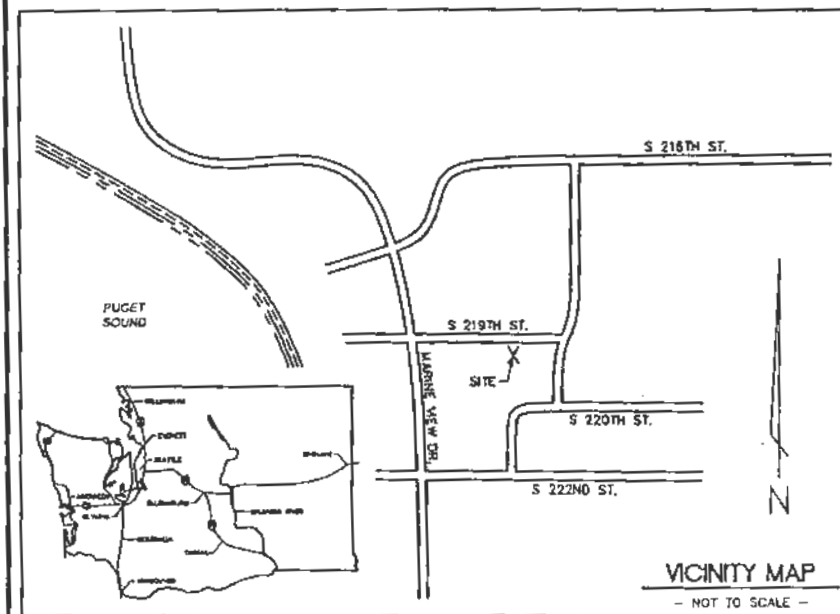
ALL ABOVE SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EASEMENTS

- 1. ELECTRIC LINE EASEMENT AFFECTING A PORTION OF THE SUBJECT PROPERTY, UNABLE TO BE SHOWN DUE TO LACK OF ADEQUATE DESCRIPTION PER KING COUNTY RECORDING NO. 2938459.
- 2. RIGHTS TO CUT/FILL SLOPES ALONG THE RIGHT-OF-WAY OF SOUTH 219TH STREET CONTAINED IN DEED PER KING COUNTY RECORDING NO. 4901585.

NOTES

- 1) TITLE INFORMATION PER ORDER NO. N211336 ISSUED BY FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON DATED FEBRUARY 3, 2003.
- 2) FIELD WORK CONDUCTED IN FEBRUARY AND JULY, 2003.



LINE	BEARING	LENGTH
L1	N88°11'42"W	1.19'
L2	N00°56'51"W	50.27'
L3	N89°08'03"E	32.00'
L4	N00°54'39"W	48.77'
L5	N88°11'42"W	60.07'
L6	N00°54'39"W	45.98'
L7	N00°54'29"W	40.38'
L8	N88°11'42"W	20.07'
L9	N00°54'29"W	39.45'
L10	N00°54'18"W	33.85'
L11	N88°11'42"W	30.03'
L12	N00°54'18"W	32.45'

GRAPHIC SCALE

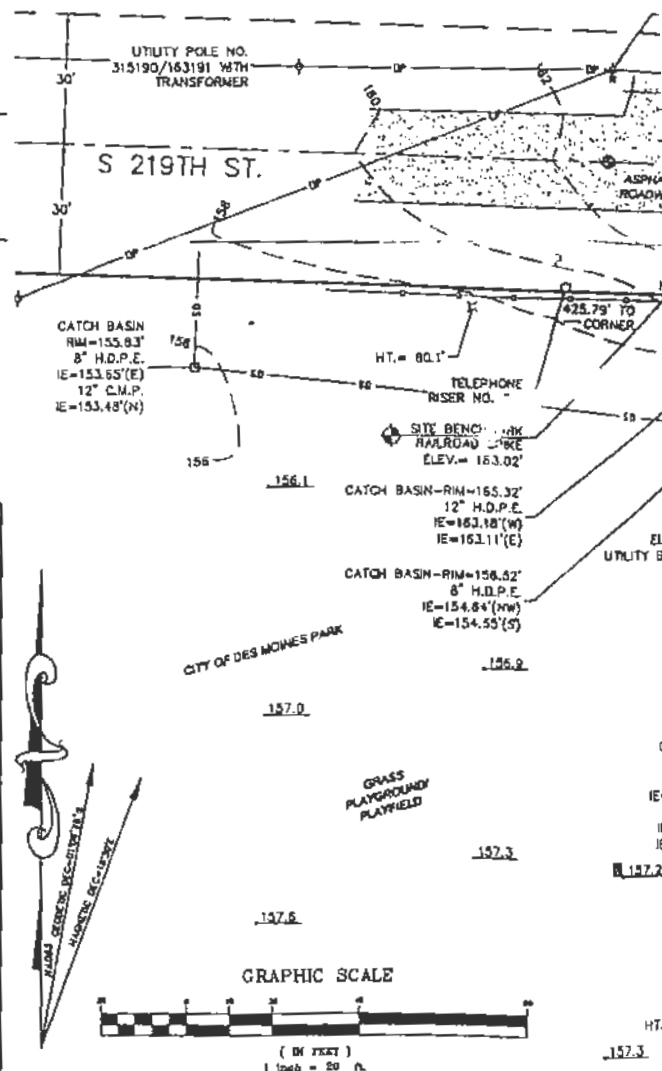
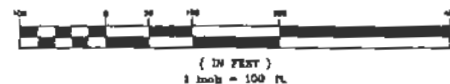


EXHIBIT B**DESCRIPTION OF PREMISES**

The Premises consist of those areas described/shown below and where Lessee's communications antennae, equipment, cables and utilities occupy Lessor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Property.

(Insert drawing of Site below, or check here ☒ and attach drawing as Exhibit B, Page 2.)

A final drawing, Site Plan, or copy of a property survey substantially depicting the above will replace this Exhibit "B" when initialed by Lessor.

Notes

1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by Lessee.
2. Setback of the Premises from the Lessor's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.
5. Exhibit B1, SCOPE OF WORK, attached and incorporated herein by this reference, is a part of this agreement, however the list of responsibilities included on Exhibit B1 are not exclusive of other responsibilities of the parties hereto as set forth in the Lease Agreement.

S. 219TH STREET

PROPOSED CINGULAR TELCO SERVICE ORIGINATING FROM
[E] TELCO PEDESTAL (# UNKNOWN) & CONTINUING VIA
UNDERGROUND TRENCH TO CINGULAR UTILITY RACK

[E] WATER VAULT

[E] BUILDING

NOTE: CITY TO PERFORM ALL WORK TO
RECONNECT THE RELOCATED PUMP HOUSE
AND WATER VAULT TO THE FIELD FACILITIES.

RELOCATED PUMP HOUSE & WATER
VAULT (ELECTRICAL SERVICE FOR PUMP
TO BE RELOCATED AND/OR UPGRADED IF
NECESSARY BY CINGULAR)

[E] WATER VAULT

[E] RETAINING WALL

[E] PUMP HOUSE
TO BE RELOCATED
(SEE ABOVE)

[E] WATER VAULT
TO BE RELOCATED
(SEE ABOVE)

[E] LIGHT STANDARD TO BE
REMOVED & RETURNED TO OWNER

[E] ELECTRICAL SERVICE TO REPLACEMENT LIGHT STANDARD SHALL
BE CIRCUITED THROUGH NEW POST MOUNTED DISTRIBUTION BOX
LOCATION WHERE FORMER LIGHT STANDARD WAS POSITIONED
(ELECTRICAL CONDUIT FROM DISTRIBUTION BOX TO REPLACEMENT
LIGHT STANDARD SHALL BE TRENCHED 36" BELOW GRADE)

[E] WATER METER

PROPOSED CINGULAR PCS ANTENNA ARRAY
FLUSH-MOUNTED ON A NEW LIGHT STANDARD
TO REPLACE EXISTING (TYP. OF 3 SECTORS)

[E] PUBLIC RECREATIONAL AREA

[E] OVER
ROAD
REL
SER
ELE

LEGAL DESCRIPTION

PARCEL A:

THE WEST 120 FEET OF THE NORTH 75 FEET OF THE EAST 607 FEET OF THE SOUTH 368 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.; EXCEPT THE NORTH 10 FEET THEREOF CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 4801585, RECORDS OF KING COUNTY, WASHINGTON.

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ALL ABOVE SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EASEMENTS

△ CORRESPONDS WITH ITEM NUMBER IN "SCHEDULE B" OF TITLE REPORT.



ELECTRIC LINE EASEMENT AFFECTING A PORTION OF THE SUBJECT PROPERTY, UNABLE TO BE SHOWN DUE TO LACK OF ADEQUATE DESCRIPTION PER KING COUNTY RECORDING NO. 2938459.



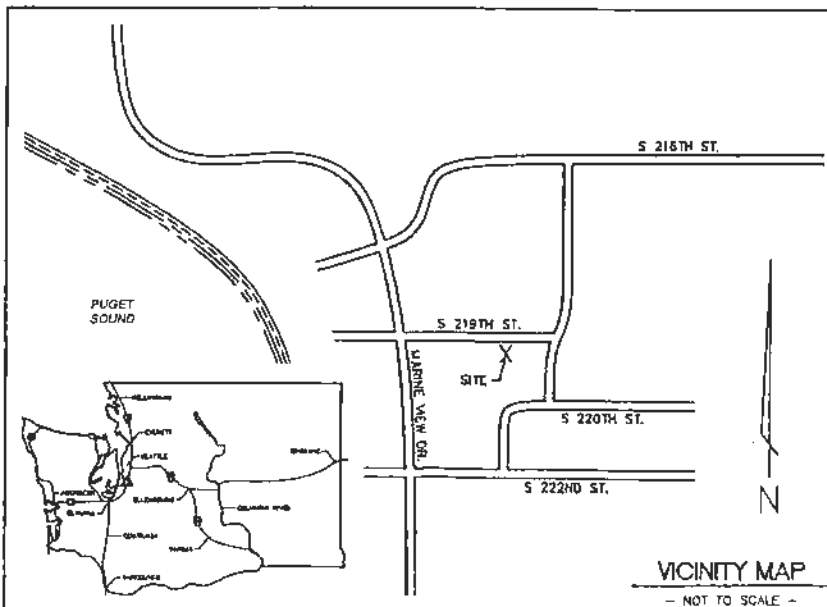
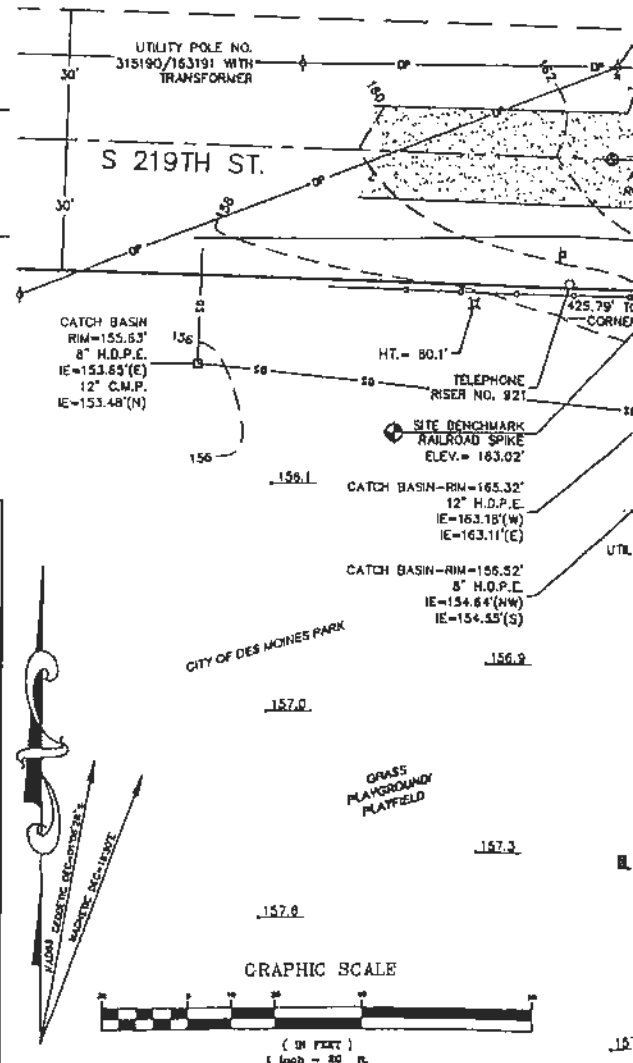
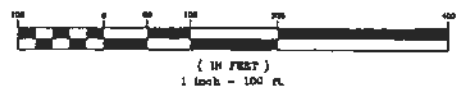
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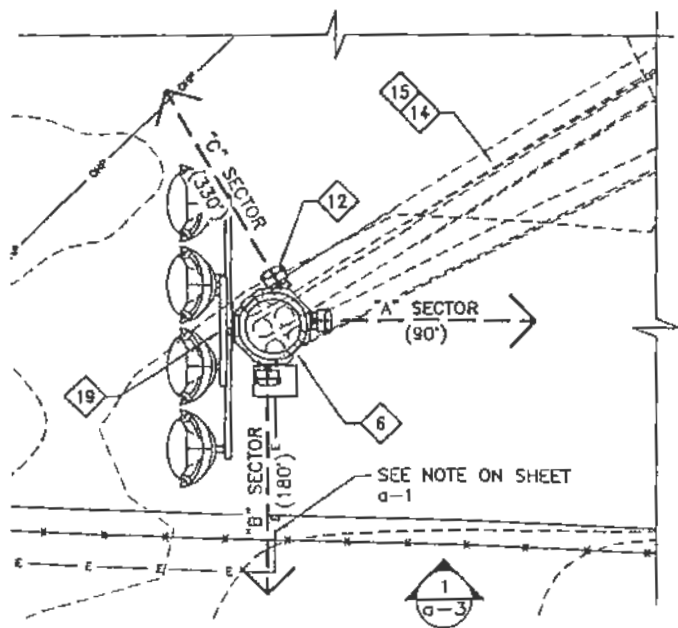
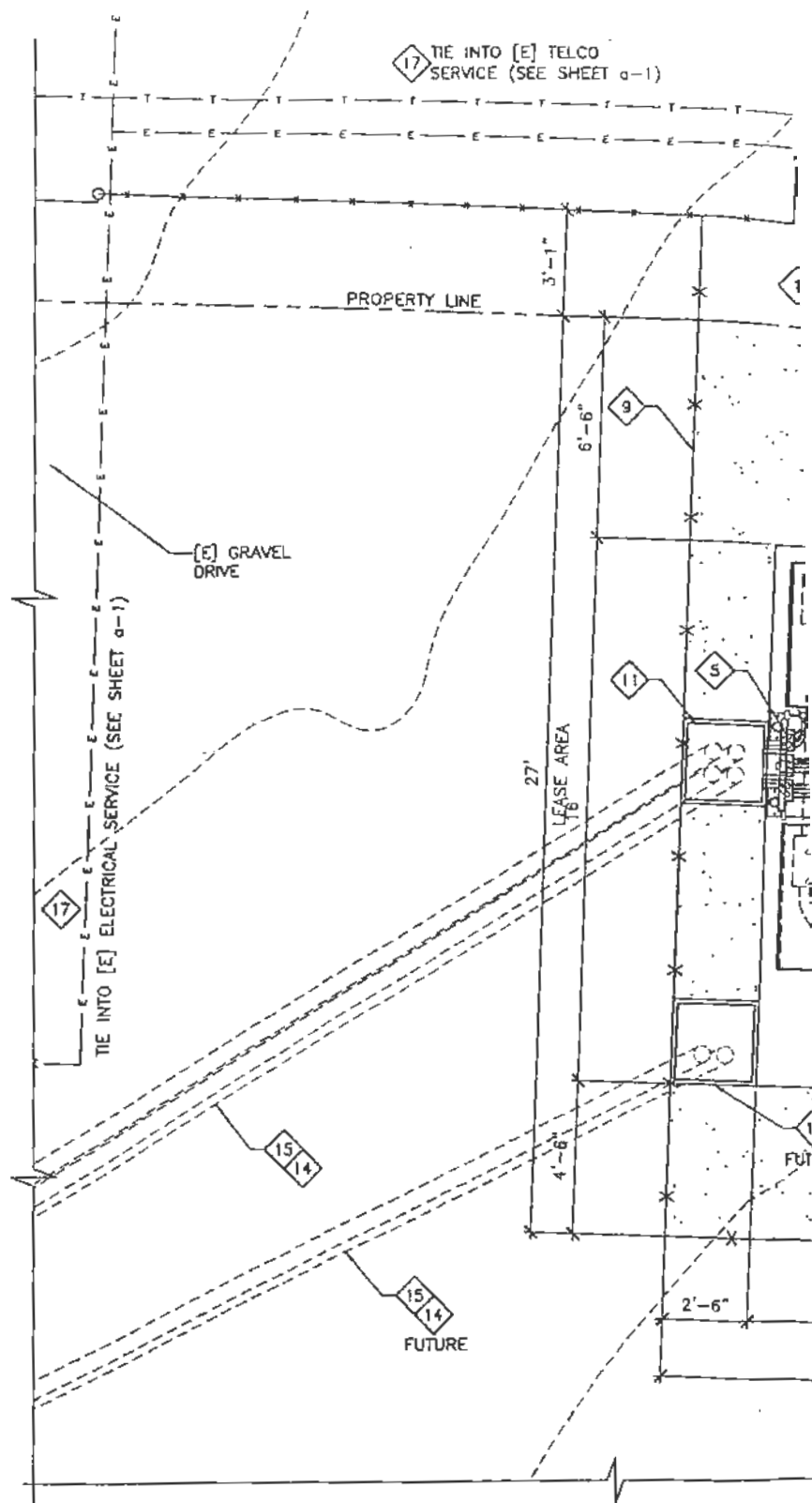
NOTES

- TITLE INFORMATION PER ORDER NO. N21336 ISSUED BY FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON DATED FEBRUARY 3, 2003.
- FIELD WORK CONDUCTED IN FEBRUARY AND JULY, 2003.

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L10	N00°54'18"W	33.85'
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GRAPHIC SCALE





A G E N D A I T E M

SUBJECT:
Mt. Rainier Pool Briefing

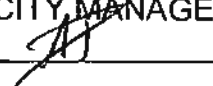
ATTACHMENTS:
A. Draft Pool Transfer Agreement between King County and Mount Rainier Pool Owners (Pool Owners)
B. Draft Interlocal Agreement by MRPC and Pool Owners
C. Draft Agreement between Aquatics Management Group (AMG) and Pool Owners regarding Operation of the Mount Rainier Pool
D. Draft Lease Assignment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

AGENDA OF: November 20, 2003

DEPT. OF ORIGIN: City Manager's Office

DATE SUBMITTED: November 13, 2003

CLEARANCES:
[✓] Legal 
[✓] Parks, Recreation and Senior Services 

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL 

Purpose and Recommendation:

The purpose of this agenda item is to brief City Council on four Proposed Final Draft Agreements regarding the transfer and operation of Mount Rainier Pool and to allow Council to provide direction. The attached Final Draft Agreements supersede all drafts provided to City Council at past meetings.

Background:

City Council was provided four draft agreements and background information regarding the proposed transfer and operation of Mount Rainier Pool at the October 30th and November 6th Council meetings. Council directed staff to continue to work on Mount Rainier Pool transfer and operations agreements with other agencies and asked staff to negotiate the removal of King County's requirement for Pool Owners to "Mothball" the Pool for a period of six months following Pool closure. The requested change was made to the Proposed Final Draft Pool Transfer Agreement dated November 13, 2003 between King County and Mount Rainier Pool Owners Section 6 BEST EFFORTS AND CONTINGENCY AGREEMENT 6.1.2 (see Attachment A).

Other changes were made to the agreements as proposed by the Attorneys for Des Moines, Highline School District and King County to ensure consistency between the four agreements. At the City of SeaTac's request, SeaTac has been deleted from agreements as a Mount Rainier Pool Owner (Pool Owner) and added back into agreements as a Mount Rainier Pool Contributor (MRPC) member.

The following Attachments are the most recent agreements with language acceptable to each of the Cities, County and District. The agreements must receive approvals from multiple agencies by early December to avoid closing the Pool at year-end.

Attachment A. Proposed Final Draft Pool Transfer Agreement dated November 13, 2003 between King County and Mount Rainier Pool Owners includes King County, Highline School District and Normandy Park proposed changes. This Draft Agreement is scheduled to go to King County Council on December 8, 2003 for approval. To avoid Pool closure, this agreement needs approval by Pool Owners by December 8, 2003.

Attachment B. Proposed Final Draft Interlocal Agreement dated November 13, 2003 between Mount Rainier Pool Contributors (MRPC) and Mount Rainier Pool Owners (Pool Owners) includes Highline School District, SeaTac and Normandy Park proposed changes. To avoid Pool closure, this agreement needs approval by all represented MRPC members no later than December 11, 2003.

Attachment C. Proposed Final Draft Agreement dated November 13, 2003 between Aquatics Management Group (AMG) and Mount Rainier Pool Owners regarding Operation of the Mount Rainier Pool was initiated by the MRPC and is in negotiations and final review with AMG. To avoid Pool closure, this agreement needs approval of Pool Owners and the Pool Operator no later than December 11, 2003.

Attachment D. Draft Lease Assignment Agreement dated November 13, 2003 Between King County, Highline School District and Pool Owners has been reviewed by King County, Highline School District and Pool Owners and relates to the Proposed Final Draft Pool Transfer Agreement between King County and Pool Owners and Pool Owners and MRPC. To avoid Pool closure, this agreement needs approval of King County, Highline School District and Pool Owners no later than December 8, 2003.

Alternatives:

Alternatives have been provided within the four agreements.

Financial Impact:

As lead agency, Des Moines' Finance Department would provide accounting services for the term of the agreement including: bill MRPC members annually for pool operations payments, make monthly payments to the Pool Operator, and rectify operating and capital accounts. Des Moines' financial commitment would be \$75,000 per year for a minimum of three years, unless the operating agreement is extended or the owners decide to return the Pool to the County per the terms of the Agreement. Des Moines' Parks, Recreation and Senior Services Department would provide contract management for the term of the agreement including oversight of Pool Operator Agreement. Des Moines' Legal Department would provide legal counsel during the terms of the four agreements.

Recommendation and Concurrence:

Staff seeks Council concurrence with the Proposed Final Draft Agreements as amended. Staff will bring Final Draft Agreements to Council for authorization in early December.

Pool Transfer Agreement Between KING COUNTY and MOUNT RAINIER POOL OWNERS

1. PARTIES

This **Agreement** (hereinafter "Agreement") is made and entered into as of January 1, 2004 between **Mount Rainier Pool Owners**, a coalition of the cities of Des Moines and Normandy Park, all Washington municipal corporations (hereinafter "**Pool Owners**"), and **King County**, a Washington municipal corporation, (hereinafter "**the County**").

2. PURPOSE AND RECITALS:

- 2.1 The County, under the authority of federal, state and county laws, has acquired and developed a park, recreation and open space system, including ownership of the Mt. Rainier Pool located on Highline School District property at Mt. Rainier High School, 22722 19th Avenue South in Des Moines, Washington;
- 2.2 The County does not have a sufficient, stable source of revenue to continue to manage and maintain its parks, open space, recreational facilities and programs at current levels and must therefore transfer facilities to other entities.
- 2.3 The County is legally restricted from converting many of these parks, open space, and recreational facilities from their current uses without expending funds to replace the converted facilities.
- 2.4 The Cities of Des Moines and Normandy Park, through an Interlocal Agreement, created a coalition of cities known as "Mount Rainier Pool Owners" ("Pool Owners") for the purposes of owning and operating the Mount Rainier Pool, and said cities have notified the County that it wishes the County to transfer the ownership of the Mt. Rainier Pool to the Pool Owners.
- 2.5 Given the legal restriction regarding conversion of the properties, the marketability of the properties is limited and, as a result, the cost of operating the Pool is approximately equal to the value of the property to the County.
- 2.6 The above cities have further stated their willingness, together with the Highline School District, the City of SeaTac, and other contributors, to provide ongoing funding to the Pool Owners to support the operation of the Mt. Rainier Pool as set forth in the "Interlocal Agreement for Mount Rainier Pool," attached hereto as "Exhibit A."

