

AGENDA

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

Thursday, April 8, 2021 - 5:00 PM

NOTE: The City of Des Moines is currently operating under a Proclamation of Emergency issued on March 5, 2020 and Governor Inslee's Stay-at-Home order issued March 23, 2020 in response to the COVID-19 Pandemic. Accordingly, this meeting will be held virtually using Zoom.

Public Comment continues to be encouraged and will be accepted in the following manner:

- (1) In writing, either by email to the City Clerk's Office at <https://www.desmoineswa.gov/FormCenter/City-Forms-3/Council-Meeting-Comments-49> or by mail; Attn: City Clerk Office, 21630 11th Avenue S., Des Moines WA 98198 no later than **4:00 p.m. day of the meeting**. Please provide us with your first and last name and the city in which you live. Your full name and the subject of your public comment will be read into the record at the Council meeting. Incomplete forms will not be read into the record, however the full correspondence will be attached to the Council packet and uploaded to the website as part of the permanent record.
- (2) By participation via Zoom. If you wish to provide oral public comment please email the City Clerk's office at <https://www.desmoineswa.gov/FormCenter/City-Forms-3/Council-Meeting-Comments-49> no later than **4:00 p.m. day of the meeting** to receive your Zoom log-in and personal identification number. Please note that Zoom attendees do not interact with one another; they join in listen-only mode until it is their turn to address the Council.

City Council meetings can also be viewed live on Comcast Channel 21 or live streamed on the City's website at www.desmoineswa.gov.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC VIA ZOOM/WRITTEN PUBLIC COMMENT

CITY MANAGER REPORT

Item 6.1. GROWTH TARGETS UPDATE

MARINA MASTER PLAN

CONSENT CALENDAR

Item 7.1. APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through March 31, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#162199-162282	\$917,265.40
Voided Check	#162006	\$ (126.50)
Electronic Wire Transfers	#1656-1674	\$758,226.08
Payroll Direct Deposit	#110001-110140	\$374,729.81

Total Checks and Wires for A/P and Payroll: \$2,050,094.79

[Consent Item 1