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

3. CONVEYANCE OF TITLE

- 3.1 Upon execution of this Agreement and of the Assignment ("Assignment") to the Pool Owners by King County of the underlying lease with Highline School District Lease (the Assignment shall be substantially in the form attached hereto as "Exhibit C"), King County shall, by deed effective as of January 1, 2004, convey to the cities of Des Moines and Normandy Park, as tenants in common, all of its ownership interest in the improvements known as the Mt. Rainier Pool ("Pool or "Property"), which are located on the property. (The "Property Legal Description is attached hereto as "Exhibit D" and the King County/Highline School District Lease (the "Lease") is attached hereto as "Exhibit B")
- 3.2 The deed shall be a Statutory Warranty Deed and shall contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The parties agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:
- 3.2.1 "Grantee covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571 applicable to a transferee, including that Grantee covenants that the Property shall continue to be used for the purposes contemplated by Resolution 34571, that the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by Resolution 34571, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County shall be provided."
 - 3.2.2 "The Grantee, as required by RCW 36.89.050, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefore."
 - 3.2.3 "Grantee covenants that, except for reasonable periods of closure required for necessary maintenance, capital repair or to remedy threats to health or safety, the Property shall be open to the public for swimming during business hours comparable to those of other public pools in King County."
 - 3.2.4 "Grantee covenants that it shall maintain the Property in good, clean, safe and sanitary condition and in compliance with all applicable laws, ordinances and regulations."
 - 3.2.5 "Grantee covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation."

- 3.2.6 "Grantee further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The Pool Owners covenant that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes."
- 3.2.7 "The Grantee covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property; provided, however, that all such preceding covenants as to Mt. Rainier Pool shall terminate on March 6, 2009, the agreed upon expiration of the term under the Lease or upon the earlier conveyance of the Pool to the District.

4 LEASE ASSIGNMENT

The Assignment of the Lease is contingent on written approval of the Highline School District ("District"). If such written approval is not obtained within thirty (30) days from the execution of this Agreement, the conveyance and assignment shall not be required until thirty (30) days after such written approval is obtained.

5 EQUIPMENT AND SUPPLIES

- 5.1 The Property being conveyed includes certain equipment and supplies used to operate and maintain the Pools as verified by a physical inventory of the equipment and supplies to be conducted by the County and the Pool Owners. The County will leave such equipment and supplies on site, which equipment and supplies will include all furniture, lifeguard equipment, first aid supplies, specialty tools, operator manuals, as-built pool and remodel plans, phone system, lighting fixtures, miscellaneous pool equipment, building maintenance supplies, spare parts, and materials such as chlorine and filtration supplies for pool maintenance, as further described in "Exhibit E" hereto.
- 5.2 The Pool Owners take all equipment and supplies AS IS and WHERE IS and agree that the County holds no future responsibility with regard to the equipment and supplies or any occurrence related to or resulting from their use.

6 BEST EFFORTS AND CONTINGENCY AGREEMENT

- 6.1 The Pool Owners have agreed to accept transfer of the pool ownership and assignment of the lease on the following conditions:
- 6.1.1 The Pool Owners will use their best efforts, with the cooperation and assistance of the cities and communities that will be served by the pool, to operate and maintain the pool at its current level of service to the public;

- 6.1.2 The Pool Owners may, at any time, certify to the County in writing that: (1) they have used all reasonable and diligent efforts to continue to operate the Pool and to secure financial support therefor; (2) funds are not reasonably available to allow the continued operation of the Pool by the Pool Owners; and (3) The Pool Owners have been unable to assign their interests in the Pool to another operator or otherwise ensure the continued operation of the Pool as a public pool. Thereafter, 90 days after such written certification to the District and the County in accordance with the Pool Transfer and Assignment Agreements, the Pool Owners may mothball the Pool. "Mothball" means maintaining such Pool in a manner that protects it from damage associated with closure and that will allow it to be re-opened for public use at a later date at minimal cost. "Mothballing" includes, but is not limited to, keeping the Pool filled with water and with the filters, pumps, heaters and general pool equipment remaining on, and maintaining the security and usability of the Pool and building. After the Pool has been mothballed for a period of six months, during which time the Pool Owners shall have used reasonable and diligent efforts to identify means by which the Pool may be re-opened for public use, then as between the County and the Pool Owners, the County will deem a closure of the Pool to be in compliance with the Pool Owners' obligations to the County to continue operating the pool under this Agreement and the Pool Owners may then elect, consistent with applicable legal requirements and the Assignment, to have title to the Pool and the rights and obligations under the lease revert to King County.

7 NEW POOL CONTINGENCY

- 7.1 It is understood that one or more of the cities and/or school district that are providing operating funds to the Pool Owners for Pool operations, or another entity such as the YMCA, may construct a new pool in the future in the general vicinity of the Pool. If such new pool: a) operates as a replacement pool in the same manner as required for the Pool by this Agreement; b) is of comparable size and equivalent recreational value; and c) the cities and/or the district fund the new pool in lieu of providing continued funding levels to the Pool Owners, the new pool shall constitute an equivalent replacement facility for the Pool as contemplated by Resolution 34571. When the funding is withdrawn from the Pool Owners and the new pool is operational and open to the public, then as between the County and the Pool Owners, the County will deem a closure of the Pool to be in compliance with the Pool Owners' obligations to continue operating the pool under this Agreement. Upon such closure, ownership of the Pool shall revert to the District in accordance with the Assignment.
- 7.2 The Pool Owners agree to continue to maintain and operate the Pool in accordance with this Agreement until the MRPC discontinues funding levels to the Pool Owners and the new replacement pool is operational and open to the public.

8 EXISTING RESTRICTIONS, AGREEMENTS, CONTRACTS OR PERMITS

- 8.1 The Pool Owners shall abide by and enforce all terms, conditions, reservations, encumbrances, restrictions and covenants of title existing at the time of conveyance and/or in the deed of conveyance.
- 8.2 In addition to any other remedies available for breach of a real property covenant and regardless of the enforceability of the covenants in the deed, all such covenants shall also be considered contractual obligations with which the Pool Owners must comply.
- 8.3 Breach of any such covenant or contractual obligation or breach of any provision of this Agreement shall entitle the County to seek any remedy in law or equity, including without limitation, damages and/or specific performance.

9 FINANCIAL ARRANGEMENT

- 9.1 As part of the consideration for the Pool Owners' agreement to assume title to and to continue to operate and maintain the Pool at its expense, the County agrees to:
 - 9.1.1 Transfer \$50,000.00 to the Pool Owners for the purpose of making capital improvements to the Mt. Rainier Pool. Such funds for capital improvements will be distributed to the Pool Owners by ~~December~~ March 31, 2004. Funds provided pursuant to this financial arrangement may be used only for the planning, construction, reconstruction, repair, rehabilitation or improvement of the Mt. Rainier Pool. Any such funds not so used shall be returned to the County, or transferred subject to the requirement that the transferee use the funds only for the specified purposes; and
 - 9.1.2 Transfer additional capital funds to the Pool Owners for the purposes of making capital improvements to the Pool. The amount of such additional capital funds will be determined by the County and will depend on the number of agreements to transfer pools that are executed in 2002-2003. Any additional capital dollars will be distributed to the Pool Owners by ~~December~~ March 31, 2004. Under no circumstance will the amount of additional capital funds to be transferred to the Pool Owners exceed Ten Thousand ~~One Hundred Thousand~~ (\$10,000.00) Dollars.
- 9.2 Other than the funds provided pursuant to 9.1.1 and 9.1.2, the County shall have no obligation whatsoever to provide additional funds to the Pool Owners relating to the Pool Property.

10 CONDITION OF PREMISES, OPERATIONS, MAINTENANCE, ETC.

- 10.1 The Pool Owners have inspected and know the condition of the Pool and agree to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Pool.
- 10.2 The County does not make and specifically disclaims any and all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property or its condition, and no official, employee, representative or agent of King County is authorized otherwise.
- 10.3 The Pool Owners acknowledge and agree that, except as set forth in this Agreement, the County shall have no liability for, and that the Pool Owners shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the Pool Owners or the County.
- 10.4 The County shall make available, prior to December 18, 2003, to the Pool Owners' representatives for interviews, the Pool Operators of the Pool and the employees of the County who manage and supervise those Pool Operators. The County shall instruct all such employees to fully cooperate with the Pool Owners' representatives and to truthfully and completely answer all questions presented as they relate to the operations of the Pool and the condition of the Pool equipment, property, furnishings, fixtures and assets. The County shall make the Pool available for inspection by independent experts engaged at the Pool Owners' expense to inspect the Pool.

11 ENVIRONMENTAL LIABILITY

- 11.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- 11.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the Pool Owners might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County prior to transfer of the Pool to the Pool Owners. In making such claim, however, the Pool Owners are barred from seeking recovery for costs that arise from the Pool Owners having exacerbated the costs of remediation upon which a statutory claim for contribution is based as a result of the Pool Owners performing construction activities on the Property or changing the use of the Property. Exacerbation shall not be deemed to include the mere discovery of contamination.
- 11.3 If the Pool Owners discover the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. Prior to undertaking any remediation, the parties shall

make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement.

- 11.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

12 INDEMNIFICATION AND HOLD HARMLESS

- 12.1 King County shall indemnify and hold the Pool Owners harmless from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to the Pool Owners, except to the extent that indemnifying or holding the Pool Owners harmless would be limited by Section 10 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the Pool Owners or the Pool Owners and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the Pool Owners and their officials, officers, agents and employees or jointly against the Pool Owners and King County and their respective officials, officers, agents and employees, King County shall satisfy the same.
- 12.2 The Pool Owners shall indemnify and hold King County and its elected officials, officers, agents and employees, or any of them, harmless from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including attorneys' fees and costs, (i) arising from the Pool Owners' failure to comply with any provision of this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to the Pool Owners, except to the extent that indemnifying or holding the County harmless would be limited by Section 11 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the Pool Owners, the Pool Owners shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the Pool Owners and their respective officers, agents and employees, the Pool Owners shall satisfy the same.
- 12.3 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Property.
- 12.4 Each party agrees that its obligations under this paragraph extend to any claim brought by or on behalf of any employees, or agents. For this purpose, each party hereby waives, with respect to the other party only, any immunity that would

otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

12.5 The County shall defend any claim against the Pool Owners or the County that it was unlawful for the County to transfer the Pool to the Pool Owners pursuant to this Agreement. This defense obligation shall not be construed as a promise to indemnify the Pool Owners from and against any damages or costs, nor as an obligation to defend any other claims including, but not limited to, those alleging that the Pool Owners unlawfully discontinued operations, closed or mothballed the Pool.

13 AUDITS AND INSPECTIONS

13.1 The County shall have full access to and the right to examine and copy, at its expense, during normal business hours and as often as they deem necessary, all of the Pool Owners' records with respect to all matters covered by this Agreement.

13.2 The Pool Owners shall have access to and the right to examine and copy, at its expense, during normal business hours, any disclosable and non-privileged records retained by the County with respect to the construction, maintenance, use, repair, and/or operation of the Pool.

14 COMPLIANCE WITH LAWS

The Pool Owners shall comply, and shall ensure that its contractors comply, with all federal, state and local laws, regulations, and ordinances applicable to the Property.

15. LEGAL RELATIONS

15.1 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement.

15.2 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

16 WAIVER

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

17. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement and its Exhibits set forth the entire agreement between the parties with respect to the subject matter hereof. It may only be supplemented by addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

18. MISCELLANEOUS

18.1 The Pool Owners represent and warrant that the execution of this Agreement has been duly authorized and that to the best of the Pool Owners' knowledge there is no pending, lawsuit or material claim against or related to the Pool Owners that will impede or materially affect the Pool Owners' ability to perform the terms of this Agreement, this Agreement does not conflict with the terms of any other agreement to which the Pool Owners are a party, and there is no pending investigation of the Pool Owners by any governmental agency.

18.2 The County represents and warrants that the execution of this Agreement has been duly authorized and that to the best of the County's knowledge there is no pending, lawsuit or material claim against or related to the County that will impede or materially affect the County's ability to perform the terms of this Agreement, this Agreement does not conflict with the terms of any other agreement to which the County is a party.

18.3 This Agreement shall be effective upon its execution by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.

19. NOTICES

19.1 Any notice provided for herein shall be sent to the respective parties at:

KING COUNTY:

| Shelley Marelli_____, Acting Manager
King County Parks and Recreation Division
Dept. of Natural Resources & Parks
King Street Center, 7th Floor
201 S. Jackson St.
Seattle, WA 98104
(Telephone)

POOL OWNERS:

Patrice Thorell
Parks & Recreation Director
Parks & Recreation Director
City of Des Moines
21630 11th Ave. S.
Des Moines WA 98198
(206) 870-6529

/////
/////
/////

IN WITNESS WHEREOF, the parties have executed this Agreement.

KING COUNTY

King County Executive
Manager _____
Date _____

APPROVED AS TO FORM this _____
day of _____, 2003.

By _____
Richard S. Brown
Assistant City Attorney of Des Moines

APPROVED AS TO FORM this _____
day of _____, 2003.

By _____
Susan Sampson
City Attorney of Normandy Park

MOUNT RAINIER POOL OWNERS
("POOL OWNERS")

CEO
Date _____

DATED this _____ day of
_____, 2003.

CITY OF DES MOINES

By _____
Anthony Piasecki
Its City Manager
At the direction of the Des Moines City
Council by motion regularly passed at an
open public meeting on _____, 2003.

DATED this _____ day of
_____, 2003.

CITY OF NORMANDY PARK

By _____
Merlin MacReynold
Its City Manager
At the direction of the Normandy Park City
Council by motion regularly passed at an
open public meeting on _____, 2003.

EXHIBIT A
Interlocal Agreement for Mount Rainier Pool

EXHIBIT B
Real Property Lease to be assigned to the Pool Owners

EXHIBIT C
Lease Assignment Agreement

EXHIBIT D
Description of Mt. Rainier Pool Property

The improvements known as the Mt. Rainier Pool located on that certain real estate described as follows:

That portion of the Northwest $\frac{1}{4}$ of Section 16, Township 22 North, Range 4 East, W.M., described as follows:

Beginning at the Northwest corner of Lot 1, Block 6, Thunderbird Estates Division No. 3, as recorded in Volume 57 of Plats on pages 37 and 38, Records of King County, Washington; then North $1^{\circ} 11' 48''$ East along the East margin of 19th Avenue South 292.68 feet; then South $88^{\circ} 03' 32''$ East parallel with the North line of said Block 6, 315.35 feet to the point of beginning;

EXHIBIT E

Inventory of Equipment and Supplies

Inventory will be prepared and inserted following King County Council action, but prior to execution of this Agreement.

INTERLOCAL AGREEMENT for MOUNT RAINIER POOL
For Years 2004 through 2006

By
MOUNT RAINIER POOL CONTRIBUTORS ("MRPC")
And
MOUNT RAINIER POOL OWNERS ("POOL OWNERS")

In Accordance with the Interlocal Cooperation Act (RCW 39.34), the City of Des Moines ("Des Moines"), the City of Normandy Park ("Normandy Park"), the City of SeaTac ("SeaTac"), and the Highline School District No. 401 ("the District") [Collectively referred to hereafter as the "Parties"], each of which is a Washington Municipal Corporation, hereby enter into the following AGREEMENT:

RECITALS

WHEREAS:

A. King County ("the County"), as part of its duty to serve the needs of the residents of King County and the municipalities within it, from 1974 through 2002, owned, operated and maintained the Mount Rainier Swimming Pool ("the Pool") located on property leased to the County by the District;

B. In 2002, the County reported that it did not have a sufficient source of revenue to continue to manage, maintain and operate the Pool and related programs beyond the 2002 calendar year;

C. In December 2002, as part of a joint effort to assure the continued operation of the Pool through the 2003 calendar year, the Parties entered into an "Interlocal Agreement for Mount Rainier Pool Subsidy Funding." Said agreement created the coalition of "Mt. Rainier Pool Contributors" ("MRPC"), consisting of all of the Parties.

D. MRPC then contracted with the County to continue operation of the Pool through the 2003 calendar year. The County has now reported that it will not continue operating the Pool, even with subsidy funding, beyond the 2003 calendar year.

E. The County has agreed to transfer pool ownership and to assign its lease with the District to an ownership coalition consisting of the cities of Des Moines and Normandy Park [to be known as the "Mt. Rainier Pool Owners" ("Pool Owners")] and the District has agreed to such an assignment. The transfer and assignment will be substantially in the form attached hereto as "Exhibit A."

F. Upon execution and finalization of this agreement, the Pool Owners intend to enter into a Pool Operation Agreement with Aquatic Management Group ("AMG"), substantially in the form attached hereto as "Exhibit B."

NOW, THEREFORE, the Parties agree to cooperate with each other by continuing the coalition of **MOUNT RAINIER POOL CONTRIBUTORS ("MRPC")** and by creating a coalition of **MOUNT RAINIER POOL OWNERS ("Pool Owners")** to carry out the above purposes on the following terms and conditions:

I. TERM of AGREEMENT and RENEWAL

1.1 This Agreement shall commence on January 1, 2004 and shall terminate on December 31, 2006; provided, however, that if the Pool Operation Agreement with AMG is not fully executed and effective as of January 1, 2004, this Agreement shall automatically terminate and be of no further force or effect.

1.2 This Agreement may be renewed only by written agreement of all of the Parties.

II. CONTINUATION OF MOUNT RAINIER POOL CONTRIBUTORS ("MRPC")

2.1 The coalition of **MOUNT RAINIER POOL CONTRIBUTORS ("MRPC")**, created by the Interlocal Agreement in 2002, is hereby continued to carry out the purposes set forth in this Agreement.

2.2 The initial members of MRPC will continue to be members of the continuing MRPC coalition.

2.3 The MRPC members will contribute funds to be used to continue the operation, management and maintenance of the Pool as more fully described herein and in the Pool Operation Agreement with AMG.

2.4 MRPC shall not be considered an owner or operator of the Pool.

III. MRPC ELIGIBILITY

3.1 Any public agency seeking to participate in this Agreement may be allowed to do so upon approval of the MRPC Executive Committee (as defined below) pursuant to the existing terms hereof and upon such other terms, including payment of such financial contributions, as may be approved and directed by the MRPC Executive Committee.

3.2 The MRPC Executive Committee, by unanimous vote, may allow admission by a public agency on terms other than those set forth herein for participation. Any public agency so admitted shall be deemed an ex officio party hereto and shall not be entitled to a vote on matters submitted to the MRPC Executive Committee.

IV. MRPC EXECUTIVE COMMITTEE

4.1 The MRPC shall be governed by the "MRPC Executive Committee", which is hereby established to assure the effective implementation and administration of this Agreement.

4.2 The MRPC Executive Committee shall be composed of the chief executive officer or designee of each of the Parties.

4.3 Each MRPC member shall also designate an alternate voting member of the MRPC Executive Committee who shall serve in the absence of the voting member.

4.4 The MRPC Executive Committee shall, by majority vote, except as herein otherwise provided, develop and implement operating policy in order to carry out the goals set forth herein, adopt and administer a budget, receive funding from the Parties for such budget, and seek such outside professional assistance as is necessary to achieve the purposes set forth herein. The funds of MRPC shall be subject to audit in the manner provided by the law for the auditing of public funds.

4.5 Regular meetings of the MRPC Executive Committee shall be held as determined by the MRPC Executive Committee. The MRPC Executive Committee shall elect, by majority vote, a "chair" to conduct its meetings. The chair shall not forfeit, by virtue of the position of chair, any power vested in him/her and in addition will schedule and preside over meetings. The chair shall continue to preside at the pleasure of a majority of the voting members of the MRPC Executive Committee, and may be replaced at any time.

4.6 A quorum for the conduct of business by the MRPC Executive Committee shall be a majority. Notice of any special meeting shall be circulated to all members of the MRPC Executive Committee by the chair, or upon the written notice of a voting majority of the MRPC Executive Committee, not less than twenty-four (24) hours before such meeting is scheduled. No action will be taken without a quorum and without an absolute majority of the eligible voting members of the MRPC Executive Committee voting in favor of the matter under consideration. MRPC Executive Committee members may attend meetings and vote telephonically as may be necessary for the orderly and timely conduct of business.

4.7 On or before August 15, of each year of the agreement the MRPC Executive Committee shall, in conjunction with the Pool Owners Executive Committee:

- Analyze all significant and relevant information and resources relating to the expenditures and revenues associated with the operation and capital maintenance of the Pool;
- Report its findings to the legislative bodies of the MRPC members; and
- Recommend a course of action to the MRPC members for the continuing operation and maintenance of the Pool.

V. FUNDING and CONTRIBUTIONS

V. FUNDING and CONTRIBUTIONS

5.1 Funding to subsidize the Pool operation and carry out the purposes of this Agreement shall be provided by contributions from the MRPC members and by such other contributions as may be received by the MRPC and fund raising activities as may be approved by the MRPC Executive Committee. AMG has estimated the annual subsidy necessary to operate the Pool to be \$97,000 per year.

5.2 Based on the estimated first year subsidy of \$85,000 and a start up contribution of \$50,000, the financial contribution to be paid by each of the Parties for the 2004 calendar year is:

Des Moines	\$ 75,000
Highline School District	\$ 20,000
Normandy Park	\$ 15,000
SeaTac	<u>\$ 25,000</u>
Total 2004 Contribution	\$ 135,000

5.3 Based on the estimated second year subsidy of \$97,000, the financial contribution to be paid by each of the Parties for the 2005 calendar year is:

Des Moines	\$ 75,000
Highline School District	\$ 20,000
Normandy Park	\$ 15,000
SeaTac	<u>\$ 25,000</u>
Total 2005 Contribution	\$ 135,000
Projected Transfer to Capital Account	\$ 50,000

5.4 Based on the estimated third year subsidy of \$97,000, the financial contribution to be paid by each of the Parties for the 2006 calendar year is:

Des Moines	\$ 75,000
Highline School District	\$ 20,000
Normandy Park	\$ 15,000
SeaTac	<u>\$ 25,000</u>
Total 2006 Contribution	\$ 135,000
Projected Transfer to Capital Account	\$ 50,000

5.5 Capital Expenditure Account. The Pool Owners shall establish a Mt. Rainier Pool Escrow Account with funds transferred from King County. The funds from the escrow account shall be used for capital expenditures for the Pool. The expenditure of County funds for capital items must qualify for the use of Real Estate Excise Tax (REET) funds and projects must be of an amount of \$5,000 or greater. The Pool Owners may, at any time and at their sole discretion and expense, make any and all improvements to or repairs, maintenance and/or modifications of the

premises, or any of the areas assigned to AMG in the Operating Agreement, which it deems necessary or desirable to protect or serve pool users, or which enhance the pool, however the Pool Owners shall not be obligated to make any improvement or modifications of the premises.

5.6 Any and all unexpended funds remaining as a result of reduced subsidy required by AMG as identified in 5.2 (no funds projected for transfer in 2004), 5.3 (\$50,000 funds projected for transfer in 2005), and 5.4 (\$50,000 funds projected for transfer in 2006) shall be transferred to the Capital Expenditure Account to be used by the Pool Owners for Capital Pool needs exceeding \$2,000 through the term of the Agreement.

VI. ACCOUNTING, PAYMENTS & DISTRIBUTIONS; DESIGNATION OF AUTHORITY

6.1 The MRPC Fund will be established and managed by Des Moines.

6.2 Des Moines will transmit billings for the annual financial contributions to the MRPC members no later than December 15 in 2003, 2004 and 2005. Within 30 days after receipt of the billing, MRPC members shall pay the amount billed to Des Moines at 21630 11th Avenue South, Des Moines WA 98198, Attn: Finance Director, or at such other address as may be directed by Des Moines.

6.3 Des Moines shall thereafter, on behalf of the MRPC, transmit the funds to AMG in accordance with the Pool Operation Agreement.

6.4 Any funds provided to the MRPC by other public agencies or by private or non-profit fundraising, in excess of budgeted funding required to operate and maintain the Pool throughout the term of this Agreement, shall be redistributed to the MRPC members to reduce member financial contributions proportionately.

6.5 On February 15 following each contract year, Des Moines will prepare an annual reconciliation of the MRPC Fund actual net operating costs. Upon termination of the Agreement, Des Moines will distribute to each MRPC member their proportional share of any funds remaining in the MRPC Fund.

VII. CREATION OF MOUNT RAINIER POOL OWNERS ("POOL OWNERS")

7.1 The coalition of **MOUNT RAINIER POOL OWNERS ("POOL OWNERS")**, consisting of the cities of Des Moines and Normandy Park, is hereby created and shall be considered owner of the Pool for the term of this Agreement.

7.2 It is intended that AMG, or a qualified successor approved by **POOL OWNERS**, will be the sole operator of the Pool for the term of the Agreement.

VIII. POOL OWNERS EXECUTIVE COMMITTEE

8.1 The Pool Owners shall be governed by the "Pool Owners Executive Committee", which is hereby established to assure the effective implementation and administration of this Agreement.

8.2 The Pool Owners Executive Committee shall be composed of the chief executive officer or designee of each of the member cities of the Pool Owners.

8.3 Each Pool Owners member city shall also designate an alternate voting member of the Pool Owners Executive Committee who shall serve in the absence of the voting member.

8.4 The Pool Owners Executive Committee shall, by majority vote, except as herein otherwise provided, develop and implement operating policy in order to carry out the goals set forth herein, adopt and administer a budget, receive funding from the Parties for such budget, and seek such outside professional assistance as is necessary to achieve the purposes set forth herein. The funds of the Pool Owners shall be subject to audit in the manner provided by the law for the auditing of public funds.

8.5 Regular meetings of the Pool Owners Executive Committee shall be held as determined by the Pool Owners Executive Committee. The Pool Owners Executive Committee shall elect, by majority vote, a "chair" to conduct its meetings. The chair shall not forfeit, by virtue of the position of chair, any power vested in him/her and in addition will schedule and preside over meetings. The chair shall continue to preside at the pleasure of a majority of the voting members of the Pool Owners Executive Committee, and may be replaced at any time.

8.6 A quorum for the conduct of business by the Pool Owners Executive Committee shall be a majority. Notice of any special meeting shall be circulated to all members of the Pool Owners Executive Committee by the chair, or upon the written notice of a voting majority of the Pool Owners Executive Committee, not less than twenty-four (24) hours before such meeting is scheduled. No action will be taken without a quorum and without an absolute majority of the eligible voting members of the Pool Owners Executive Committee voting in favor of the matter under consideration. The Pool Owners Executive Committee members may attend meetings and vote telephonically as may be necessary for the orderly and timely conduct of business.

8.7 On or before August 15, of each year the Pool Owners Executive Committee, in conjunction with the MRPC Executive Committee, shall:

- Analyze all significant and relevant information and resources relating to the expenditures and revenues associated with the operation and capital maintenance of the Pool;
- Report its findings to the legislative bodies of the Pool Owners members; and
- Recommend a course of action to the Pool Owners members for the continuing operation and maintenance of the Pool.

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IX. MISCELLANEOUS PROVISIONS

9.1 Effective Date. This Agreement shall be effective upon ratification by resolution or motion of the governing body and execution by the Chief Executive Officer of each of the Parties.

9.2 Amendment. This Agreement may be amended only upon consent of all Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.

9.3 Waiver. The waiver by any party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.

9.4 Grants, Gifts, Etc. All Parties to this Agreement shall cooperate and assist each other in procuring scholarships, grants or financial assistance from the United States, the State of Washington, and private benefactors for the reduction of MRPC subsidy payments made to AMG for its continued operation, management and maintenance of the Pool and programs.

9.5 Severability. If any provision of this Agreement shall be held invalid, the remainder shall not be affected thereby.

9.6 Entire Agreement. This Agreement and exhibits represent the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

9.7 Counterparts. This Agreement shall be effective whether signed by all Parties on the same document or whether signed in counterparts.

9.8 Notices. Except as otherwise provided herein, any notice required by this Agreement shall be delivered by certified mail, return receipt requested, or by personal service.

EXECUTED and APPROVED by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

APPROVED AS TO FORM this _____
day of _____, 2003.

By _____
Richard S. Brown
Assistant City Attorney of Des Moines

DATED this _____ day of
_____, 2003.

CITY OF DES MOINES

By _____
Anthony Piasecki
Its City Manager
At the direction of the Des Moines City
Council by motion regularly passed at an
open public meeting on _____, 2003.

APPROVED AS TO FORM this _____
day of _____, 2003.

By _____
Susan Sampson
City Attorney of Normandy Park

DATED this _____ day of
_____, 2003.

CITY OF NORMANDY PARK

By _____
Merlin MacReynold
Its City Manager
At the direction of the Normandy Park City
Council by motion regularly passed at an
open public meeting on _____, 2003.

APPROVED AS TO FORM this _____
day of _____, 2003.

By _____
Robert L. McAdams
City Attorney of SeaTac

DATED this _____ day of
_____, 2003.

CITY OF SEATAC

By _____
Bruce Rayburn
Its City Manager
At the direction of the SeaTac City Council
by motion regularly passed at an open public
meeting on _____, 2003.

APPROVED AS TO FORM this _____
day of _____, 2003.

DATED this _____ day of
_____, 2003.

HIGHLINE SCHOOL DISTRICT No. 401

By _____
William Green
Attorney for Highline School District

By _____
Dr. Joseph McGeehan
Its Superintendent
At the direction of the Highline School
Board by resolution regularly passed at an
open public meeting on _____, 2003.

EXHIBIT A

[Insert Lease Assignment Agreement]

EXHIBIT B

[Insert AMG Pool Operation Agreement]

AGREEMENT
between
AQUATIC MANAGEMENT GROUP, INC. ("AMG")
and
MOUNT RAINIER POOL OWNERS ("POOL OWNERS")
regarding
THE OPERATION OF THE MT. RAINIER POOL

I. PARTIES

This Agreement (hereinafter "Agreement") is entered into as of January 1, 2004 between **Aquatic Management Group, Inc.**, a Washington Corporation (hereinafter "AMG"), and the **Mount Rainier Pool Owners**, a coalition of the municipalities of ~~Seatac~~, Normandy Park and Des Moines, (hereinafter "Pool Owners").

2. PURPOSE AND RECITALS

- 2.1 The Mt. Rainier Pool was built as part of the 1967 Forward Thrust initiative.
- 2.2 Since its construction, King County ("The County") has operated and maintained the Mt. Rainier Pool, pursuant to a lease agreement signed in 1974 with the Highline School District (hereinafter "Highline"), on Highline property.
- 2.3 The County's current budget necessitates that it discontinue the operation and maintenance of the Mt. Rainier Pool as of December 31, 2003 and, if possible, transfer the ownership of the pool to another entity;
- 2.4 The Cities of Des Moines and, Normandy Park and ~~SeaTac~~ have, through an Interlocal Agreement, created a coalition of cities known as "Mount Rainier Pool Owners" ("Pool Owners") for the purposes of owning and operating the Mount Rainier Pool, and said cities have notified the County that it wishes the County to transfer the ownership of the Mt. Rainier Pool to the Pool Owners.
- 2.5 The above cities have further stated their willingness, together with the City of SeaTac, Highline School District, and other contributors, to provide ongoing funding to the Pool Owners to support the operation of the Mt. Rainier Pool for so long as such operation remains economically viable for the Pool Owners or until there is a viable replacement for the Mt. Rainier Pool.
- 2.6 Assuming that adequate financial support is available from Highline, the Pool Owners and/or other community resources to operate the Pool, AMG has expressed an interest in operating and maintaining the Pool. It is recognized by all parties that, to minimize subsidy, AMG must use innovative approaches in the execution of its programs, methods of publicizing, and approach to customer satisfaction.

It is, therefore **AGREED** as follows:

3. AMG RESPONSIBILITIES

3.1 Maintenance & Operation of Mt. Rainier Pool. AMG shall maintain, and operate the Mt. Rainier Pool, located on HIGHLINE property at 22722 - 19th Avenue S., Des Moines, Washington for a period of three (3) years, beginning January 1, 2004 through December 31, 2006.

3.1.1 Operations. AMG shall apply innovation to all programs and execution of operations in an effort to reduce expense and maximize revenues for the Mt. Rainier Pool while still providing a robust, community oriented program. The Pool Owners agree to work with and support activities and promotions conducted by AMG to generate additional pool patronage through the represented communities.

3.1.2 Routine Pool Maintenance and Repairs. AMG will provide routine and preventative maintenance and repair for all single repairs up to \$2,000 and up to \$15,000 total annual cost. For major single repairs over \$2,000 and above the \$15,000 annual total the owners shall allocate funds from the capital reserves to cover such cost of repair. Routine maintenance and repairs apply to those items identified on the "Pool Operator's Maintenance Responsibilities," which is attached hereto as "Exhibit A" and incorporated herein by this reference.

~~3.1.23.1.3~~ Use and Storage of Chemicals. Any cleaners, fungicides, insecticides and other chemicals used by AMG in the operation and maintenance of the Pool shall be used in a safe manner in compliance with label instructions and all applicable codes, rules and regulations concerning said substances. AMG shall store and dispose of all such chemicals in a safe and secure manner in compliance with label instructions and all applicable codes and regulations.

~~3.1.33.1.4~~ Existing Equipment and Supplies. The Pool Owners will leave on site certain pool equipment and supplies transferred from King County to the Pool Owners for the operation and maintenance of the Pool, as described in "Exhibit B," which is attached hereto and incorporate herein by this reference. Equipment and supplies include furniture, lifeguard equipment, first aid supplies, specialty tools, operator manuals, computer equipment and software used for pool operation, phone system, lighting fixtures, miscellaneous pool equipment, building maintenance supplies, spare parts, and materials such as chlorine and filtration supplies for pool maintenance. AMG may use all equipment and supplies and through this use also agrees that the Pool Owners hold no future responsibility resulting from use of the equipment and supplies. All equipment and supplies acquired or purchased with the Pool Owners funds under this agreement

shall remain at the Pool and become the property of the Pool Owners at the termination of this agreement.

3.2 Conditions for Operation and Management. In order to successfully manage the Mt. Rainier Pool and to minimize the required subsidy, the following actions and/or conditions shall be required:

3.2.1 Pool Usage. In operating the pool, AMG shall provide programs and hours of operation reasonably similar to those programs and hours of operation currently provided by King County to current users of the Mt. Rainier Pool, including, but not limited to, the most recent Pool Use Agreement between Highline and the County, attached hereto as "Exhibit F" and incorporated herein by this reference.

3.2.2 Intellectual Property. As part of the normal operation of the Mt. Rainier Pool, AMG will employ written materials for operating processes, swim school curriculum, training manuals, correspondence and other documentation that will be proprietary to AMG. These materials are the sole intellectual property of AMG and will not be distributed nor discussed with parties external to this agreement. Upon termination of the agreement, all such materials shall be returned to AMG or shall be destroyed. The name "AMG Swim School" is also property of AMG, Inc. and all rights to the use of that name are reserved to AMG.

~~3.2.23~~ 3.2.3 Advertising Program. AMG shall provide quarterly promotional materials to the Pool Owners for local communications to the public for each municipality and Highline School District. The Pool Owners will provide an annual subsidy in the amount of \$6,000 for advertising above and beyond the operations subsidy to fund direct advertising and promotions. Said subsidy will be paid in equal payments of \$1,500 each quarter of the year with the first payment coinciding with startup. The pool owners further agree to provide signage clearly directing patrons to the street location of the Mt. Rainier Pool from the intersection of the Kent-Des Moines Road and 24th Ave. and the intersection of Marine View Drive and 223rd with all turns to the pool clearly marked. All signage placed within the premises, exclusive of AMG program material, shall require All signing placed by AMG within the premises shall require the prior written approval of the Pool Owners. AMG shall include a credit line in any promotional or publicity materials reading as follows: Facility operated with support from Cities of Des Moines, Normandy Park and SeaTac and Highline School District.

3.3 Accounting. The following accounting practices shall be observed by AMG:

3.3.1 Monthly Reports. AMG shall provide monthly reports to the Pool Owners regarding the maintenance and operation of the Mt. Rainier Pool, including, but not limited to, fee schedules, pool usage, gross sales and

~~receipts, administration and customer service costs, staffing costs, pool maintenance budget for chemicals, pool supplies and minor repairs, utility and sanitation costs, and 6% administrative overhead. All information shown in the reporting format presented in Exhibit E.~~ In addition, AMG shall maintain, available for review at the Mt. Rainier Pool, complete maintenance and staffing and staffing records as follows:

- a) A daily pool staffing log will be kept documenting certified pool personnel on the premises during operational hours;
- b) A ~~daily~~ maintenance log will be kept documenting all work done on the premises that is beyond normal pool operations;
- c) A ~~daily~~ record of all equipment used on the premises; and
- d) A ~~daily~~ record of all chemicals and pool supplies used in the operation of the premises ~~and their frequency of use.~~

3.3.2 Independent Accounting. The Mt. Rainier Pool shall be operated as a separate entity by AMG and all accounting and reports regarding the Mt. Rainier Pool shall be independent and separate from AMG's own accounting and from any other activities in which AMG may be involved. A true accounting of all receipts and disbursements shall be maintained by AMG and shall be made available for review and audit by the Pool Owners at the discretion and expense of the Pool Owners. Records of gross sales and receipts are to be kept for each revenue source and AMG is responsible for submittal of all taxes due in the ordinary course of operating the pool. All hours worked by AMG employees in support of Pool Owner directed accounting audits will be submitted to the Pool Owners for reimbursement above and beyond the subsidy payments stipulated in this agreement.

3.4 Capital Improvements.

3.4.1 AMG shall work with the Pool Owners to make any capital improvements to the Mt. Rainier Pool that are necessary and reasonable to allow it to fulfill its commitment to operate the pool; provided, however, that AMG shall have no obligation to make any capital improvements or repairs necessitated by an act of nature or other event beyond the control of AMG. Improvements requiring the cessation of operations at the Mt. Rainier Pool shall be treated independently from normal capital improvements and will be coordinated between parties in accordance with other aspects of this agreement.

3.4.2 Repair items of \$2,000 Dollars or more and/or over AMG's annual maintenance allocation of \$15,000 Dollars must be submitted to the Pool Owners for review and approval of fund allocation. Exceptions to this item include emergency repairs that, if left unresolved, would cause cessation of operations or would put the physical plant, staff, or patrons at risk. Capital

Items are identified on the "Owners Capital Improvement Responsibilities," attached hereto as "Exhibit C", and incorporated herein by this reference.

- 3.5 Personnel. AMG shall maintain an adequate number of qualified personnel to meet operational, maintenance and service requirements of this Agreement. AMG and its personnel shall operate in a business-like and courteous manner, and strive to provide high quality and personable services to the public. At no time shall AMG relinquish control of the pool operations to a third party without the written consent of the Pool Owners.
- 3.6 Independent Contractor. AMG and its employees or agents performing under this Operating Agreement are not employees or agents of the Pool Owners. AMG and its employees shall not hold themselves out as nor claim to be officers or employees of the Pool Owners or any of the member cities by reason hereof, nor will they make any claim of right, privilege or benefit which would accrue to a municipal employee under state law.
- 3.7 Closures AMG shall waive any claim against the Pool Owners from losses sustained or allegedly sustained due to any closure of the premises by the Pool Owners that may result from necessary improvements or repairs, failure of any utility systems, forces of nature, protection of public safety, or for any other reason. Pool Operators agree to six (6) weeks notice for any capital improvement that is not an emergency. AMG will not be held responsible for lost revenues in the period of closure and losses will be tabulated separately from the yearly subsidy and will not be counted as losses against AMG's profit calculations.

4. RESPONSIBILITIES OF POOL OWNERS

In consideration of AMG operating and maintaining the Mt. Rainier Pool at the levels of service specified herein, the Pool Owners, on behalf of all contributors to the Mount Rainier Pool, shall pay AMG as follows:

- 4.1 Start Up Funds. ~~Start up funds of Thirty Eight Thousand (\$38,000.00) Dollars, due on or before January 1, 2004 and Twelve Thousand (\$12,000.00) Dollars, due on or before January 1, 2005. Start Up Funds are identified on the "AMG 2004-2005 Start Up Funds Budget," attached hereto as "Exhibit D" and incorporated herein by this reference;~~ Fifty Thousand (\$50,000.00) Dollars, due in two parts: Ten Thousand (\$10,000.00) Dollars, due on or before December 15, 2003, to establish operation readiness of the Mt. Rainier Pool; and Forty Thousand (\$40,000.00) Dollars, due on or before January 5, 2004, to be used by AMG to operate the Mt. Rainier pool for the year 2004. These start up funds are not part of the determined yearly subsidy and are considered sunk cost and not recoverable from AMG.
- 4.2 Annual Pool Operations Funds. An annual payment, based on actual Net Operating Costs (Mt. Rainier Pool operations and maintenance costs and 6% management fee less all Mt. Rainier Pool revenues generated by pool operations),

to be paid in twelve (12) equal monthly payments payable on or before the first day of each month during the term of this agreement.

4.2.1 AMG's Net Operating Cost in year one (2004) per year shall not exceed the estimated amount of \$97,00085,000.00, including the advertising subsidy set forth in § 3.2.2 of this Agreement.00;

4.2.2 Each monthly payment for the first year of operations shall be \$6,58,083.34;

4.2.3 In the event that AMG is successful in reducing its actual Net Operating Costs over the term of this agreement, AMG will reconcile the difference and refund any over-payment of funds to the Pool Owners within 60 days of each year-end accounting cycle.

4.2.4 In the event that AMG is successful in reducing its actual Net Operating Costs to the point of accrual of profit (revenues less costs greater than zero), that profit shall be paid to AMG. Profit or loss shall be calculated on the last calendar day of each year of the three year agreement. Initial startup funds of \$50,000 will not be calculated in the determination of profit and loss. Such determinations shall include only revenues and expenses accrued after startup funds are paid to AMG.

4.2.4.2.5 If the Pool Owners have not made any of the monthly payments within 10 days after its due date, AMG shall send, by registered mail and fax to the contact person for the Pool Owners, a written notice that such payment is overdue, and if payment is not made within 5 business days after said notice, AMG may terminate this Agreement by written notice.

4.3 Capital Expenditure Account. The Pool Owners shall establish, from funds coming from the County, a Mt. Rainier Pool Escrow Account. The funds from the escrow account shall be used for capital expenditures for the Mt. Rainier Pool. All capital items must qualify for the use of REET funds and projects must be of an amount of \$5,000 or greater. ~~T~~The Pool Owners may, ~~at any time and~~ at their sole discretion and expense, make any and all improvements to or repairs, maintenance and/or modifications of the premises, or any of the areas assigned to AMG in the Operating Agreement, which it deems necessary or desirable to protect or serve pool users, or which enhance the pool, however the Pool Owners shall not be obligated to make any improvement or modifications of the premises. Except in the case of necessary emergency repairs, the pool owners will give appropriate notice of no less than 6weeks to AMG of any decisions to make improvements, modifications or repairs. Cessation of pool operation for capital improvements or repairs will not affect AMG's measured performance per § 4.2.5.

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5. AMENDMENTS

This Agreement may be amended only upon consent of all of the parties hereto. Any amendment shall be in writing and shall be ratified and executed by the parties in the same manner as set forth in § 7 of this Agreement.

6. DISPUTE RESOLUTION

- 6.1 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. The mediator may be selected by agreement of the parties or through the American Arbitration Association.
- 6.2 Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration 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.
- 6.3 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.

7. EFFECTIVE DATE, DURATION AND TERMINATION

- 7.1 This Agreement shall become effective as of January 1, 2004, provided it is approved as follows:
 - 7.1.1 Approval by the official action of the governing body and the signing of the agreement by the duly authorized representative of AMG;
 - 7.1.2 Approval by the official action of the Pool Owners Executive Committee and signing of the agreement by the duly authorized representative of the Pool Owners; and
 - 7.1.3 Approval by the official action of the governing bodies and signing of the agreement by the duly authorized representative of each of the member municipalities forming the coalition of Pool Owners.
- 7.2 On or before September 1, 2006, the parties shall meet to consider an extension to this Agreement. If no extension agreement is reached this Agreement shall terminate on December 31, 2006.

7.3 The Pool Owners' Agreement with the County provides that the Pool Owners may, at any time, certify to the County in writing that: (1) they have used all reasonable and diligent efforts to continue to secure financial support and to operate the Pool; (2) funds are not reasonably available to allow the continued operation of the Pool by the Pool Owners; and (3) The Pool Owners have been unable to assign their interests in the Pool to another operator or otherwise ensure the continued operation of the Pool as a public pool. In the event that the Pool Owners do so certify to the County, a copy of such certification shall be delivered to AMG. Thereafter, 90 days after such written certification to the County and AMG, this Agreement shall terminate and the Pool Owners may mothball the Pool. ~~"Mothball" means maintaining such Pool in a manner that protects it from damage associated with closure and that will allow it to be re-opened for public use at a later date at minimal cost. If, after the Pool has been mothballed for six months, all efforts to secure funding and/or assign ownership to another viable entity have failed, the Pool Owners may elect to have title to the Pool revert to King County in accordance with the Pool Transfer Agreement and Assignment of Lease.~~

7.4 This Agreement may be terminated at any time by mutual agreement of the parties.

8. INDEMNIFICATION AND LIABILITY

8.1 AMG shall protect, save harmless, indemnify, and defend, at its own expense, the Pool Owners and their respective municipalities, their elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever brought by any third party, but only to the extent such loss or claim results from AMG's failure to comply with any duty or obligation undertaken by it under this Agreement, or any negligence or willful misconduct of AMG in carrying out its duties and obligations under this Agreement, including claims by AMG's employees or third parties.

8.2 The Pool Owners and their respective municipalities shall protect, save harmless, indemnify, and defend, at their own expense, AMG, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever brought by any third party, but only to the extent such loss or claim results from the Pool Owners' failure to comply with any duty or obligation undertaken by it under this Agreement, or any negligence or willful misconduct of the Pool Owners in carrying out its duties and obligations under this Agreement, including claims by the Pool Owners' employees or third parties.

8.3 In the event of any party's liability for damages of any nature whatsoever arising out of the performance of this Agreement by any party, including claims by any party's own officers, officials, employees, agents, or volunteers, or claims by third parties, caused by or resulting from the concurrent negligence of two or more parties, their officers, officials, employees or volunteers, each party's liability hereunder shall be limited to the extent of that party's negligence.

- 8.4 AMG reserves the right to require pool liability and indemnity agreements and use agreements from users similar to those that King County required of users previous to the transfer of the asset to the Pool Owners.
- 8.5 Each party's indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section 8 shall survive the expiration or termination of this Agreement.

9. INSURANCE

- 9.1 During the term of this agreement and any extensions, AMG shall maintain general commercial liability insurance coverage of not less than \$1 million per occurrence and \$5 million in the aggregate.
- 9.2 AMG's insurance coverage shall be primary insurance as respect the parties. Any insurance, self-insurance, or insurance pool coverage maintained by the parties shall be excess of AMG's insurance and shall not contribute with it.
- 9.3 AMG's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Pool Owners.
- 9.4 AMG shall furnish the Pool Owners with original certificates and a copy of the amendatory endorsements, including but not limited to, the additional insured endorsement, evidencing the insurance requirements of AMG.

10. SEVERABILITY

Should a court of competent jurisdiction declare any clause, phrase, sentence or paragraph of this Agreement invalid or void, the remaining provisions of this Agreement not so declared shall remain in full force and effect.

11. EXERCISE OF RIGHTS OR REMEDIES

Failure of any party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

12. RECORDS

The parties shall maintain adequate records to document obligations performed under this Agreement. The parties shall have the right, upon reasonable notice, to review every other party's records with regard to the subject matter of this Agreement.

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13. ENTIRE AGREEMENT

This Agreement, together with the exhibits, constitutes the entire Agreement between the parties with respect to the maintenance and operation of the Mt. Rainier Pool.

14. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for King County.

15. CONTACTS FOR AGREEMENT. The contact persons for this AGREEMENT are:

AMG
(Name)
Chief Executive Officer
(Address)

(Telephone)

POOL OWNERS
Patrice Thorell
Parks & Recreation Director
City of Des Moines
21630 11th Ave. S.
Des Moines WA 98198
(206) 870-6529

EXECUTED and APPROVED by the Parties in identical counterparts, each of which shall be deemed an original, on the dates set forth below.

DATED this _____ day of _____, 2003

MOUNT RAINIER POOL OWNERS

(NAME)
CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM this _____
day of _____, 2003.

By _____
Richard S. Brown
Assistant City Attorney of Des Moines

APPROVED AS TO FORM this _____
day of _____, 2003.

By _____
Susan Sampson
City Attorney of Normandy Park

DATED this _____ day of _____, 2003

AQUATIC MANAGEMENT GROUP,
INC.

(NAME)
CHIEF EXECUTIVE OFFICER

DATED this _____ day of _____, 2003.

CITY OF DES MOINES

By _____
Anthony Piasecki
Its City Manager
At the direction of the Des Moines City
Council by motion regularly passed at an
open public meeting on _____, 2003.

DATED this _____ day of _____, 2003.

CITY OF NORMANDY PARK

By _____
Merlin MacReynold
Its City Manager
At the direction of the Normandy Park City
Council by motion regularly passed at an
open public meeting on _____, 2003.

APPROVED AS TO FORM this _____ DATED this _____ day of _____
day of _____, 2003. _____, 2003.

CITY OF SEATAC

By _____
Robert L. McAdams
City Attorney of SeaTac

By _____
Bruce Rayburn
Its City Manager
At the direction of the SeaTac City Council
by motion regularly passed at an open public
meeting on _____, 2003.

EXHIBIT A
Pool Operator's Maintenance Responsibilities

The following is a list of maintenance and repair items that AMG will routinely maintain and repair:

- ✓ Plumbing failures or repairs
- ✓ Minor electrical repairs
- ✓ Pool systems including filter mechanicals and plumbing, water heaters and boiler, chemical systems and all associated pumps
- ✓ Cleaning and minor repairs of surfaces such as tile floors/ tile walls/ pool liner tile and all other surfaces in the natatorium, locker rooms, lobby, restrooms, office areas and all utility closets
- ✓ Cleaning and proper repair of all drains and drainage in locker rooms, natatorium, restroom and lobby areas
- ✓ Minor repair of all facilities and fixtures up to and including replacement of all but major components
- ✓ Minor repairs of facility drainage excluding major drainage of property issues
- ✓ Grounds keeping of grounds immediately surrounding the pool facility and parking area for the pool – includes minor repairs of facilities
- ✓ Any and all office equipment or computers
- ✓ Office furniture
- ✓ Pool equipment for conducting programs including hydraulic chairs, pool access ways, etc.
- ✓ Bleachers, benches, chairs, bulletin boards, etc. with the exception of major bleacher repair or replacement

EXHIBIT B
Personal Property to be transferred with Pool

(Attach King County Pool equipment and supply inventory here)

EXHIBIT C
Owners Capital Improvement Responsibilities

Items that will not be routinely maintained / repaired by AMG when costs exceed \$2,000 without Owner's capital support:

- ✖ Extensive plumbing repair or replacement (>\$2000)
- ✖ Extensive electrical repair or replacement including lighting (>\$2,000)
- ✖ Heating or ventilation repair or replacement
- ✖ Extensive pool mechanical system repair or replacement including:
 - Boiler
 - Pumps
 - Main supply failures
 - Filter failure requiring replacement
- ✖ Major facility repair such as roof repairs, wall repairs, etc.
- ✖ Repair or maintenance of the parking lot surfaces including painting of parking lot markings and parking lot signage
- ✖ Improvements to or major repairs of grounds or landscape features including walkways, plantings, trees, etc.
- ✖ Pool liner or substructure failure
- ✖ Major repair to pool deck surfaces, diving board, starting blocks, clocks or timers

In addition, AMG may request capital funds to enhance the pool performance or to enhance the patron experience in an effort to increase pool revenues for any or all programs. These requests may include the following:

- ❖ Locker room enhancements, amenities or improvements
- ❖ Gallery enhancements, amenities or improvements
- ❖ Enhancements to pool equipment or additional pool equipment
- ❖ Big toys, or free standing enhancements to enhance rental patronage
- ❖ Cosmetic upgrades to enhance pool appearance
- ❖ Upgrades to enhance pool performance
- ❖ Mechanical upgrades to enhance pool appearance or environment

EXHIBIT D
AMG Proposed 2004 Start-up Budget Requirements

The following are AMG's start up expense estimations for 2004:

1. Computers – 3 systems at \$700ea. plus peripherals including networking, internet connections, firewalls, printer/copier/fax, scanner, credit card reader and associated connections (total of \$3,200)
2. Computer Software – administrative (\$2000)
3. Computer software accounting – (\$500)
4. Computer point of sale (\$1500) includes associated hardware and software
5. Business machines (calculators, shredder, etc.) (\$500)
6. Administrative supplies including all office supplies and swim school operation supplies excluding 'equipment' – see below (\$1000)
7. Staffing accommodations including first aid, staff rest area, water, fans, etc. (\$250)
8. Locks and safe combination changes (\$300)
9. Furniture repairs or upgrades (\$500) (primarily chairs for cashiers and manager)
10. Facility inspections / permits (\$500)
11. Pool equipment repair / upgrades (kickboards, fins, water-ex accessories, underwater tables for preschool lesson platforms, etc.) (\$2500)
12. Pool interior AMG Swim School signage (\$1000)
13. Unexpected expense for facility and operations (\$2500)
14. Pool vacuum (\$4,000)
15. Total is approximately \$20,000

Start-up cash flow reserves will need to accommodate all of the early expenses as well as the potential maximum liability during the first months as revenue catches up to the expenses. A total of \$40,000 can be expected in the first month due to these expenses alone. This assumes no facility repairs or unexpected maintenance will be required. As hedge against the unexpected, and in order to allow some flexibility in capital investment, another \$10,000 is added as a conservative measure.

General annual pool incurred expenses:

Electricity	\$(35,844.00)	Based upon county figures for 2001
Water	\$(10,539.00)	Based upon county figures for 2001
Fuel	\$(50,648.00)	Based upon county figures for 2001
Chemicals	\$(2,500.00)	Based upon county figures for 2001
Office Supplies	\$(11,620.00)	Initial year cost is higher due to office setup costs
Permits	\$(300.00)	Fixed yearly
Telecom	\$(1,500.00)	Based upon Kent Meridian history in 2003
Overhead	\$(15,293.46)	Includes promotions and advertising
Liability Insur.	\$(10,000.00)	Basic coverage plus cost per students (see para 6.)
Add. Maint.	\$(15,000.00)	Based upon Kent Meridian history in 2003 and county est.

EXHIBIT E
AMG Monthly Reporting Format

EXHIBIT F
Pool Agreement between Highline & King County

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is entered into as of the 1st day of January 2004, by and between KING COUNTY, a political subdivision of the State of Washington (the "County"), MOUNT RAINIER POOL OWNERS, a coalition of the CITIES OF DESMOINES and NORMANDY PARK, both Washington municipal corporations ("Pool Owners"), and HIGHLINE SCHOOL DISTRICT NO. 401, a Washington municipal corporation (the "District") (collectively referred to herein as the "Parties").

WHEREAS, the County has leased certain real property from the District pursuant to the Lease Agreement dated March 6, 1974 ("Lease"), which is attached and incorporated herein as Exhibit A;

WHEREAS, the County has constructed a facility known as the Mount Rainier Pool ("Pool") on the property leased from the District pursuant to the Lease;

WHEREAS, the County and the Pool Owners have reached an agreement for transfer of ownership of the Pool from the County to the Pool Owners under that certain Pool Transfer Agreement entered into on or about the date hereof and dated as of January 1, 2004 ("Pool Transfer Agreement");

WHEREAS, the Lease should accordingly be assigned to the Pool Owners, and the District approves of such assignment, on the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises made in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Assignment.

The County hereby assigns, transfers and conveys to the City of Des Moines and the City of Normandy Park, as co-owners and operating as the Mount Rainier Pool Owners coalition, all of the County's right, title, and interest in and to the Lease.

2. Assumption.

The Pool Owners hereby accept and assume all of the County's right, title and interest in and to the Lease and assume all obligations of any kind or nature under the Lease that arise after the date of this Agreement. The Pool Owners agree for themselves and their respective successors and assigns, to defend, indemnify, and hold harmless the County, its appointed and elected officials and employees, from

and against any and all claims, liability, damages, demands, suits, judgments, costs, including attorney fees and costs of defense (collectively, "Claims"), to the extent such Claims are caused by or arise out of the Pool Owners' breach or violation of the terms of the Lease or this Agreement. The foregoing notwithstanding, the Pool Owners shall have no obligation to defend, indemnify, or hold harmless the County, or any of its elected officials or employees, for any Claims relating to termination of the Lease after the mothballing or closure of the Pool as permitted under the terms of the Pool Transfer Agreement.

3. Cessation of Pool Owners' Operation of Pool.

3.1 The Pool Owners shall be entitled to close or cease operations of the Pool in the event that it becomes economically imprudent for the Pool Owners to continue to own, maintain and operate the swimming facility located on the premises and the Pool Owners have made all reasonable efforts to keep the Pool open and have complied with all obligations and conditions ~~for mothballing and closure of the Pool~~ as set forth in the Pool Transfer Agreement. For purposes of this section, continued operation shall be deemed economically imprudent if the Pool Owners have complied with all obligations and conditions in the Pool Transfer Agreement for certification that the operations of the Pool are not economically viable (including, but not limited to, the requirements in Section 6.1 thereof) and are unable to adequately cover all costs of operating the swimming facility (including, but not limited to, reasonable allowances for overhead costs, reserves for repairs and capital improvements, and costs of insurance) with funds from operating revenues generated by the pool facility, funds from cities (and/or any other governmental or public support source (other than King County), and any grants or donations from foundation or corporate donor resources that may be available to the Pool Owners for support of the facility.

3.2 If the Pool Owners intend to close or cease operating the Pool and convey the Pool back to the County, they shall provide the County and the District with written notice of such decision no less than ninety (90) days before the proposed date of reconveyance ~~commencement of the six-month mothballing period required by Section 6.1.2 of the Pool Transfer Agreement~~, and during such ninety (90) day period the Pool Owners, County and the District shall work together diligently and in good faith to seek to find another entity to assume ownership and/or operation of the Pool in an effort to prevent the Pool from being conveyed back to the County ~~mothballed~~. Following compliance with all obligations and conditions of the Pool Transfer Agreement for transfer ~~mothballing and closure~~ of the Pool, the Pool Owners shall convey the Pool free and clear of all liens and encumbrances and in good condition to the County (or to such other entity approved by the District) at the end of the ninety (90) day notice ~~six-month mothballing period~~. If no such other entity is so approved by the District, the Pool

Owners shall convey the Pool to the County in a state ready to be mothballed state and shall take all actions necessary to maintain the Pool in such condition until said conveyance.

3.3 Upon conveyance of the Pool to the County pursuant to Section 3.2, the Lease shall terminate and the County shall have no obligation to operate the Pool or make the Pool available to or for the use of the District or others, and shall ~~continue mothballing~~ the Pool in accordance with industry and County standards for a period of six (6) months ("Mothballing Period"). During the Mothballing Period, the County shall continue to secure and maintain the Pool building and associated property and shall carry insurance substantially similar to the insurance currently in place and carried by the County as of the date of this Agreement and consistent with the requirements of the Lease (whether or not the Lease is then in effect), provided, however, that the County may elect to self insure against tort liability arising from the Pool. During the Mothballing Period, the Parties will work together diligently and in good faith to seek to find another third party willing to assume ownership and operation of the Pool.

3.4 Upon the expiration of the Mothballing Period, the Pool's useful life as contemplated by King County Resolution 34571 shall expire. Following the Mothballing Period, the County may permanently close the Pool but shall continue to secure and maintain the Pool building and associated property and shall carry insurance substantially similar to the insurance currently in place and carried by the County as of the date of this Agreement and consistent with the requirements of the Lease (whether or not the Lease is then in effect), provided, however, that the County may elect to self insure against tort liability arising from the Pool.

3.5 At any time after a conveyance of the Pool to the County pursuant to Section 3.2 and prior to March 6, 2009, or at any time after a conveyance of the Pool to the District pursuant to Section 7.1 of the Pool Transfer Agreement and prior to March 6, 2009, the District may by written notice direct the County to demolish the Pool at the County's sole cost and expense. The County shall complete such demolition in a reasonable time, not to exceed one year, following its receipt of the written notice (even if such demolition extends beyond March 6, 2009). As used herein, "demolition" shall include, but not be limited to, the following: demolish the pool building and associated improvements; import fill at pool and foundation; remove sidewalks, underground utilities and asbestos (if any); remove all debris; grade and seed site; construction contract costs, including contractor's fees, construction management fees and general conditions; obtain all necessary permits; design and engineering; and payment of sales taxes and inspection costs.

3.6 All title and ownership to the Pool shall automatically transfer and revert to the District as of March 6, 2009 or upon such earlier date as the the Pool is either closed by the Pool Owners in accordance with Section 7.1 of the Pool Transfer Agreement or the Pool is demolished under Section 3.5 hereof. Upon such transfer to the District, the County shall have no further obligations or responsibilities under this Agreement or the Lease or regarding the Pool (except for the completion of demolition, if so directed by the District under Section 3.5). In such event, the County agrees that the District shall have no obligation to operate the Pool and no obligation to comply with any of the operating restrictions or deed covenants set forth in the Pool Transfer Agreement and any previous documents of record (and the deed to the District shall provide for the termination and release of all such restrictions and deed covenants), nor shall the District have any obligations whatsoever to operate or maintain the Pool or its related facilities and building. It is expressly understood and agreed that the District considers the ability to demolish the Pool or otherwise convert the Pool facility and the underlying property to another use to be a material consideration for its decision to agree to this Agreement, as well as to the release provided to the County in Section 4 of this Agreement.

4. Acceptance.

The District hereby approves and accepts the assignment of the Lease from the County to the Pool Owners pursuant to the terms contained in this Agreement and releases the County from all obligations under the Lease, provided, however, this release shall not constitute a release from liability as to any breach of the Lease by the County that occurred prior to the date of this Agreement or as to any breach of this Agreement by the County, nor shall it constitute a release as to any third party claim related to the County having agreed to an assignment of the Lease or having entered into the Pool Transfer Agreement with the Pool Owners.

5. No Other Amendments.

Except as modified or amended by this Agreement, all of the terms and conditions of the Lease remain unchanged.

6. General Provisions.

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event any of the Parties defaults on the performance of any terms of this Agreement or any Party places the enforcement of this Agreement in the hands of an

attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses. This Agreement shall be governed by the laws of the State of Washington. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of any Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

7. Pool Use Agreement.

The Parties acknowledge and agree that the County has in the past allowed the District to use the Pool under the terms of a use agreement, and the Pool Owners will continue to do so under the terms of the most recent Pool Use Agreement entered into between the County and the District on June 1, 2003 (the "Pool Use Agreement"). Prior to the expiration of the Pool Use Agreement, the Pool Owners agree to engage in good faith negotiations to facilitate the District's continued use of the Pool during the term of the Lease, as contemplated by Section 2 of the Lease.

8. Notices.

All notices or communications by one of the parties hereto to the other shall be addressed, respectively, as follows:

If to the County: King County
Bob Burns, Acting Manager
King County Parks and Recreation Division
King Street Center, 7th Floor
201 S. Jackson Street
Seattle, WA 98104

If to the District: Dr. Joseph McGeehan
Superintendent
Highline School District No. 401
15675 Ambaum Blvd. S.W.
P.O. Box 66100
Seattle, WA 98166

If to the City of Des Moines: Patrice Thorell
Director of Parks & Recreation
21630 11th Avenue South
Des Moines, WA
98198 _____

APPROVED AS TO FORM this
_____ day of _____, 2003.

DATED this _____ day of _____,
2003.

KING COUNTY

By _____
Name: _____
King County Prosecuting Attorney

By _____
Name: _____
Its: _____
At the direction of the King County Council
by _____ regularly passed at an open
public meeting on _____, 2003.

COUNTY OF _____)

On this ____ day of _____, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tony Piasecki, to me known to be the person who signed as City Manager of the CITY OF DESMOINES, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Merlin MacReynold, to me known to be the person who signed as City Manager of the CITY OF NORMANDY PARK, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____.
My appointment expires: _____.

COUNTY OF _____)

On this _____ day of _____, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dr. Joseph McGeehan, to me known to be the person who signed as Superintendent of HIGHLINE SCHOOL DISTRICT NO. 401, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____.
My appointment expires: _____.

STATE OF WASHINGTON)

1) SS.

COUNTY OF _____)

On this ____ day of _____, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of KING COUNTY, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that _____ was duly elected, qualified and acting as said officer of the municipal corporation, that _____ was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____.
My appointment expires: _____.

EXHIBIT A

LEASE AGREEMENT

**PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL**

MINUTES

November 6, 2003

The regular study session of the Des Moines City Council was called to order at 7:34 p.m. by Mayor Steenrod in the Council Chambers, 21630 11th Avenue South, Suite B.

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

ROLL CALL - Present: Mayor Maggie Steenrod, Mayor Pro Tem Richard Benjamin, Councilmembers Gary Petersen, Bob Sheckler, Dan Sherman, Scott Thomasson and Susan White. Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, Park and Recreation Director Patrice Thorell, Assistant City Attorney Richard Brown, Finance Director Paula Henderson, Finance Manager Peggy Watson, Commanders John O'Leary and Kevin Tucker, Public Works Director Tim Heydon, Assistant City Engineer Maiya Andrews, and Deputy City Clerk Angela Chaufly.

DISCUSSION ITEMS:

Preliminary 2004 Budget – Department Review, Debt Service, Internal Service, and Reserve Funds

Finance Director Henderson reviewed the following proposed 2004 debt service budgets:

	<u>Principal</u>	<u>Interest</u>
▪ General Purpose	\$2,709,188	\$218,762
▪ Marina	\$ 435,000	\$222,738
▪ Surface Water Management	\$ 15,667	\$ 0
▪ LID	\$ 20,000	\$ 3,600

Assistant City Manager Loch detailed the proposed Computer Equipment Operations Fund budget of \$166,952. The 2004 estimated end fund balance for the Computer Equipment Capital Fund is \$112,401.

Councilmember Thomasson requested a list of computer software items not included in the Computer Equipment Capital Fund. He suggested that Council discuss as a policy issue whether funds for their replacement should be set aside.

Assistant City Manager Loch informed Council of the following Computer Equipment Funds' unmet needs:

Operations Fund

- Training (Windows 2003) - \$4,250

Capital Fund

- Server Room Cooling System - \$5,000

Finance Manager Watson reviewed the following proposed budgets:

Self Insurance Fund	\$366,994
Unemployment Compensation Fund	\$ 20,000

She explained that the annual maximum balance for the Unemployment Compensation Fund was \$315,000 per Council policy.

Finance Director Henderson reviewed the proposed Revenue Stabilization Fund budget which totaled \$896,850. She recommended that Council include liquor excise taxes and Liquor Board profits as additional revenue sources. Finance Director Henderson informed Council that the proposed available fund balance for the Facility Repair and Replacement Fund was \$206,950 with the total 2004 assessments totaling \$65,033.

At 7:55 p.m., Mayor Pro Tem Benjamin joined the meeting.

Park and Recreation Director Thorell reviewed the following proposed Park and Recreation budgets:

Administration	\$273,614
Park Operations	\$701,224
Programs	\$677,056
Senior Services	\$187,728
Senior Programs	\$ 67,910
All City Buildings	\$163,379

She informed Council of the following departmental unmet needs:

Administration

- Volunteer Assessment - \$10,000
- Cultural Arts Plan - \$10,000

All City Buildings

- Additional .4 FTE Facility Worker - \$25,813

Park Operations

- Park Building Improvements - \$39,000
- Downtown Banners - \$9,000
- Transport Trailer - \$5,300
- Forklift (Share with Streets, SWM) 1/3 Cost - \$2,000
- Additional 0.5 FTE Park Maintenance Worker - \$27,760

Upon questioning from Councilmember Thomasson regarding the condition of Zenith Park's baseball field, Park and Recreation Director Thorell explained that the field did not see much use and staff's time was often diverted to the Activity Center and Steven J. Underwood Park projects. Park and Recreation Director Thorell introduced Human Services Committee members Gene Snyder and Rob Caudillo. She then reviewed the committee's human services funding recommendations.

Mr. Snyder informed Council that Pregnancy Aid had not applied for funding.

Councilmember Sherman asked that a brief paragraph describing each human services program be included in the budget document.

Park and Recreation Director Thorell described the following unmet needs of the Human Services division:

Human Services

- Human Services Study Update - \$10,000
- Part-time Human Services Specialist Position - \$32,000

Community Development Director Kilgore explained that the Human Services Specialist would serve as coordinator of the Community Development Block Grant Program, write grants, and act as liaison for various Human Services programs.

Councilmember Sheckler asked staff to provide information regarding the types of grants that might be available and the amount of money this person might generate for Human Services.

Park and Recreation Director Thorell outlined the proposed funding for the Mount Rainier Pool Contributors Fund as follows:

Des Moines	\$75,000
Highline School District	\$20,000
Normandy Park	\$15,000
SeaTac	\$25,000
King County (Capital)	\$50,000

Total anticipated 2004 pool expenditures were \$182,000.

Commanders Tucker and O'Leary presented the following proposed Police budgets:

Administration	\$1,623,353
Detectives	\$ 759,882
Patrol	\$ 3,508,178
Traffic Unit	\$ 481,269
Police Grants	\$ 16,500
Animal Control	\$ 94,920

City Manager Piasecki informed Council that the COPS in School Grant for the School Resource Officer would be exhausted at the end of the current year. The terms of the grant require the position to be funded by the General Fund through 2004. The expected reduction in dispatch expenses are due to improved departmental communication practices.

Commanders Tucker and O'Leary informed Council of the following unmet needs:

Administration

- Spillman Upgrade to 5.3 - \$43,825
- Spillman Summit Photo Imaging Software - \$38,500
- Police Building Repair - \$42,073
 - Paint walls - \$11,395
 - Reseal Wood Surfaces - \$4,092
 - Replace Carpet - \$26,586

- Host Citizen Academy - \$11,386
- Emergency Management Consultant - \$25,000

Patrol

- Replace Patrol Cars (9)
 - Lease Option: Purchase Option:
 - 1st Year: \$89,085 \$211,000
 - 2nd – 4th Year: \$56,491
- Purchase Video Cameras (6) - \$35,871

Councilmember Sherman questioned whether the City could purchase space in the County's Citizen Academy program.

Commander O'Leary said that the Emergency Management Consultant was his highest priority as the lack of an up-to-date emergency management plan could jeopardize future funding opportunities. Based upon past years' experience, Commander O'Leary estimated the 2004 Police Drug Seizure Fund available fund balance to be \$9,530.

At 9:10 p.m., Mayor Steenrod declared a ten-minute break.

Public Works Director Heydon reviewed the following proposed Public Works budgets:

Engineering	\$ 604,763
Streets	\$1,000,718
Equipment Rental Operations	\$ 362,730

He informed Council of the following unmet needs:

Engineering

- Synchro/Sim Traffic Software Program - \$5,298
- Upgrade to AutoCAD 2004 LT - \$1,450
- Auto Turn - \$400
- GPS Unit - \$20,000
- Survey Equipment - \$15,000
- Traffic Accident Mapping/Tracking System Software - \$15,000
- Traffic Counters - \$9,600
- Binoculars - \$300

Public Works

- Shoulder Mower (1/2 Share with SWM, Total Cost \$107,000) - \$53,500
- Forklift (1/3 Share with Parks and SWM, Total Cost \$6,000) - \$2,000
- Self Loading Racks for Sand Spreaders (3 each) - \$7,500
- Street Light Installations - \$20,000
- Street System Repair - \$20,000

In regard to the shoulder mower, Mayor Pro Tem Benjamin asked for information regarding the cost of maintaining the equipment.

Finance Director Henderson estimated the 2004 Equipment Rental Replacement Fund's ending fund balance to be \$811,882. She identified the following vehicles scheduled for purchase through the fund in 2004:

▪ Asphalt Roller with Trailer	\$ 41,400
▪ ¾ Ton Pick-up with Crew Cab	\$ 22,200
▪ Toro Mower	\$ 40,500
▪ 2 Mid-size 4-Door Sedans	\$ 30,500
▪ Camel Flush Truck	\$239,360
▪ Police Chief Vehicle	\$ 29,800
▪ Sergeant's Vehicle	\$ 29,800

Finance Director Henderson confirmed that reserve funds were available in the general fund to replace these vehicles.

In response to Councilmember Thomasson's questioning, Public Works Director Heydon explained that City equipment tended to be used longer than its programmed service life.

Harbormaster Dusenbury reviewed the following proposed Marina budgets:

Administration	\$1,541,713
Service	\$ 800,940
Maintenance	\$ 452,596

Harbormaster Dusenbury identified the hiring of a consultant to perform a rate, service, and capital program analysis as an unmet need. The consultant would cost approximately \$20,500. The proposed available fund balance for the Marina Repair and Replacement Fund was \$301,006.

Public Works Director Heydon informed Council of the following proposed Surface Water Management budgets:

Engineering	\$461,802
Maintenance	\$489,373

He identified the following departmental unmet needs:

Maintenance

- Shoulder Mower (1/2 Streets, Total Cost \$107,000) - \$53,500
- Forklift (1/3 Share with Parks and Streets, Total Cost \$6,000) - \$2,000

Capital Improvement Plan

Assistant City Engineer Andrews introduced Paul Sachs of Nichols Consulting Engineers.

Mr. Sachs informed Council that the asphalt chip seal program provided preventative maintenance for streets. On a scale of 1 to 100, the City's average pavement condition index (PCI) in 2001 was 75 ("good" category). Currently, the City's average PCI is 74. Mr. Sachs presented the following two scenarios to Council:

- Using the Pavement Management Program analysis module with chip seals, overlays, and reconstruction, the budget needed to maintain the City streets over the next twenty years would be approximately \$21,000,000 with a resultant PCI of 82.
- Using the Pavement Management Program analysis module with overlays and reconstruction, the budget needed to maintain the City streets over the next twenty years would be approximately \$33,000,000 with a resultant PCI of 77.

In response to Councilmember Thomasson's questioning, Mr. Sacks said that the City could place a slurry seal over the chip seal. This method is called cape sealing.

City Manager Piasecki recommended that the slurry seal be tested on one chip sealed street. If Council was pleased with the results, the other chip-scaled streets could also be overlaid with the slurry seal. The cape seal treatment cost \$4 per square yard while the chip seal treatment cost \$3 per square yard.

At 10:20 p.m., **motion** was made by Councilmember Sherman, seconded by Councilmember Thomasson, and passed unanimously to extend the meeting to 10:45 p.m.

Mount Rainier Pool Proposed Interlocal Agreements

Assistant City Attorney Brown informed Council that the City of SeaTac did not want to be listed as an owner of the pool.

City Manager Piasecki noted that SeaTac's City Council had voted to continue funding the pool at a level of \$25,000 for three years.

Mayor Steenrod asked staff to provide marked copies of the proposed agreements so that changes could easily be determined.

Assistant City Attorney Brown presented the three-year plan for the Mount Rainier Pool. Ultimately, the pool coalition would like to fund the pool through 2009. The objectives of the proposed agreements were to provide funding, ownership, operation and maintenance for the facility. King County was willing to transfer ownership and real property lease assignment to another owner for continued operation. If no owner/operator was found, the pool would close December 31, 2003. If a new owner/operator was unable to fund and operate the pool after diligent effort, King County would take the pool back and close it.

At 10:25 p.m., Councilmember Shreckler left the meeting.

Assistant City Attorney Brown and Park and Recreation Director Thorell presented the following four proposed agreements:

1. Pool Funding and Ownership Agreement
2. Pool Transfer Agreement
3. Lease Assignment Agreement
4. Pool Operation Agreement

In regard to the Pool Funding and Ownership Agreement, Assistant City Attorney Brown explained that Highline School District and the cities of SeaTac, Normandy Park, and Des

Moines would continue funding the pool. The cities of Normandy Park and Des Moines would assume ownership of the pool.

City Manager Piasecki informed Council that ownership of the pool would cause the cities' property insurance costs to increase.

Park and Recreation Director Thorell detailed the following funding plans:

2004 – Based upon an estimated first year subsidy of \$85,000 and a start up contribution of \$50,000

Des Moines	\$75,000
Highline School District	\$20,000
Normandy Park	\$15,000
SeaTac	\$25,000

2005 and 2006 – Based on an estimated subsidy of \$97,000 and a fund transfer of \$38,000 to a pool capital maintenance account

Des Moines	\$75,000
Highline School District	\$20,000
Normandy Park	\$15,000
SeaTac	\$25,000

Assistant City Attorney Brown explained that the lease with Highline School District would be assigned to the proposed pool owners through the Lease Assignment Agreement. He described the agreement's best efforts contingency provisions. If "best efforts" failed, ownership of the pool and leasehold rights and obligations could revert back to King County.

Councilmember Shennan questioned whether King County was willing to give \$50,000 additional for a "mothballing" fund. If the fund was not needed, the money could be returned to the County.

Assistant City Attorney Brown informed Council that if a new pool of comparable size and equivalent recreation value was constructed, funding for the Mount Rainier Pool would be withdrawn, the proposed agreement would be terminated, and ownership of the pool would return to King County.

In regard to Section 3.6 of the proposed Lease Assignment Agreement, Councilmember Thomasson questioned why a demolished pool would be transferred.

At 10:40 p.m., **motion** was made by Mayor Pro Tem Benjamin and seconded by Councilmember Thomasson to extend the meeting ten minutes to 10:55 p.m. **VOTE ON MOTION:** Motion passed, 5 – 1, with Councilmember White opposed.

Park and Recreation Director Thorell told Council that, as part of the consideration for transfer of ownership, King County would transfer \$50,000 to the pool owners for capital improvements to the pool. She noted that the Pool Operation Agreement would be between Aquatics Management Group (AMG) and the cities of Normandy Park and Des Moines. The agreement would require the parties to meet on or before September 1, 2006 to consider an extension of the agreement. She reviewed the following provisions of the Pool Operation Agreement:

- Programs and hours of operation are to be reasonably similar to that of current operations;
- AMG is responsible for routine maintenance and repairs up to \$2,000 with an annual \$15,000 cap;
- AMG is to provide independent, monthly accounting; and
- Capital expenditures for items over \$2,000 require pool owner's approval.

Assistant City Attorney described the City's potential liability.

Park and Recreation Director Thorell informed Council that the pool was inspected in 2002. Another inspection could be performed. The additional insurance costs to the City would be based upon the City's loss record and number of worker hours. Park and Recreation Thorell explained that \$16,011 was still owing on the 2003 Pool Operation Agreement with King County.

MOTION was made by Mayor Pro Tem Benjamin, seconded by Councilmember Thomasson, and passed unanimously to pay \$16,011 to King County.

Council concurred that staff should continue in their present direction.

Mayor Steenrod asked that the six-month "mothball" period be reduced.

City Manager Piasecki said that he would provide an update regarding the subject at the November 20, 2003 Council meeting.

NEXT MEETING DATE – Regular Meeting, November 13, 2003

ADJOURNMENT

At 10:55 p.m., the meeting expired.

Respectfully submitted,

Angela M. Chaufy
Deputy City Clerk

ACTION ITEMS FROM NOVEMBER 6, 2003 MEETING

- Identify computer software items not included in the Computer Equipment Capital Fund.
- Include a brief paragraph describing each Human Services agency in the budget document.
- Provide additional information regarding the Human Services Specialist position.
- Continue discussions with the Pool Coalition regarding the various pool agreements.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Property Acquisition for Pacific
Highway South Project
(Pine Terrace Property)

ATTACHMENTS: Consent Judgment &
Decree of Appropriation

FOR AGENDA OF: November 20, 2003

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: November 13, 2003

CLEARANCES:
[X] Legal 

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

PURPOSE AND RECOMMENDATION

This report is to seek City Council approval for the acquisition of right-of-way property and a temporary construction easement for the Pacific Highway South Improvement Project.

It is recommended that the council:

1. Approve the "Consent Judgment & Decree of Appropriation" in King County Superior Court Cause No. 02-2-19402-8 KNT, which provides for acquisition by the City, for \$450,000.00, of right-of-way property and a temporary construction easement, both of which are necessary for the Pacific Highway South Improvement Project; and
2. Authorize the City Attorney to approve and present to the court, for approval and entry, the "Consent Judgment & Decree of Appropriation" substantially in the form as submitted.

SUGGESTED MOTION: "I move to approve the "Consent Judgment & Decree of Appropriation" in King County Superior Court Cause No. 02-2-19402-8 KNT and to authorize the City Attorney to approve said Judgment and Decree and present it to the court, for approval and entry, substantially in the form as submitted.

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1. A determination of just compensation to be paid in money to the owner for the taking and appropriation of the subject property and a temporary construction easement;
2. A judgment and decree providing for payment of the just compensation; and
3. A decree of appropriation vesting title to the subject property in the petitioner and adjudging that the City of Des Moines is entitled to possession thereof.

The parties, through their attorneys, have stipulated and approved this Consent Judgment and Decree of Appropriation. The petitioner has been represented in these proceedings by the Des Moines City Attorney. The respondent has been represented by Patrick J. Schneider of Foster, Pepper & Shefelman, PLLC.

NOW, THEREFORE, in accordance with the parties' stipulation and agreement, it is hereby ORDERED, ADJUDGED and DECREED as follows:

- The west 7 feet, **containing 4649 square feet**, more or less, of that property described in instrument recorded under Recording Number 6725676 records of King County, Washington.

**Consent Judgment & Decree of Appropriation re
Highway Property &
Temporary Construction Easement - 2**

Office of the City Attorney
21630 11th Ave. S. Suite C
Des Moines, WA 98198
Tel: (206) 870-6553
Fax: (206) 870-4387

1 That portion of the south half of the northeast quarter, and of the north half of
2 the southeast quarter, all in the northwest quarter of the southeast quarter of
3 Section 9, Township 22 North, Range 4 East, W.M., in King County,
4 Washington, lying easterly of State Road No. 1; EXCEPT the east 30 feet of
5 that portion of said premises lying northerly of the south line of South 218th
6 Street; TOGETHER WITH that portion of vacated 28th Avenue South
7 adjoining which is attached to said premises by operation of law.

8 4. As of the date hereof, all right, title and interest in and to the above described property shall
9 be and is hereby vested in the petitioner, City of Des Moines, in fee simple absolute.

10 5. The petitioner, City of Des Moines, is also awarded and granted a temporary construction
11 easement over the following described property (the easement property):

12 The east 30 feet of the west 37 feet of that property described in instrument recorded
13 under Recording Number 6725676, records of King County, Washington.

14 6. The terms of the temporary construction easement are as follows:

15 a. The easement shall allow the City, its contractors, employees, agents, successors and
16 assigns, the right of ingress and egress to enter upon the land subject to the temporary
17 easement as required to complete the construction work, to place personnel and
18 equipment, and to reconstruct roadway access;

19 b. The City shall install a retaining wall approved by a professional engineer and grade
20 the site to grade level consistent with the existing grade and otherwise prepare the site
21 to a condition consistent with the assumptions in the November 7, 2003 "cost to cure"
22 letter of Bob Power, a copy of which is attached hereto and incorporated herein by
23 this reference.

24 c. The easement shall remain in force during construction and until such time as the
25 street improvements have been accepted for operation and maintenance by the City,
26 but not later than January 1, 2005, provided however, that the site grading, as set forth
27 in paragraph 6b, above, shall be completed no later than July 1, 2004;

28 d. The City, its agents and assigns, will notify the respondent of its construction
29 schedule, and will, to the full extent possible, schedule the construction activity so as
30 to minimize any inconvenience to the property;

e. The City shall indemnify and hold respondent harmless from all liability for losses,
damages and expenses on account of damage to property or injury to persons
resulting from or arising out of the easement rights.

7. All claims and causes of action pertaining to the physical taking portion of this action shall
be and are hereby dismissed with prejudice.

1 8. This Stipulated Judgment and Decree does not dismiss the Respondent/Counter-Plaintiff's
2 counterclaim for inverse condemnation.

3 DONE IN OPEN COURT this ____ day of _____, 2003
4

5 _____
6 Judge/Court Commissioner

7 Presented by:

8
9 _____
10 Richard S. Brown (WSBA # 1985)
11 Assistant City Attorney
12 City of Des Moines

11 Stipulated for Entry,
12 Agreed as to form and content; and
13 Notice of Presentation Waived by:

14 _____
15 Patrick J. Schneider, (WSBA # 11957)
16 Attorney for Respondent
17
18
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28

Agenda of 11/20/03

Continued Public Hearing

SEPA Appeal & Unclassified Use Permit -
Zenith Viewpointe

There is no new information for this agenda item.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Years 2004 – 2009 Marina Capital
Improvement Plan

FOR AGENDA OF: November 20, 2003

DEPT. OF ORIGIN: Finance

ATTACHMENTS:

Attachments 1-3 Years 2004 – 2009 Marina
Capital Improvement Plan
Attachments M1-M29 Marina Capital Fund Detail
Attachment B Prior & Current Expense Summary
for On-Going Marina Projects

DATE SUBMITTED: November 14, 2003

CLEARANCES:

[] pl

APPROVED BY CITY MANAGER

FOR SUBMITTAL: AP

Purpose and Recommendation

The purpose of this report is to present to the City Council the 2004 – 2009 Marina Capital Improvement Plan. Municipal Capital Improvements, Arterial Street, and Surface Water Management 2004-2009 Capital Improvement Plans were discussed at the November 13, 2003 Council meeting.

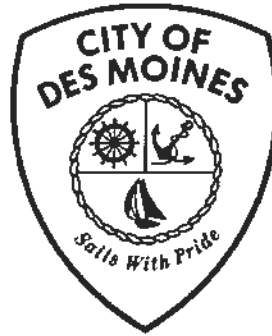
Background

Staff has updated the revenues and expenditures required to fund continuing capital projects and have identified funding sources necessary to fund proposed new capital projects. For the year 2004, the following budgeted capital and related debt service expenditures are proposed for the Marina.

Item	2004
Marina	2,542,742

Recommendation

No action is required. This report is intended to communicate the Years 2004 – 2009 Marina Capital Improvement Plan.



City of Des Moines

2004 - 2009

Marina Capital Improvement Plan

Marina Depreciation & Improvement Fund

	2004	2005	2006	2007	2008	2009
<u>PROJECT FUNDING REQUESTS:</u>						
Improvements	\$2,210,114	\$1,375,000	\$2,630,300	\$4,510,000	\$893,340	\$506,660
Debt Service	332,628	328,628	1,112,719	887,056	889,001	1,639,920
Total Expenditures	\$2,542,742	\$1,703,628	\$3,743,019	\$5,397,056	\$1,782,341	\$2,146,580

Marina Depreciation & Improvement Fund

	2004	2005	2006	2007	2008	2009
<u>PROJECT FUNDING REQUESTS:</u>						
Dry Stack Storage	\$1,060,106		\$130,300			
Guest Moorage PH I	\$245,000	\$340,000				
New Decking H to N	\$98,458	\$50,000	\$50,000			
Power Distribution Sy	\$681,550					
S Restroom Upgrade	\$25,000					
N Dock Elect Wiring	\$50,000					
Restaurant/Boat Yd Bldg Repairs	\$50,000					
N Seawall/Sidewalk		\$985,000				
Guest Moorage PH II			\$2,200,000	\$2,200,000		
Commercial Bldg			\$250,000			
Seawall Repl N to I				\$1,610,000		
S Restroom Repl				\$250,000		
Floating Dock Repl				\$450,000		
Seawall Repl H to A					\$893,340	\$506,660
Total Expenditures	\$2,210,114	\$1,375,000	\$2,630,300	\$4,510,000	\$893,340	\$506,660

**CIP PROJECTS
MARINA CAPITAL FUND**

	2004	2005	2006	2007	2008	2009
BEGINNING FUND BALANCE	\$ 3,845,245	\$ 1,761,081	\$ 685,131	\$ 4,830,840	\$ 995,940	\$ 257,700
LOCAL REVENUES						
Interest Earnings	\$ 41,700	\$ 26,300	\$ 79,500	\$ 95,100	\$ 15,100	\$ 123,400
Bond Proceeds			6,900,000			6,600,000
Transfer From Marina Revenue Fund	382,628	468,628	469,228	1,027,056	1,029,001	1,031,156
TOTAL LOCAL REVENUES	\$ 424,328	\$ 494,928	\$ 7,448,728	\$ 1,122,156	\$ 1,044,101	\$ 7,754,556
PROJECT REVENUES						
IAC Grant - Guest Moorage (Unconfirmed)	\$ 34,250	\$ 34,250	\$ -	\$ -	\$ -	\$ -
IAC Grant - North Seawall and Sidewalk (Unconfirmed)		98,500				
BIG Grant - Seawall and Sidewalk to N Dock (Unconfirmed)			440,000	440,000		
TOTAL PROJECT REVENUES	\$ 34,250	\$ 132,750	\$ 440,000	\$ 440,000	\$ -	\$ -
TOTAL REVENUES & FUND BALANCE	\$ 4,303,823	\$ 2,388,769	\$ 8,573,859	\$ 6,392,996	\$ 2,040,041	\$ 8,012,256
PROJECT EXPENSES						
Dry Stack Boat Storage	\$ 1,060,108	\$ -	\$ 130,300	\$ -	\$ -	\$ -
Expanded Guest Moorage Phase I	245,000	340,000	-	-	-	-
North Seawall and Sidewalk	-	985,000	-	-	-	-
New Decking H to N/Fire Suppression System	98,458	50,000	50,000	-	-	-
Expanded Guest Moorage & Seawall Phase II	-	-	2,200,000	2,200,000	-	-
Commercial Building	-	-	250,000	-	-	-
Power Distribution System Electrical Upgrades	681,550	-	-	-	-	-
Seawall Replacement Project, N to I Dock	-	-	-	1,610,000	-	-
Seawall Replacement Project, H to A Dock	-	-	-	-	893,340	506,600
N Dock Electrical Upgrades	50,000	-	-	-	-	-
South Marina Restroom Upgrade	25,000	-	-	-	-	-
South Marina Restroom Replacement	-	-	-	250,000	-	-
Floating Dock Replacement and Reconfiguration Phase I	-	-	-	450,000	-	-
Building Repairs-Restaurant and Boat Yard	50,000	-	-	-	-	-
TOTAL PROJECT EXPENSES	\$ 2,210,114	\$ 1,375,000	\$ 2,830,300	\$ 4,510,000	\$ 893,340	\$ 506,600
DEBT SERVICE EXPENSES						
Debt Service #1	\$ 332,628	\$ 328,628	\$ 329,228	\$ 329,278	\$ 328,753	\$ 332,628
Debt Service #2				557,778	560,248	558,528
Bond Issuance Costs			221,816			212,176
Debt Reserve			561,675			536,588
TOTAL DEBT EXPENSES	\$ 332,628	\$ 328,628	\$ 1,112,719	\$ 887,056	\$ 889,001	\$ 1,639,920
TOTAL EXPENSES	\$ 2,542,742	\$ 1,703,628	\$ 3,743,019	\$ 5,397,056	\$ 1,782,341	\$ 2,146,580
ENDING FUND BALANCE	\$ 1,761,081	\$ 685,131	\$ 4,830,840	\$ 995,940	\$ 257,700	\$ 5,865,676
Reserved for Bond Proceeds	(1,716,145)	(473,895)	(4,400,104)	(351,872)	-	(5,344,576)
UNRESERVED FUND BALANCE	\$ 44,936	\$ 211,236	\$ 430,736	\$ 644,068	\$ 257,700	\$ 521,100
PORTION OF PROJECTS FUNDED BY FUND BALANCE						
Dry Stack Boat Storage	\$ 106,286	\$ -	\$ -	\$ -	\$ -	\$ -
South Marina Restroom Upgrade	25,000					
Building Repairs-Restaurant and Boat Yard	50,000					
Seawall Replacement Project H to A Dock					541,468	
N Dock Electrical Upgrades	50,000					
South Marina Restroom Replacement				21,768		
TOTAL USE OF FUND BALANCE	\$ 231,286	\$ -	\$ -	\$ 21,768	\$ 541,468	\$ -
PORTION OF PROJECTS FUNDED BY BOND PROCEEDS						
Dry Stack Boat Storage	\$ 953,820	\$ -	\$ 130,300	\$ -	\$ -	\$ -
Power Distribution System/Electrical Upgrades	681,550					
Expanded Guest Moorage Phase I	210,750	305,750	-	-	-	-
North Seawall & Sidewalk		886,500				
New Decking H to N/Fire Suppression System	98,458	50,000	50,000	-	-	-
Expanded Guest Moorage & Seawall Phase II			1,760,000	1,760,000		
Commercial Building			250,000			
Seawall Replacement Project H to A Dock					351,982	506,660
Seawall Replacement Project N to I Dock				1,610,000		
South Marina Restroom Replacement				228,232		
Floating Dock Replacement and Reconfiguration Phase I				450,000		
TOTAL USE OF BOND PROCEEDS	\$ 1,944,578	\$ 1,242,250	\$ 2,180,300	\$ 4,048,232	\$ 351,982	\$ 506,660

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	
PROJECT	Dry Stack Boat Storage	PROJECT STATUS:	
LOCATION	Marina - Along Cliff Avenue	Preliminary Estimate	
DESCRIPTION:	Construction of a new dry stack boat storage facility.	Plans in Preparation	X
		P.S.E. Complete	

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG	97,750	97,750					
LAND	0						
BUILDINGS	682,920	682,920					
IMPROVEMENTS	90,900	90,900					
INSPECTION							
CONTINGENCY							
SALES TAX							
CONSTRUCTION MGMT							
PERMITS							
OTHER	138,836	8,536		130,300			
EQUIPMENT	180,000	180,000					
TOTAL	1,190,406	1,060,106		130,300			

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BONDS PROCEEDS	1,084,120	953,820		130,300			
FUND 404	106,286	106,286					
TOTAL	1,190,406	1,060,106		130,300			

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	_____
PROJECT	Dry Stack Boat Storage	PROJECT STATUS:	_____
		Preliminary Estimate	_____
		Plans in Preparation	X
		P.S.E. Complete	_____
LOCATION	Marina - Along Cliff Avenue		
DESCRIPTION:	Construction of a new dry stack boat storage facility.		
JUSTIFICATION:	Dry stack units have been operating in the Puget Sound region for some time and they are becoming more popular now that the technology exists to store and launch boats in the 24- to 30 foot range. Dry stack is popular with the less active boat owners because it reduces maintenance costs and preserves the value of their boats. The cost of providing new covered in-water has increased significantly. Dry storage is one way of providing affordable moorage for small boat owners.		
SCOPE OF WORK:	Provide a facility with 60-100 spaces for boats up to 32 feet long. Construct a wash-down and work area with the necessary environmental protection features.		

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	
		PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Expand Guest Moorage Phase I	Plans in Preparation	
		P.S.E. Complete	
LOCATION			

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG	585,000	245,000	340,000				
LAND							
BUILDINGS							
IMPROVEMENTS							
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	585,000	245,000	340,000				

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
IAC Grant (Unconfirmed)	68,500	34,250	34,250				
BOND PROCEEDS	516,500	210,750	305,750				
TOTAL	585,000	245,000	340,000				

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	
PROJECT	Expand Guest Moorage Phase I	PROJECT STATUS:	
		Preliminary Estimate	X
		Plans in Preparation	
LOCATION		P.S.E. Complete	

JUSTIFICATION: Boating trends discussed in the Marina Master Plan indicate that there will be increasing demand among boaters for larger and more comfortable guest moorage facilities. By adjusting internal operations and by expanding marketing efforts, the Marina can attract more families and boating clubs to the guest moorage. To better take advantage of boating trends, the guest moorage area should be expanded to increase its capacity, convenience and desirability. Extensive study of the guest moorage facility produced a design that enlarges the guest moorage space and retains a public boat launch.

SCOPE OF WORK: This project;

- 1) expands the guest moorage area from 1,800 to 3,200 lineal feet
- 2) rotates the docks
- 3) creates ample in-water queuing area for dry shed, dry stack and public launching activity
- 4) provides upland space for a reconstructed public boat launch
- 5) creates new open space areas to the east and north of the guest moorage

Presently, the guest moorage area can accommodate approximately 70 boats. As planned, the capacity of the guest moorage would increase to approximately 130 boats. The Marina Master Plan recommends this alternative.

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	
PROJECT	North Seawall & Sidewalk	PROJECT STATUS:	
LOCATION	Marina	Preliminary Estimate	☒
		Plans in Preparation	
		P.S.E. Complete	

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS	985,000		985,000				
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	985,000		985,000				

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
IAC GRANT (Unconfirmed)	98,500		98,500				
BOND PROCEEDS	886,500		886,500				
TOTAL	985,000		985,000				

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	
PROJECT	North Seawall & Sidewalk	PROJECT STATUS:	
		Preliminary Estimate	☒
		Plans in Preparation	
LOCATION	Marina	P.S.E. Complete	

JUSTIFICATION: The seawall is an essential part of the Marina infrastructure. This section of the seawall was reinforced in 1986 and it's current condition is fair, but its rate of deterioration is a point of concern and this will be the first section of the old seawall to be replaced. The design, engineering and permitting of this project will be done as part of the expanded guest moorage design and permitting project.

SCOPE OF WORK:

- * Remove existing timber bulkhead
- * Install new concrete and/or steel bulkhead
- * Install new sidewalk, railing and amenities

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	_____
PROJECT	New Decking and Fire Suppression System H to N docks (Stand Pipes)	PROJECT STATUS:	_____
LOCATION	Marina	Preliminary Estimate	X
		Plans in Preparation	_____
		P.S.E. Complete	_____

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS	198,458	98,458	50,000	50,000			
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	198,458	98,458	50,000	50,000			

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND PROCEEDS	198,458	98,458	50,000	50,000			
TOTAL	198,458	98,458	50,000	50,000			

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	_____
		PROJECT STATUS:	_____
		Preliminary Estimate	X
PROJECT	New Decking and Fire Suppression System	Plans in Preparation	_____
	H to N docks (Stand Pipes)	P.S.E. Complete	_____
LOCATION	Marina		

JUSTIFICATION: The Marina staff met with the Fire Chief and Fire Marshall from KCFS No. 26 to determine the best method of protecting the covered moorages in case of fire. The Fire District recommended that stand pipes be installed on all of the covered moorages in case of fire. The Fire District recommended that stand pipes be installed on all of the covered docks to speed up the delivery of water to any fire that might occur. The Marina staff plans to remove the old decking on the covered docks to install new conduit runs for the power supply upgrades. At that time, a contractor will be hired to install the stand pipe system and the Marina staff will install the new decking.

This project will be done in phases over the next 3 or 4 years.

SCOPE OF WORK:

- * Remove old decking
- * Install fire suppression system (by others)
- * Install new decking

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	
PROJECT	Expanded Guest Moorage & Seawall Phase II	PROJECT STATUS:	
LOCATION		Preliminary Estimate	X
		Plans in Preparation	
		P.S.E. Complete	

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS	4,400,000			2,200,000	2,200,000		
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	4,400,000			2,200,000	2,200,000		

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BIG GRANT (Unconfirmed)	880,000			440,000	440,000		
BOND PROCEEDS	3,520,000			1,760,000	1,760,000		
TOTAL	4,400,000			2,200,000	2,200,000		

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	_____
PROJECT	Expanded Guest Moorage & Seawall Phase II	PROJECT STATUS:	_____
		Preliminary Estimate	X
		Plans in Preparation	_____
LOCATION		P.S.E. Complete	_____

JUSTIFICATION:

This project would expand the guest moorage basin and replace the seawall from the public fishing pier to N dock. The existing guest moorage area would be reconfigured and new floats added. Launching facilities for public launching, dry stack and dry sheds would be rebuilt south of the Marina office.

SCOPE OF WORK:

- * Replace the seawall and install a sidewalk to N Dock
- * Reconfigure the floats
- * Rebuild the public launch pier and hoist south of the Marina office.
- * Build the dry stack storage launch.

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	_____
		PROJECT STATUS:	_____
		Preliminary Estimate	X
PROJECT	Commercial Building	Plans in Preparation	_____
		P.S.E. Complete	_____
LOCATION	_____		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS	250,000			250,000			
IMPROVEMENTS							
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	250,000			250,000			

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND PROCEEDS	250,000			250,000			
TOTAL	250,000			250,000			

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	_____
		PROJECT STATUS:	_____
		Preliminary Estimate	X
PROJECT	Commercial Building	Plans in Preparation	_____
		P.S.E. Complete	_____
LOCATION	-		

JUSTIFICATION: To offset the loss of the Quartermaster Store (due to the Dry Stack Boat Storage), a new commercial building is needed.

SCOPE OF WORK: Design and construct a 2,200 square foot commercial building that will include public restrooms and laundry facilities.

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	_____
PROJECT	Power Distribution System	PROJECT STATUS:	_____
		Preliminary Estimate	☒
		Plans in Preparation	_____
		P.S.E. Complete	_____
LOCATION	Marina		
DESCRIPTION:	Electrical Upgrade of Power Distribution System		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG	87,319	87,319					
LAND							
BUILDINGS							
IMPROVEMENTS	487,005	487,005					
INSPECTION							
CONTINGENCY	26,510	26,510					
SALES TAX	46,657	46,657					
CONSTRUCTION MGMT	19,309	19,309					
PERMITS	14,750	14,750					
OTHER							
TOTAL	681,550	681,550					

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND PROCEEDS	681,550	681,550					
FUND 404							
TOTAL	681,550	681,550					

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	_____
PROJECT	Power Distribution System	PROJECT STATUS:	_____
		Preliminary Estimate	☒
		Plans in Preparation	_____
		P.S.E. Complete	_____
LOCATION	Marina		
DESCRIPTION:	Electrical Upgrade of Power Distribution System		
JUSTIFICATION:	The original electrical system is inadequate for today's demand for electricity, and many of the systems components do not meet current national electrical code standards. This multiphase project will increase capacity and bring the system into compliance with the NEC.		
SCOPE OF WORK:	Replace medium voltage power distribution system, including main switch gear and transformers. Install step-down transformers and distribution panels on K, L, M and N docks. This project will be accomplished in multiple phases.		

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	
PROJECT	Seawall Replacement Project	PROJECT STATUS:	
LOCATION	N Dock to I Dock	Preliminary Estimate	☒
		Plans in Preparation	
		P.S.E. Complete	

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS	1,610,000				1,610,000		
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	1,610,000				1,610,000		

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND PROCEEDS	1,610,000				1,610,000		
TOTAL	1,610,000				1,610,000		

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	_____
		PROJECT STATUS:	_____
		Preliminary Estimate	☒
PROJECT	Seawall Replacement Project	Plans in Preparation	_____
		P.S.E. Complete	_____
LOCATION	N Dock to I Dock		

JUSTIFICATION: The seawall is an essential part of the Marina infrastructure. The seawall's current condition is good, but its' rate of deterioration is a point of concern.

SCOPE OF WORK: Replace the seawall and construct a sidewalk from the N Dock to I Dock
Rebuild travel-lift pier

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	
PROJECT	Seawall Replacement Project	PROJECT STATUS:	
LOCATION	H Dock to A Dock	Preliminary Estimate	X
		Plans in Preparation	
		P.S.E. Complete	

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS	1,400,090					893,430	506,660
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	1,400,090					893,430	506,660

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND PROCEEDS	351,982					351,982	
FUND 404	1,048,128					541,488	506,660
TOTAL	1,400,090					893,430	506,660

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	_____
PROJECT	Seawall Replacement Project	PROJECT STATUS:	_____
		Preliminary Estimate	☒
		Plans in Preparation	_____
LOCATION	H Dock to A Dock	P.S.E. Complete	_____

JUSTIFICATION: The seawall is an essential part of the Marina infrastructure. The seawall's current condition is good, but its rate of deterioration is a point of concern.

SCOPE OF WORK: Replace the seawall and construct a sidewalk from the H Dock to A Dock

Rebuild travel-lift pier

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	_____
		PROJECT STATUS:	_____
		Preliminary Estimate	☒
PROJECT	N Dock Electrical upgrades	Plans in Preparation	_____
		P.S.E. Complete	_____

LOCATION

DESCRIPTION: Replace electric power panels on N dock, including conduit and wire runs from the distribution panel.
Replace water supply line on N dock, including risers, faucets and backflow prevention devices.

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS	45,037	45,037					
INSPECTION							
CONTINGENCY							
SALES TAX	3,963	3,963					
OTHER	1,000	1,000					
TOTAL	50,000	50,000					

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
FUND 404	50,000	50,000					
TOTAL	50,000	50,000					

OPERATING COST	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	
		PROJECT STATUS:	
		Preliminary Estimate	☒
PROJECT	N Dock Electrical upgrades	Plans in Preparation	☒
		P.S.E. Complete	

LOCATION Marina

DESCRIPTION: Replace electric power panels on N Dock, including conduit and wire runs from the distribution panel.
Replace water supply line on N Dock, including risers, faucets and backflow prevention devices.

JUSTIFICATION: Most of the electrical distribution system is the original equipment that was installed when the Marina was built. Because of the increase in demand for electricity, most of the wiring is undersized. This project will bring N Dock into compliance with the current National Electric Code.

SCOPE OF WORK: Replace individual power panels and meter bases with new fiberglass meter base/receptical combination panels. New conduit will be installed between the individual service panels and the new main distribution panel that will be installed as part of the Electrical Systems Upgrades Project.

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	
PROJECT	South Marina Restroom Upgrade	PROJECT STATUS:	
LOCATION		Preliminary Estimate	☒
		Plans in Preparation	
		P.S.E. Complete	

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS							
INSPECTION	25,000	25,000					
CONTINGENCY							
OTHER							
TOTAL	25,000	25,000					

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND PROCEEDS							
FUND 404	25,000	25,000					
TOTAL	25,000	25,000					

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	_____
		PROJECT STATUS:	_____
		Preliminary Estimate	☒
PROJECT	South Marina Restroom Upgrade	Plans in Preparation	_____
		P.S.E. Complete	_____
LOCATION	_____		

JUSTIFICATION: The tenants in permanent storage use the South Restroom. This structure was built in 1970 as part of the original Marina facility. The Master Plan recommends replacing the restroom as part of Phase 2. Because this facility will need to remain in service for another four or five years, the staff recommends budgeting for upgrades in 2004.

SCOPE OF WORK: The New South Marina Restroom will include a unisex public restroom as well as restrooms, shower and laundry facilities for the Marina tenants.

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	
PROJECT	South Marina Restroom Replacement	PROJECT STATUS:	
LOCATION		Preliminary Estimate	☒
		Plans in Preparation	
		P.S.E. Complete	

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS	250,000				250,000		
IMPROVEMENTS							
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	250,000				250,000		

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND PROCEEDS	228,232				228,232		
FUND 404	21,768				21,768		
TOTAL	250,000				250,000		

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	_____
		PROJECT STATUS:	_____
PROJECT	South Marina Restroom Replacement	Preliminary Estimate	☒
		Plans in Preparation	_____
LOCATION		P.S.E. Complete	_____

JUSTIFICATION: The South Marina Restroom is outdated and needs to be replaced. This restroom is reserved for the use of the tenants and includes a shower facility.

SCOPE OF WORK: The New South Marina Restroom will include a unisex public restroom as well as restrooms, shower and laundry facilities for the Marina tenants.

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	_____
		PROJECT STATUS:	_____
		Preliminary Estimate	☒
PROJECT	Floating Dock Replacement and Reconfiguration Phase I	Plans in Preparation	_____
		P.S.E. Complete	_____
LOCATION	_____		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG	450,000				450,000		
LAND							
BUILDINGS							
IMPROVEMENTS							
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	450,000				450,000		

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND PROCEEDS	450,000				450,000		
TOTAL	450,000				450,000		

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	_____
PROJECT	Floating Dock Replacement and Reconfiguration Phase I	PROJECT STATUS:	_____
LOCATION		Preliminary Estimate	☒
		Plans in Preparation	_____
		P.S.E. Complete	_____

JUSTIFICATION:

SCOPE OF WORK: Design, Engineering, and permits

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	
PROJECT	Building Repairs	PROJECT STATUS:	
LOCATION	Restaurant and Boat Yard	Preliminary Estimate	<u>X</u>
		Plans in Preparation	
		P.S.E. Complete	

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS	0						
IMPROVEMENTS	50,000	50,000					
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	50,000	50,000		0			

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
FUND 404	50,000	50,000					
	0						
TOTAL	50,000	50,000					

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Marina	PROJECT NO.	_____
PROJECT	Building Repairs	PROJECT STATUS:	_____
		Preliminary Estimate	X
		Plans in Preparation	_____
		P.S.E. Complete	_____
LOCATION	Restaurant and Boat Yard		

JUSTIFICATION: The Marina owns the buildings leased to the boat repair yard and the restaurant. Both buildings have some fire and building code related deficiencies that need to be addressed in 2003. The large metal building, leased to CSR South, Inc., needs a four-hour firewall installed between the shop area and the retail area, and along the south wall where the building abuts the restaurant building. The small metal building that serves as a paint booth for the boat yard needs to be upgraded with explosion-proof lights, a ventilation system and a fire suppression system. The restaurant building needs a grease trap, improvements to the ventilation system and possibly some up-grades to the electrical system.

As the owner of the buildings, the Marina is responsible for making these repairs and upgrades. The Marina staff expects to recover most of these expenditures, either by direct reimbursement or through increased rents charged to the leaseholders. The Marina is currently in the process of renegotiating the rent with the operators of the restaurant and the operators of the boat yard have been notified that the Marina will expect to renegotiate the rental lease based on the improvements.

SCOPE OF WORK:

**Marina Capital Improvement Plan
2004 - 2009
Prior and Current Expenses Summary for On-Going Projects**

Marina Fund 404 On-Going Projects	Total	Prior thru 12/31/02	Est YE 2003	2004	2005	2006	2007	2008	2009
Dry Stack Boat Storage	\$ 1,239,118	\$ 45,624	\$ 3,088	\$ 1,060,106		\$ 130,300			
Power Distribution System	737,184	1,299	54,335	681,550					
Expanded Guest Moorage-Ph 1	685,000	-	100,000	245,000	340,000				
New Decking & Fire Suppr-H to N	200,000		1,542	98,458	50,000	50,000			
Building Repairs-Restaurant/Boat Yd	100,000		50,000	50,000					
	\$ 2,961,302	\$ 46,923	\$ 208,965	\$ 2,135,114	\$ 390,000	\$ 180,300	\$ -	\$ -	\$ -

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
2004 Budget – Policy Issues

ATTACHMENTS:

- A. Year 2004 Budget Policy Issues 1 - 16
- B. 2004 Unmet Needs Listing 1 – 3
- C. Capital Improvement Plan Summaries

FOR AGENDA OF: November 20, 2003

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 14, 2003

CLEARANCES:

[] Finance pl

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AT

Purpose and Recommendation

The public hearing on the 2004 operating budget was held at the November 13th Council meeting to solicit public comment. First reading of draft Ordinance 03-307 adopting the 2004 budget was passed by Council on November 13. This agenda item is intended to facilitate Council's discussion on policy issues that were addressed previously in 2004 budget presentations to Council and to provide direction for finalizing the 2004 budget appropriations.

The purpose of this agenda item is to report to the City Council the 2004 budget policy issues. Policy issues encompass department's unmet needs previously presented to Council during departments' 2004 budget reviews. In addition, staff is recommending the following policy changes: General Fund indirect assessments to proprietary funds including the Marina, Surface Water Management, Equipment Rental and Computer Operations Funds, and Self-Insurance Fund; funding patrol vehicles out of the Equipment Replacement Fund by establishing annual assessments, and revising the reserve requirement formula in the Revenue Stabilization Fund by adding additional revenues to replace the declining local government assistance revenue source.

Council direction is needed to determine level of support for Airport Defense funding.

These policy discussions will provide staff with direction for finalizing the 2004 operating budget authorizations

Council direction is also requested for finalizing the 2004-2009 Capital Improvement Plans for the Municipal Capital Improvements Fund, Arterial Street Fund, Marina Depreciation and Improvement Fund, and the Surface Water Management Capital Fund.

Background

The 2004 budget process focused on cost containment and staff was directed to maintain discretionary expenditures to 2003 levels. The base budgets provided were developed within these cost constraints. In addition, departments' have submitted their highest unmet budget needs for Council's review.

Alternatives

1. Direct staff to prepare the 2004 budget ordinance as proposed by the City Manager.
2. Modify the 2004 budget as proposed by the City Manager.

Recommendation

Council direction is requested to finalize the 2004 budget appropriations and prepare the 2004 budget ordinance.



City of Des Moines

Year 2004 Budget Policy Issues

2004 Budget Policy Issues

- **Funding Unmet Needs**
- **Change in General Fund Indirect Assessments to Proprietary Funds**
- **Fund Patrol Vehicles by Equipment Replacement Assessments**
- **Change in Revenue Stabilization Fund Reserve Requirement**
- **Airport Defense Funding**
- **Mt. Rainier Pool Continued Operations**
- **Changes to Capital Improvement Plans**

2004 Budget Policy Issues

General & Street Funds:

Item	2003 YE Estimated	2004 Proposed	2005 Projected	2006 Projected
Begin Fund Balance	\$782,947	\$1,566,380	\$1,877,701	\$1,480,408
Revenues	14,011,260	14,799,251	14,779,990	13,291,730
Expenditures	13,227,827	14,487,930	15,177,283	15,907,504
Ending Fund Balance	\$1,566,380	\$1,877,701	\$1,480,408	(\$1,135,366)

2004 Unmet Needs

General & Street Funds:

2004 Estimated Ending Fund Balance	\$1,877,701
Less 7% Reserve	<u>-1,015,000</u>
Remaining Balance	\$862,701
Carry Forward to 2005	<u>281,514</u>
Available to Fund Unmet Needs	\$581,187

2004 Unmet Needs

City Manager Recommendations

General & Street Funds:

Priority	Item	Request	Accum \$	On-Going
1	Ltd Term Building Inspector	\$37,800	\$37,800	\$70,800
2	Ltd Term Permit Technician	54,000	91,800	54,000
3	Ltd Term Economic Dev Coord	98,400	190,200	0
4	Replace Six Patrol Vehicles (3 Funded by Vacant Position due to Military Call-up) (1 Funded by Insurance Proceeds) (Request includes 2 Vehicles- \$55,000 & Eqp Rental Replacement Assess-\$75,625)	130,625	320,825	75,625

2004 Unmet Needs City Manager Recommendations

General & Street Funds: (Continued)

Priority	Item	Request	Accum \$	On-Going
5	Engineering-Variou Traffic Safety Equipment & Monitoring Systems & AutoCAD Upgrade	\$50,448	\$371,273	\$0
6	1 FTE Park Mtc Worker-\$55,632 (Eliminate 2,617 PT Hours - \$41,143; Offset by \$10,000 Revenue)	4,489	375,762	4,489
7	Zoning Code Rewrite	50,000	425,762	50,000
8	Court Video Conferencing	20,000	445,762	-10,000
9	GASB 34 Fixed Assets Assistance	10,000	455,762	0
10	Upgrade Permit Tech to Coord	3,224	458,986	3,224

2004 Unmet Needs

City Manager Recommendations

General & Street Functions: (Continued)

Priority	Item	Request	Accum \$	On-Going
11	Emergency Mgt Consultant	25,000	\$483,986	0
12	Six Video Cameras-Police	35,871	519,857	0
13	PT Human Services Specialist	32,000	551,857	32,000
14	Street Lights Installation	10,000	561,857	0
15	Miscellaneous Street System Repair	10,000	571,857	0
16	Forklift (1/3 SWM; 2/3 Park & Streets)	4,000	575,857	0

2004 Unmet Needs City Manager Recommendations

General & Street Funds: (Continued)

Priority	Item	Request	Accum \$	On-Going
23	Transport Trailer	\$5,330	\$581,187	\$0
Totals		\$581,187		\$280,138

2004 Unmet Needs City Manager Recommendations

Marina:

Priority	Item	Request	Accum \$	On-Going
24	Moorage & Electric Rate Study	\$20,500	\$20,500	\$0

Surface Water Management Operations Fund:

Priority	Item	Request	Accum \$	On-Going
17	Forklift (1/3 SWM; 2/3 Park & Streets)	\$2,000	\$2,000	\$0

2004 Unmet Needs City Manager Recommendations

Computer Operations Fund:

Priority	Item	Request	Accum \$	On-Going
Estimated 2004 Ending Fund Balance - \$12,869				
18	Training (Windows 2003)	\$4,250	\$4,250	\$0

Computer Equipment Capital Fund:

Priority	Item	Request	Accum \$	On-Going
2004 Estimated Ending Fund Balance - \$112,401				
19	Server Room Cooling System	\$5,000	\$5,000	\$0

2004 Unmet Needs City Manager Recommendations **Facility Repair & Replacement Fund:**

Priority	Item	Request	Accum \$	On-Going
2004 Estimated Ending Fund Balance - \$206,950				
20	Fieldhouse Flooring/Restroom Fixtures	\$24,000	\$24,000	\$0
21	Downtown Banners	9,000	33,000	0
22	Beach Park Restroom & Sun Home Lodge Fixtures/Flooring	15,000	48,000	0

2004 Unmet Needs City Manager Recommendations

Equipment Rental Replacement Fund:

Item	Cost	Sales/Ins	Net
2004 Estimated Ending Fund Balance (without Replacements) - \$1,199,742			
2004 Equipment Replacement Requests:			
Camel Flush Truck	\$239,360	\$40,000	\$199,360
Asphalt Roller/Trailer	41,400	2,000	39,400
Parks Truck	22,200	1,000	21,200
Parks Mower	40,500	0	40,500
Two Community Development Vehicles	30,500	2,700	27,800
Police Chief Vehicle (Tsf to Commander)	29,800	0	29,800
Sergeant's Vehicle (Reimb by Insurance)	29,800	27,000	2,800
Total	\$433,560	\$72,700	\$360,860

Change in General Fund Indirect Assessments

	2003 BGT	2004 BGT	2005 BGT
Marina	\$687,375	\$490,000	\$490,000
Surface Wtr Mgt	51,300	86,000	115,000
Eqp Rental Ops	0	25,000	25,000
Computer Ops	0	10,000	10,000
Self Insurance	0	12,100	12,100
Total	\$738,675	\$623,100	\$652,100

Airport Defense Fund

- Available Fund Balance \$143,364
- ACC Contribution \$50,000 - \$100,000
- RCAA Request \$22,000

Revenue Stabilization Fund

- Due to Decline in Local Government Assistance
 - Add Liquor Excise Taxes & Liquor Board Profits to Reserve Requirement Formula

Total 2004 Reserves (based on existing formula)				\$812,850
Liquor Excise Tax	\$105,000	10%	3 Yrs	31,500
Liquor Board Profits	\$175,000	10%	3 Yrs	52,500
Revised 2004 Reserve Requirement				\$896,850
Total Estimated 2004 Ending Fund Balance				1,283,503
Reserves Exceeding Requirement				\$386,653

Capital Improvement Plan

- Changes to the Capital Budgets?
 - Municipal Capital Improvements Fund
 - Arterial Street Fund
 - Surface Water Management Capital Fund
 - Marina Depreciation & Improvement Fund

2004 UNMET NEEDS

GENERAL AND STREET FUNDS:

Department	Item	One-Time	On-Going
Court	Video Conferencing	\$ 20,000	\$ (10,000)
Finance	GASB 34 Fixed Assets Assistance	\$ 10,000	
	Comprehensive Continuity & Disaster Recovery Plan	\$ 50,000	
Records	Scanner/Software for Record Preservation	\$ 1,250	
Personnel	Training-Workplace Issues	\$ 4,500	
Legal	Improved Lighting	xx	
	.3 FTE - Part-time File Clerk		\$ 8,800
	Domestic Violence Advocate-FT		\$ 57,600
Law Enforcement	10 Patrol Cars (4 year lease schedule)	\$ 89,085	\$ 62,768
	6 Digital Video Cameras	\$ 35,871	
	Spillman upgrade to 5.3	\$ 43,825	
	Spillman Summit Photo Imaging	\$ 38,500	
	Police Building Repair and Maintenance	\$ 42,073	
	Host Citizen Academy (2)	\$ 11,386	
	Emergency Management Consultant	\$ 25,000	
Community Development			
Building Division	Ltd Term Building Inspector	\$ 32,800	\$ 65,800
	Desk and Equipment	\$ 5,000	
	Used Vehicle (New \$17,500)	\$ 12,000	\$ 5,000
	Miscellaneous (Training/Books)	\$ 5,000	
	Upgrade Wagner 13E to 16D		\$ 3,224
	Ltd Term Permit Technician		\$ 54,000
	Replace two vehicles	\$ 20,800	
	Sierra to Eden System	\$ 157,000	
Development Services	Police Radio for Code Enforcement Officer	\$ 2,500	
	Ltd Term Economic Development Coordinator		\$ 98,400
Plan Development	Zoning Code Re-write (\$70,000 - \$100,000)	\$ 100,000	
	New File Cabinets	\$ 10,000	
Engineering:	Synchro/Sim Traffic (2 licenses)	\$ 5,298	
	Upgrade to AutoCAD 2004 LT (2 licenses)	\$ 1,450	
	Auto-turn	\$ 400	
	GPS Unit	\$ 20,000	
	Survey Equipment	\$ 15,000	
	Traffic Accident Mapping/Track. System	\$ 15,000	
	Traffic Counters	\$ 9,600	
	Binoculars	\$ 300	
Recreation			
Administration	Volunteer Assessment	\$ 10,000	\$ 5,000
	Cultural Arts Plan	\$ 10,000	
Park Operations	Transport Trailer	\$ 5,330	
	1/3 Forklift (1/3 Streets, 1/3 SWM)	\$ 2,000	
	1 Park Maint Wkr (reduced pt hrs, increased revenue)		\$ 4,489
	Move .40 Park Maintenance Worker to ACB		\$ (25,813)
All City Buildings	.40 Park Maintenance/Facility Worker (.60 in Parks)		\$ 25,813

2004 UNMET NEEDS

GENERAL AND STREET FUNDS (continued):

Department	Item	One-Time	On-Going
Human Services	Human Services Study Update	\$ 10,000	
	PT Human Services Specialist position		\$ 32,000
Streets	Shoulder Mower (1/2 in SWM, Total Cost \$107,000)	\$ 53,500	
	1/3 Forklift (1/3 Parks, 1/3 SWM)	\$ 2,000	
	Self Loading Racks for Sand Spreaders (3 each)	\$ 7,500	
	Street Lights Installation	\$ 20,000	
	Street System Repair - Miscellaneous	\$ 20,000	
GENERAL & STREET FUNDS TOTAL:		\$ 923,968	\$ 387,081

MARINA REVENUE FUND:

Department	Item	One-Time	On-Going
Administration	Moorage & Electric Rate Study	\$ 20,500	
MARINA REVENUE FUND TOTAL:		\$ 20,500	\$ -

SURFACE WATER MANAGEMENT OPERATIONS FUND:

Department	Item	One-Time	On-Going
Maintenance	Shoulder Mower (1/2 in Streets, Total Cost \$107,000)	\$ 53,500	
	1/3 Forklift (1/3 Streets, 1/3 Parks)	\$ 2,000	
SURFACE WATER MANAGEMENT OPERATIONS FUND TOTAL:		\$ 55,500	\$ -

COMPUTER EQUIPMENT OPERATIONS FUND:

Department	Item	One-Time	On-Going
	Training (Windows 2003)	\$ 4,250	
COMPUTER EQUIPMENT OPERATIONS FUND TOTAL:		\$ 4,250	\$ -

COMPUTER EQUIPMENT CAPITAL FUND:

Department	Item	One-Time	On-Going
	Server Room Cooling System	\$ 5,000	
COMPUTER EQUIPMENT CAPITAL FUND TOTAL:		\$ 5,000	\$ -

2004 UNMET NEEDS

MUNICIPAL CAPITAL IMPROVEMENT FUND:

Department	Item	One-Time	On-Going
	Business License Program	\$ 31,975	
MUNICIPAL CAPITAL IMPROVEMENT FUND TOTAL:		\$ 31,975	\$ -

FACILITY REPAIR AND REPLACEMENT FUND:

Department	Item	One-Time	On-Going
	Bch Prk Restroom & Sun Hme Ldg Fixtures/Flooring	\$ 15,000	
	Fieldhouse/Restroom Flooring & Fixtures	\$ 24,000	
	Downtown Banners	\$ 9,000	
FACILITY REPAIR AND REPLACEMENT FUND TOTAL:		\$ 48,000	\$ -

EQUIPMENT RENTAL REPLACEMENT FUND:

Department	Item	One-Time	On-Going
	SWM Camel Flush Truck	\$ 199,360	
	Asphalt Roller/Trailer	\$ 39,400	
	Parks Truck P-237 Replacement	\$ 21,200	
	Parks 455D Mower	\$ 40,500	
	Two Community Development Vehicles	\$ 27,800	
	Police Chief Vehicle	\$ 29,800	
	Sergeant's Vehicle	\$ 2,800	
EQUIPMENT RENTAL REPLACEMENT FUND TOTAL:		\$ 360,860	\$ -

CIP PROJECTS

MUNICIPAL CAPITAL IMPROVEMENT FUND - OPTION 1

	2004	2005	2006	2007	2008	2009
BEGINNING FUND BALANCE	\$ 453,362	\$ 67,765	\$ 107,377	\$ 367,347	\$ 113,055	\$ 130,193
LOCAL REVENUES						
Transfer from General Fund	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Transfer from General Fund Debt Service	130,848	132,988	129,628	131,268	132,668	133,828
Interest Earnings	3,600	1,900	6,800	7,800	4,000	5,400
Real Estate Excise Tax	650,000	650,000	650,000	650,000	650,000	650,000
Haunted House proceeds (CODM portion)	14,000	14,000	14,000	14,000	14,000	14,000
Park In Lieu Fees	50,000	50,000	50,000	50,000	50,000	50,000
TOTAL LOCAL REVENUES	\$ 998,748	\$ 998,888	\$ 1,000,428	\$ 1,003,068	\$ 1,000,668	\$ 1,003,228
PROJECT REVENUES						
CDBG - Sr Land Acquisition Debt Service	\$ 72,088	\$ -	\$ -	\$ -	\$ -	\$ -
CDBG Midway Park	65,000					
Donations Activity Center	15,000					
Donations SJU Park PH II	10,000					
King County Midway Park	50,000					
IAC SJUM Park II	75,000			300,000		
King County SJUM Park II	50,000					
Bond Proceeds Community Center						6,968,000
Grant Field House			130,050			
DOE Grant Re-write of Shoreline MP	47,825	30,450				
TOTAL PROJECT REVENUES	\$ 384,913	\$ 30,450	\$ 130,050	\$ 300,000	\$ -	\$ 6,968,000
TOTAL REVENUES & FUND BALANCE	\$ 1,837,023	\$ 1,097,103	\$ 1,237,858	\$ 1,870,418	\$ 1,113,723	\$ 8,101,421
PROJECT EXPENSES						
Oes Moines Beach Park Repairs	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -
Field House Renovation CDBG & WA Heritage	20,000		260,100			
Activity Center Remodel	53,910	56,668				
Steven J Underwood Memorial Park Phase II	362,320			980,302		
Midway Park Improvements	136,372					
Community Center						6,968,000
Accounting Software Upgrade	51,475					
City Hall North Wing Remodel	293,056					
Re-write of Shoreline Master Plan	47,825	30,450				
Onsite Records Storage	44,530					
City Hall Parking Lot	11,000	46,500				
TOTAL PROJECT EXPENDITURES	\$ 1,020,488	\$ 208,618	\$ 260,100	\$ 980,302	\$ -	\$ 6,968,000
DEBT/OPERATING TRANSFERS						
Debt-1998 GO Bond-Myers land (Less portion for 4.14 acres)	\$ 85,934	\$ 98,120	\$ 99,530	\$ 95,790	\$ 96,895	\$ 97,685
Debt-1998 GO Bond-Soundview Bap land (4.14ac elig/CDBG)	71,988					
Debt-1997 GO Bond-City Hall Expansion	130,848	132,988	129,628	131,268	132,668	133,828
Transfer to Arterial Street Fund	450,000	550,000	381,250	350,000	753,967	740,000
TOTAL DEBT/OPERATING TRANSFERS	\$ 748,770	\$ 781,108	\$ 610,408	\$ 577,058	\$ 983,530	\$ 971,513
TOTAL EXPENDITURES	\$ 1,769,258	\$ 989,726	\$ 870,508	\$ 1,557,360	\$ 983,530	\$ 7,939,513
ENDING FUND BALANCE	\$ 67,765	\$ 107,377	\$ 367,347	\$ 113,055	\$ 130,193	\$ 161,908
RESERVED FUND BALANCE						
Park In Lieu Fees	\$ -	\$ -	\$ 56,000	\$ -	\$ 50,000	\$ 100,000
CDBG	2,698	2,798	2,798	2,798	2,798	2,798
King County Open Space	32,469	32,469	32,469	32,469	32,469	32,469
TOTAL RESERVED FUND BALANCE	\$ 35,167	\$ 35,267	\$ 85,267	\$ 35,267	\$ 85,267	\$ 135,267
UNRESERVED FUND BALANCE	\$ 32,598	\$ 72,110	\$ 282,080	\$ 77,788	\$ 44,926	\$ 26,641

CIP PROJECTS

MUNICIPAL CAPITAL IMPROVEMENT FUND - OPTION 1

	2004	2005	2006	2007	2008	2009
<u>PORTION OF PROJECTS FUNDED BY PARK IN LIEU</u>						
Steven J Underwood Memorial Park Phase II	\$ 50,000	\$ -	\$ -	\$ 150,000	\$ -	\$ -
TOTAL FUNDED BY PARK IN LIEU	\$ 50,000	\$ -	\$ -	\$ 150,000	\$ -	\$ -
<u>PORTION OF PROJECTS FUNDED BY REET</u>						
Des Moines Beach Park		\$ 75,000	\$ -	\$ -	\$ -	\$ -
Field House Renovation	\$ 20,000		\$ 130,080			
Activity Center	38,910	56,868				
Midway Park	71,372					
Steven J Underwood Memorial Park Phase II	177,320			530,302		
City Hall Parking Lot	11,000	46,500				
City Hall North Wing Remodel	283,058					
Transfer to Arterial Street Fund	3,329	373,712	381,250	63,048	553,105	552,315
Debt Service-1998 GO Park Land Acq/Sports Park Land Acq	95,634	98,120	99,530	95,790	98,895	97,685
TOTAL AMOUNT FUNDED BY REET	\$ 710,921	\$ 650,000	\$ 610,860	\$ 689,140	\$ 650,000	\$ 650,000
<u>PORTION OF PROJECTS FUNDED BY NON-REET</u>						
Accounting Software Upgrade	\$ 51,475	\$ -	\$ -	\$ -	\$ -	\$ -
On-Site Records Storage	44,530					
Debt Service-1997 GO Bond-City Hall Expansion	130,848	132,988	129,628	131,280	132,868	133,828
Transfer to Arterial Street Fund	446,671	176,288		286,952	200,862	187,685
TOTAL AMOUNT FUNDED BY NON-REET	\$ 673,524	\$ 309,276	\$ 129,628	\$ 418,220	\$ 333,530	\$ 321,513

CIP PROJECTS

MUNICIPAL CAPITAL IMPROVEMENT FUND - OPTION 2

	2004	2005	2006	2007	2008	2009
BEGINNING FUND BALANCE	\$ 453,362	\$ 67,765	\$ 214,328	\$ 644,729	\$ 602,816	\$ 1,004,462
LOCAL REVENUES						
Transfer from General Fund	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Transfer from General Fund Debt Service	130,848					
Interest Earnings	3,900	3,100	12,500	20,800	29,900	25,800
Levy Lift \$20		418,789	422,977	427,207	431,479	435,794
Real Estate Excise Tax	650,000	650,000	650,000	650,000	650,000	650,000
Haunted House proceeds (CODM portion)	14,000	14,000	14,000	14,000	14,000	14,000
Park In Lieu Fees	50,000	50,000	50,000	50,000	50,000	50,000
TOTAL LOCAL REVENUES	\$ 998,748	\$ 1,285,889	\$ 1,299,477	\$ 1,312,007	\$ 1,325,379	\$ 1,325,594
PROJECT REVENUES						
CDBG - Sr Land Acquisition Debt Service	\$ 72,088	\$ -	\$ -	\$ -	\$ -	\$ -
CDBG Midway Park	85,000					
Donations Activity Center	15,000					
Donations SJU Park PH II	10,000					
Grants DM Beach Park					200,000	300,000
King County Midway Park	50,000					
IAC SJUM Park II	75,000			300,000		200,000
King County SJUM Park II	50,000					
CDBG Park & Playgrd Eqp			65,000	65,000		
Bond Proceeds Community Center						6,968,000
Grant Field House		130,050				
DOE Grant Re-write of Shoreline MP	47,825	30,450				
TOTAL PROJECT REVENUES	\$ 384,913	\$ 180,500	\$ 65,000	\$ 365,000	\$ 200,000	\$ 7,468,000
TOTAL REVENUES & FUND BALANCE	\$ 1,837,023	\$ 1,514,154	\$ 1,578,805	\$ 2,321,738	\$ 2,128,195	\$ 9,798,056
PROJECT EXPENSES						
Des Moines Beach Park Repairs	\$ -	\$ 75,000	\$ -	\$ 68,202	\$ 400,000	\$ 600,000
Field House Renovation CDBG & WA Heritage	20,000	260,100				
Activity Center Remodel	53,910	56,668				
Steven J Underwood Memorial Park Phase II	362,320			980,302		595,100
Midway Park Improvements	136,372					
Community Center						6,968,000
Park & Playground Repair & Replacement			144,668	124,808	144,168	68,710
Des Moines Creek Trail						227,080
Building Life-Cycle Maintenance Study		100,000				
Accounting Software Upgrade	51,475					
City Hall North Wing Remodel	293,058		379,000			
Re-write of Shoreline Master Plan	47,825	30,450				
Onsite Records Storage	44,530					
City Hall Parking Lot	11,000	46,500				
TOTAL PROJECT EXPENDITURES	\$ 1,020,488	\$ 568,718	\$ 523,668	\$ 1,173,112	\$ 544,168	\$ 8,458,890
DEBT/OPERATING TRANSFERS						
Debt-1998 GO Bond-Myers land (Less portion for 4.14 acres)	\$ 95,934	\$ 98,120	\$ 99,530	\$ 95,790	\$ 96,895	\$ 97,685
Debt-1998 GO Bond-Soundview Bap land (4.14ac ellg/CDBG)	71,988					
Debt-1997 GO Bond-City Hall Expansion	130,848	132,988	129,828	131,268	132,668	133,828
Transfer to Arterial Street Fund	450,000	500,000	181,250	318,750	350,002	800,000
TOTAL DEBT/OPERATING TRANSFERS	\$ 748,770	\$ 731,108	\$ 410,408	\$ 545,808	\$ 579,565	\$ 1,031,513
TOTAL EXPENDITURES	\$ 1,768,258	\$ 1,299,826	\$ 934,076	\$ 1,718,920	\$ 1,123,733	\$ 9,490,403
ENDING FUND BALANCE	\$ 67,765	\$ 214,328	\$ 644,729	\$ 602,816	\$ 1,004,462	\$ 307,653
RESERVED FUND BALANCE						
Park In Lieu Fees	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -
CDBG	2,698	2,798	2,798	2,798	2,798	2,798
King County Open Space	32,489	32,469	32,469	32,469	32,469	32,469
TOTAL RESERVED FUND BALANCE	\$ 35,187	\$ 35,267	\$ 85,267	\$ 35,267	\$ 35,267	\$ 35,267
UNRESERVED FUND BALANCE	\$ 32,598	\$ 179,061	\$ 559,462	\$ 567,549	\$ 969,195	\$ 272,386

CIP PROJECTS

MUNICIPAL CAPITAL IMPROVEMENT FUND - OPTION 2

PORTRON OF PROJETS FUNDED BY PARK IN LIEU

Steven J Underwood Memorial Park Phase II	\$	50,000	\$	-	\$	-	\$	150,000	\$	-	\$	50,000
Playground & Park Repair & Repl										50,000		
TOTAL FUNDED BY PARK IN LIEU	\$	50,000	\$	-	\$	-	\$	150,000	\$	50,000	\$	50,000

PORTRON OF PROJETS FUNDED BY REET

Des Moines Beach Park	\$	-	\$	75,000	\$	-	\$	-	\$	200,000	\$	73,387
Field House Renovation		20,000		130,080								
Activity Center		38,910		56,668								
Midway Park		71,372										
Steven J Underwood Memorial Park Phase II		177,320						363,334				345,100
Park & Playground Repair & Repl						79,668		59,808		94,168		
City Hall Parking Lot		11,000		46,500								
City Hall North Wing Remodel		293,056				158,924						
Transfer to Arterial Street Fund		3,329		110,844		181,250				126,269		
Debt Service-1998 GO Park Land Acq/Sports Park Land Acq		95,934		98,120		98,530		95,780		96,895		97,885
Debt Service-1997 GO Bond-City Hall Expansion				132,988		129,628		131,268		132,668		133,828
TOTAL AMOUNT FUNDED BY REET	\$	710,921	\$	650,000	\$	650,000	\$	650,000	\$	650,000	\$	650,000

PORTRON OF PROJETS FUNDED BY NON-REET

Accounting Software Upgrade	\$	51,475	\$	-	\$	-	\$	-	\$	-	\$	-
On-Site Records Storage		44,530										
Debt Service-1997 GO Bond-City Hall Expansion		130,848										
Des Moines Beach Park								68,202				228,613
Steven J Underwood Memorial Park Phase II								166,968				
Park & Playground Repair & Repl												68,710
Des Moines Creek Trail												227,080
Building Life-Cycle Maintenance Study				100,000								
City Hall North Wing Remodel						219,076						
Transfer to Arterial Street Fund		446,671		389,356				318,750		223,733		800,000
TOTAL AMOUNT FUNDED BY NON-REET	\$	673,524	\$	489,356	\$	219,076	\$	553,920	\$	223,733	\$	1,322,403

CIP PROJECTS ARTERIAL STREET FUND

		2004	2005	2006	2007	2008	2009
BEGINNING FUND BALANCE		\$ 3,665,735	\$ 1,025,756	\$ 809,822	\$ 1,369,833	\$ 745,492	\$ 2,597,367
LOCAL REVENUES							
Motor Vehicle Fuel Tax	Flat Tax (2.3 ¢ per gallon)	\$ 192,483	\$ 197,142	\$ 201,085	\$ 205,107	\$ 209,209	\$ 213,393
Interest Earnings		35,700	29,100	55,700	73,300	101,400	163,500
Transfer From MCI Fund		450,000	550,000	381,250	350,000	753,967	740,000
Transfer in from LID Fund	4th St LID	2,142	2,072	2,003	1,933	1,884	1,794
TOTAL LOCAL REVENUES		\$ 680,325	\$ 778,314	\$ 640,038	\$ 630,340	\$ 1,066,440	\$ 1,118,687
PROJECT REVENUES							
Federal Way School Dist	16th Avenue-260th to 272nd	\$ 84,000	\$ -	\$ -	\$ -	\$ -	\$ -
PWTF Loan	16th Avenue-260th to 272nd		2,483,524				
TIB Grant (Confirmed)	16th Avenue-260th to 272nd	134,859					
TIB Grant (Unconfirmed)	16th Avenue-260th to 272nd		2,980,000				
TIB Grant (Unconfirmed)	KDM - 16th Ave S to 24th				3,711,811		
Line of Credit	Pacific Highway	43,985					
PWTF Loan	Pacific Highway	2,814,345					
TEA21 CMAQ	Pacific Highway	2,850,000					
TEA21 STP	Pacific Highway	744,531					
HES Design Grant	Pacific Highway	215,000					
TIB	Pacific Highway	2,706,241					
WSDOT	Pacific Highway	1,003,700					
METRO, King County *	Pacific Highway	350,000					
City of Kent	Pacific Highway	10,000					
QWEST	Pacific Highway	425,000					
Comcast	Pacific Highway	80,500					
CDBG	Pacific Ridge Sidewalks		133,154				
2002 CDBG (Confirmed)	Wesley homes Pedestrian Signal	59,774					
AIP Grant	S 216th St and 24th Ave S Signal	285,102					
BRAC (Unconfirmed)	North Twin Bridge				119,838	1,049,417	
Traffic Impact Fees			525,000	1,200,000	1,350,000	1,500,000	1,500,000
TOTAL PROJECT REVENUES		\$ 11,807,037	\$ 6,081,678	\$ 1,200,000	\$ 5,181,449	\$ 2,549,417	\$ 1,500,000
TOTAL REVENUES & FUND BALANCE		\$ 16,153,097	\$ 7,885,748	\$ 2,849,660	\$ 7,181,622	\$ 4,361,349	\$ 5,218,054
RECURRING PROJECTS							
Arterial Maintenance Program		\$ 500,000	\$ 1,200,000	\$ 600,000	\$ 600,000	\$ 400,000	\$ 900,000
Neighborhood Traffic Control Program		25,000	25,000	25,000	25,000	25,000	25,000
PROJECTS CONTINUED FROM PRIOR YEARS							
Pacific Highway South		11,407,249					
16th Ave South Improvements (Phase 1)		516,224	5,682,010				
KDM Road/16th Ave. to 24th Ave.		209,408		577,052	5,302,587		
NEW PROJECTS							
Pacific Ridge Sidewalks			133,154				
Wesley Homes Pedestrian Signal		83,000					
S 216th St and 24th Ave S Signal		498,880					
North Twin Bridge Project					132,931	1,186,018	
TOTAL PROJECT EXPENDITURES		\$ 13,239,761	\$ 7,020,164	\$ 1,202,052	\$ 6,260,518	\$ 1,591,018	\$ 925,000
TRANSFERS TO DEBT SERVICE FUND							
PWTF Loan-Downtown Utility Undergrounding (P&I)		\$ 26,736	\$ 25,329	\$ 23,922	\$ -	\$ -	\$ -
Line of Credit Payoff - Principal & Interest		1,860,801					
PWTF Loan - Pacific Hwy Preconstruction		43	2,550	2,538	2,525	2,513	
PWTF Loan - Pacific Hwy Construction			28,083	26,879	25,275	23,871	22,467
PWTF Loan - 16th Ave S. Improvements (Phase 1)				24,838	147,812	146,580	145,348
TOTAL DEBT SERVICE		\$ 1,887,580	\$ 55,962	\$ 77,775	\$ 175,612	\$ 172,964	\$ 167,815
TOTAL EXPENDITURES		\$ 15,127,341	\$ 7,076,126	\$ 1,279,827	\$ 6,436,130	\$ 1,763,982	\$ 1,092,815
ENDING FUND BALANCE		\$ 1,025,756	\$ 809,822	\$ 1,369,833	\$ 745,492	\$ 2,597,367	\$ 4,123,239
RESERVED FUND BALANCE							
In Lieu		\$ 406,040	\$ 59,726				
Traffic Impact Fees				629,363		1,888,587	3,388,587
TOTAL RESERVED FUND BALANCE		\$ 406,040	\$ 59,726	\$ 629,363	\$ -	\$ 1,888,587	\$ 3,388,587
UNRESERVED FUND BALANCE		\$ 619,716	\$ 749,896	\$ 740,470	\$ 745,492	\$ 708,780	\$ 734,652

CIP PROJECTS ARTERIAL STREET FUND

	2004	2005	2006	2007	2008	2009
PORTION OF PROJECTS FUNDED BY FUND BALANCE						
Arterial Maintenance Program	\$ 500,000	\$ 1,200,000	\$ 800,000	\$ 800,000	\$ 400,000	\$ 900,000
Neighborhood Traffic Control Program	25,000	25,000	25,000	25,000	25,000	25,000
Transportation Comp Update						
Pacific Highway South/S 216th to KDM						
KDM Road/16th Ave. to 24th Ave.	206,408		107,052			
10th Ave S. Culvert Replacement						
Wesley homes Pedestrian Signal	23,226					
S 216th St and 24th Ave S Signal						
North Twin Bridge Project				13,290	116,802	
Line of Credit Interest	23,400					
PWTF Loan-Downtown utility undergrounding (P&I)	26,738	25,329	23,922			
PWTF Loan - Pacific Hwy Preconstruction	43	2,550	2,538	2,525	2,513	
PWTF Loan - Pacific Hwy Construction		28,083	26,679	25,275	23,871	22,467
PWTF Loan - 16th Ave S.			24,876	149,252	148,008	146,764
TOTAL USE OF FUND BALANCE	\$ 807,813	\$ 1,280,962	\$ 810,067	\$ 1,015,345	\$ 715,994	\$ 1,094,231

PORTION OF PROJECTS FUNDED BY IN-LIEU FEES						
Pacific Highway South	\$ 44,433	\$ -	\$ -	\$ -	\$ -	\$ -
S 216th St & 24th Ave Signal	30,397					
16th Ave S Improvements King County	271,484	42,226				
16th Ave S Improvements Ace Hardware		17,500				
TOTAL USE OF IN-LIEU FEES	\$ 348,314	\$ 59,726	\$ -	\$ -	\$ -	\$ -

PORTION OF PROJECTS FUNDED BY TRAFFIC IMPACT FEES						
KDM Rd - 16th Ave S to 24th Ave S	\$ -	\$ -	\$ 470,000	\$ 1,590,776	\$ -	\$ -
S 216th St & 24th Ave Signal	183,381					
Pacific Highway South	163,499					
16th Ave S Improvements	25,881	178,760				
TOTAL USE OF TRAFFIC IMPACT FEES	\$ 372,761	\$ 178,760	\$ 470,000	\$ 1,590,776	\$ -	\$ -

CIP PROJECTS SURFACE WATER CAPITAL FUND

		2004	2005	2006	2007	2008	2009
BEGINNING FUND BALANCE		\$ 643,688	\$ 739,271	\$ 548,712	\$ 318,458	\$ 202,885	\$ 173,353
LOCAL REVENUES							
Interest income		\$ 10,300	\$ 14,100	\$ 12,100	\$ 7,700	\$ 5,600	\$ 3,100
Transfer from SWM operations		400,000	300,000	320,000	330,000	340,000	350,000
TOTAL LOCAL REVENUES		\$ 410,300	\$ 314,100	\$ 332,100	\$ 337,700	\$ 345,600	\$ 353,100
PROJECT REVENUES							
Bridge - WSDOT Fish Enhance	SWM-18	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
Bridge - Basin Interlocals	* SWM-18	4,743,200	-	-	-	-	-
Bridge - Midway Sewer	* SWM-18	388,600	-	-	-	-	-
Bridge - Seattle Public Utility	* SWM-18	450,800	-	-	-	-	-
Des Moines Creek - Basin Interlocal	* SWM-26	-	-	-	-	-	-
McSorley Creek Basin - WRIA 9/other	* SWM-29	-	50,000	-	-	-	-
Barnes Creek Detention - PWTF Loan	* SWM-06	-	806,550	264,595	-	-	-
KDM/Barnes Creek Culvert - Fish Grant	* SWM-12	-	-	200,000	-	-	-
Lower Massey Creek Channel	* SWM-01	-	-	-	-	300,000	-
TOTAL PROJECT REVENUES		\$ 5,782,600	\$ 856,550	\$ 464,595	\$ -	\$ 300,000	\$ -
*These grants and/or loans need to be applied for.							
TOTAL REVENUES & FUND BALANCE		\$ 6,838,588	\$ 1,909,921	\$ 1,345,407	\$ 656,158	\$ 848,485	\$ 528,453
PROJECT EXPENSES							
Marine View Drive Bridge	SWM-18	\$ 5,882,600	\$ -	\$ -	\$ -	\$ -	\$ -
Des Moines Creek Basin Projects	SWM-26	55,450	118,100	26,450	-	-	-
Woodmont Culvert/Overflow	SWM-30	143,600	-	-	-	-	-
McSorley Creek Basin Plan	SWM-29	-	100,000	-	-	-	-
Barnes Creek Detention Facility/Culvert	SWM-06	-	1,008,150	330,795	-	-	-
Barnes Creek/KDM Rd. Culvert Repl.	SWM-12	-	78,500	595,530	-	-	-
199th N Hill Trunk Line	SWM-20	-	-	-	280,170	-	-
Lower Massey Creek Channel	SWM-01	-	-	-	100,000	603,100	-
North Hill NE Trunkline Project	SWM-32	-	-	-	-	-	387,800
TOTAL PROJECT EXPENSES		\$ 6,081,650	\$ 1,304,750	\$ 952,775	\$ 380,170	\$ 603,100	\$ 387,800
DEBT SERVICE EXPENSES							
State Revolving Loan #2-Barnes Creek (Design)	SWM-06	\$ 15,667	\$ -	\$ -	\$ -	\$ -	\$ -
PWTF Loan - Barnes Creek Detention	SWM-06	-	56,459	74,174	73,103	72,032	70,960
TOTAL DEBT EXPENSES		\$ 15,667	\$ 56,459	\$ 74,174	\$ 73,103	\$ 72,032	\$ 70,960
TOTAL EXPENSES		\$ 6,097,317	\$ 1,361,209	\$ 1,026,949	\$ 453,273	\$ 675,132	\$ 458,760
ENDING FUND BALANCE		\$ 739,271	\$ 548,712	\$ 318,458	\$ 202,885	\$ 173,353	\$ 67,693
UNRESERVED FUND BALANCE		\$ 739,271	\$ 548,712	\$ 318,458	\$ 202,885	\$ 173,353	\$ 67,693
AMOUNT OF PROJECT FUNDED BY SWM							
Marine View Drive Bridge	SWM-18	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Des Moines Creek Basin Projects	SWM-26	55,450	118,100	26,450	-	-	-
Woodmont Drive Culvert/Overflow	SWM-30	143,600	-	-	-	-	-
McSorley Creek Basin Plan	SWM-29	-	50,000	-	-	-	-
Barnes Creek Detention Facility/Culvert	SWM-06	-	201,600	66,200	-	-	-
Barnes Creek/KDM Rd. Culvert Repl.	SWM-12	-	78,500	395,530	-	-	-
199th N Hill Trunk Line	SWM-20	-	-	-	280,170	-	-
Lower Massey Creek Channel	SWM-01	-	-	-	100,000	303,100	-
State Revolving Loan #2-Barnes Creek (Design)	SWM-06	15,667	-	-	-	-	-
North Hill NE Trunkline Project	SWM-32	-	-	-	-	-	387,800
PWTF Loan (\$1,071,145), Barnes Creek Detention	SWM-06	-	56,459	74,174	73,102	72,031	70,960
TOTAL FUNDED BY SWM		\$ 314,717	\$ 504,659	\$ 562,354	\$ 453,272	\$ 375,131	\$ 458,760

**CIP PROJECTS
MARINA CAPITAL FUND**

	2004	2005	2006	2007	2008	2009
BEGINNING FUND BALANCE	\$ 3,845,245	\$ 1,761,081	\$ 685,131	\$ 4,830,840	\$ 995,940	\$ 257,700
LOCAL REVENUES						
Interest Earnings	\$ 41,700	\$ 26,300	\$ 79,500	\$ 95,100	\$ 15,100	\$ 123,400
Bond Proceeds			6,900,000			6,600,000
Transfer From Marina Revenue Fund	382,628	468,628	468,228	1,027,056	1,029,001	1,031,156
TOTAL LOCAL REVENUES	\$ 424,328	\$ 494,928	\$ 7,448,728	\$ 1,122,156	\$ 1,044,101	\$ 7,754,556
PROJECT REVENUES						
IAC Grant - Guest Moorage (Unconfirmed)	\$ 34,250	\$ 34,250	\$ -	\$ -	\$ -	\$ -
IAC Grant - North Seawall and Sidewalk (Unconfirmed)		98,500				
BIG Grant - Seawall and Sidewalk to N Dock (Unconfirmed)			440,000	440,000		
TOTAL PROJECT REVENUES	\$ 34,250	\$ 132,750	\$ 440,000	\$ 440,000	\$ -	\$ -
TOTAL REVENUES & FUND BALANCE	\$ 4,303,823	\$ 2,388,759	\$ 8,673,859	\$ 6,392,996	\$ 2,040,041	\$ 8,012,256
PROJECT EXPENSES						
Dry Stack Boat Storage	\$ 1,000,106	\$ -	\$ 130,300	\$ -	\$ -	\$ -
Expanded Guest Moorage Phase I	245,000	340,000	-	-	-	-
North Seawall and Sidewalk	-	985,000	-	-	-	-
New Decking H to N/Fire Suppression System	98,458	50,000	50,000	-	-	-
Expanded Guest Moorage & Seawall Phase II	-	-	2,200,000	2,200,000	-	-
Commercial Building	-	-	250,000	-	-	-
Power Distribution System Electrical Upgrades	681,550	-	-	-	-	-
Seawall Replacement Project, N to I Dock	-	-	-	1,610,000	-	-
Seawall Replacement Project, H to A Dock	-	-	-	-	893,340	506,660
N Dock Electrical Upgrades	50,000	-	-	-	-	-
South Marina Restroom Upgrade	25,000	-	-	-	-	-
South Marina Restroom Replacement	-	-	-	250,000	-	-
Floating Dock Replacement and Reconfiguration Phase I	-	-	-	450,000	-	-
Building Repairs-Restaurant and Boat Yard	50,000	-	-	-	-	-
TOTAL PROJECT EXPENSES	\$ 2,210,114	\$ 1,375,000	\$ 2,630,300	\$ 4,510,000	\$ 893,340	\$ 506,660
DEBT SERVICE EXPENSES						
Debt Service #1	\$ 332,628	\$ 328,628	\$ 329,228	\$ 329,278	\$ 328,753	\$ 332,628
Debt Service #2				557,776	560,248	558,528
Bond Issuance Costs			221,816			212,176
Debt Reserve			561,675			536,588
TOTAL DEBT EXPENSES	\$ 332,628	\$ 328,628	\$ 1,112,719	\$ 887,056	\$ 889,001	\$ 1,639,920
TOTAL EXPENSES	\$ 2,542,742	\$ 1,703,628	\$ 3,743,019	\$ 5,397,056	\$ 1,782,341	\$ 2,146,580
ENDING FUND BALANCE	\$ 1,761,081	\$ 685,131	\$ 4,830,840	\$ 995,940	\$ 257,700	\$ 5,865,676
Reserved for Bond Proceeds	(1,716,145)	(473,895)	(4,400,104)	(351,872)	-	(5,344,576)
UNRESERVED FUND BALANCE	\$ 44,936	\$ 211,236	\$ 430,736	\$ 644,068	\$ 257,700	\$ 521,100
PORTION OF PROJECTS FUNDED BY FUND BALANCE						
Dry Stack Boat Storage	\$ 106,286	\$ -	\$ -	\$ -	\$ -	\$ -
South Marina Restroom Upgrade	25,000					
Building Repairs-Restaurant and Boat Yard	50,000					
Seawall Replacement Project H to A Dock					541,468	
N Dock Electrical Upgrades	50,000					
South Marina Restroom Replacement				21,768		
TOTAL USE OF FUND BALANCE	\$ 231,286	\$ -	\$ -	\$ 21,768	\$ 541,468	\$ -
PORTION OF PROJECTS FUNDED BY BOND PROCEEDS						
Dry Stack Boat Storage	\$ 953,820	\$ -	\$ 130,300	\$ -	\$ -	\$ -
Power Distribution System/Electrical Upgrades	681,550					
Expanded Guest Moorage Phase I	210,750	305,750	-	-	-	-
North Seawall & Sidewalk		686,500				
New Decking H to N/Fire Suppression System	98,458	50,000	50,000	-	-	-
Expanded Guest Moorage & Seawall Phase II			1,760,000	1,760,000		
Commercial Building			250,000			
Seawall Replacement Project H to A Dock					351,962	506,660
Seawall Replacement Project N to I Dock				1,610,000		
South Marina Restroom Replacement				228,232		
Floating Dock Replacement and Reconfiguration Phase I				450,000		
TOTAL USE OF BOND PROCEEDS	\$ 1,944,578	\$ 1,242,250	\$ 2,190,300	\$ 4,048,232	\$ 351,962	\$ 506,660

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
Draft Ordinance 03-307 - Adoption of Year 2004
Budget

ATTACHMENTS:
Draft Ordinance No. 03-307
Appendix A

FOR AGENDA OF: November 20, 2003

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 14, 2003

CLEARANCES:

☐ Finance

☐ Legal

APPROVED BY CITY MANAGER

FOR SUBMITTAL:

Purpose and Recommendation

Continue discussion of Draft Ordinance No. 03-307 adopting the Year 2004 budget.

Suggested motion:

"I move to continue Draft Ordinance No. 03-307, adopting the Year 2004 Budget, to the December 4th, 2003 Council meeting."

Background

The 2004 preliminary budget has been presented to Council over the last several weeks. At the November 13, 2003 Council meeting, a public hearing was conducted and closed. The 2004 budget is summarized in Appendix A.

Recommendation

It is recommended that the City Council provide direction regarding Draft Ordinance No. 03-307.

DRAFT ORDINANCE NO. 03-307

CITY ATTORNEY'S FIRST DRAFT 11/06/03

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON adopting the final budget for the City of Des Moines, Washington, for the fiscal year ending December 31, 2004, in summary form, ratifying and confirming revenues and expenditures previously implemented for fiscal year 2003, as such revenues and expenditures form the basis for development of the budget for fiscal year 2004, approving revenues and expenditures for fiscal year 2004, and temporarily suspending the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2003 budget might be inconsistent.

WHEREAS, the City Manager for the City of Des Moines has prepared and submitted a preliminary budget for the fiscal year ending December 31, 2004 to the City Council and has filed this budget with the Finance Director, and

WHEREAS, the City Council finds that the City Manager's proposed budget for fiscal year 2004 reflects revenues and expenditures that are intended to ensure provision of vital municipal services at acceptable levels, and

WHEREAS, the City Council finds that the City Manager's proposed budget for fiscal year 2004 appropriately relies upon anticipated year-end balances derived from revenues and expenditures previously approved and authorized by the City Council as part of the City's budget for fiscal year 2003, and

WHEREAS, the City Council finds that the fund adjustments and transfers proposed by the City Manager for fiscal year 2003 are necessary and in the public's interest, and

WHEREAS, by motion regularly passed, the Des Moines City Council scheduled a public hearing for November 13, 2003, to take public comment with respect to the proposed 2004 budget, and

WHEREAS, notice of the public hearing was given to the public in accordance with law and a public hearing was held on the 13th day of November, 2003, and all persons wishing to be heard were heard; now therefore,

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

Sec. 1. The findings set forth in the preamble to this ordinance are hereby adopted and incorporated by reference.

Sec. 2. Based on the findings adopted herein, the City Council temporarily suspends the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2004 budget might be inconsistent.

Sec. 3. The fund adjustments and transfers proposed by the City Manager for fiscal year 2003, which are incorporated in the preliminary budget for fiscal year 2004, are hereby authorized and approved by the City Council.

Sec. 4. Because the City's budget for fiscal year 2004 relies upon anticipated year-end fund balances or shortages derived from revenues collected and expenditures incurred in fiscal year 2003, the City Council hereby ratifies and confirms all revenues, from whatever source derived, and expenditures incurred by the City to the extent such revenues and expenditures are in accordance with the City's budget for fiscal year 2003 or any subsequent budget amendments formally approved by the City Council.

Sec. 5. The City Council hereby adopts, affirms and approves any and all revenues, from whatever source derived, and expenditures as referenced in the attached budget for fiscal year 2004.

Sec. 6. The final budget for the City of Des Moines' fiscal year 2004 is hereby adopted and approved in summary form as set forth in the attached Appendix "A", which is by this reference incorporated herein.

Sec 7. Severability - Construction.

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

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

Sec 8. Effective date. This ordinance shall take effect and be in full force (5) five days after its passage, approval and publication in accordance with law.

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

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published:

LEGAL NOTICE

SUMMARY OF ADOPTED ORDINANCE

CITY OF DES MOINES

ORDINANCE NO. _____, Adopted _____, 2003.

DESCRIPTION OF MAIN POINTS OF THE ORDINANCE:

This ordinance adopts the final budget for the City of Des Moines, Washington, for the fiscal year ending December 31, 2004, in summary form, ratifies and confirms revenues and expenditures previously implemented for fiscal year 2003, as such revenues and expenditures form the basis for development of the budget for fiscal year 2004, approves revenues and expenditures for fiscal year 2004, and temporarily suspends the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2004 budget might be inconsistent.

The full text of the ordinance will be mailed without cost upon request.

Denis Staab
City Clerk

Published: _____

DRAFT ORDINANCE NO. 03-307
APPENDIX A 2004 BUDGET

		Ending Fund			Beginning		
		Expenditure	Balance	Total	Revenue	Fund Balance	Total
ANNUAL APPROPRIATION FUNDS:							
001	General Fund	13,487,212	1,527,468	15,014,680	13,937,251	1,077,429	15,014,680
101	Street Fund	1,000,718	350,233	1,350,951	862,000	488,951	1,350,951
104	Revenue Stabilization Fund	-	1,283,503	1,283,503	19,000	1,264,503	1,283,503
105	Airport Defense Fund	-	145,784	145,784	2,150	143,634	145,784
106	Facility Repair and Replacement Fund	20,000	206,950	226,950	67,733	159,217	226,950
107	Police Drug Seizure Fund	32,790	9,530	42,320	30,150	12,170	42,320
110	Mt. Rainier Pool Contributors Fund	182,000	3,050	185,050	185,050	-	185,050
211	1995 GO Bond - Police Facility	579,938	14,307	594,245	579,938	14,307	594,245
212	LID Fund	25,446	596	26,042	7,000	19,042	26,042
216	1997 GO Bond - City Hall Remodel	130,748	33,256	164,004	130,748	33,256	164,004
218	1998 GO Park Land Acquisition	167,922	3	167,925	167,922	3	167,925
220	Debt Service Fund	2,050,442	-	2,050,442	2,050,442	0	2,050,442
401	Marina Revenue Fund	2,795,249	590,948	3,386,197	2,881,451	504,746	3,386,197
403	Marina Repair and Replacement	-	301,006	301,006	4,500	296,506	301,006
450	Surface Water Operations Fund	1,351,175	107,577	1,458,752	1,268,821	189,931	1,458,752
500	Equip Rental Operations	362,730	101,196	463,926	318,205	145,721	463,926
501	Equip Rental Replacement	433,560	811,882	1,245,442	294,775	950,667	1,245,442
510	Computer Equipment Operations Fund	166,952	12,869	179,821	163,450	16,371	179,821
511	Computer Equipment Capital Fund	47,800	112,401	160,201	98,644	61,557	160,201
520	Self-Insurance Fund	366,994	103,549	470,543	403,273	67,270	470,543
530	Unemployment Insurance Fund	20,000	273,129	293,129	25,000	268,129	293,129
	SUB-TOTAL	23,221,676	5,989,237	29,210,913	23,497,503	5,713,410	29,210,913
CONTINUING APPROPRIATION FUNDS (MEMO ONLY):							
102	Arterial Street Fund	15,127,341	1,025,756	16,153,097	12,487,362	3,665,735	16,153,097
310	Municipal Capital Improvements	1,769,258	67,765	1,837,023	1,383,661	453,362	1,837,023
404	Marina Depreciation & Improvement	2,542,742	1,761,081	4,303,823	458,578	3,845,245	4,303,823
451	Surface Water Capital Fund	6,097,317	739,271	6,836,588	6,192,900	643,688	6,836,588
	SUB-TOTAL	25,536,658	3,593,873	29,130,531	20,522,501	8,608,030	29,130,531
	TOTAL	48,758,334	9,583,110	58,341,444	44,020,004	14,321,440	58,341,444

Agenda of 11/20/03

NEW BUSINESS, ITEM #1

ACC Funding

There is no packet material for this agenda item.

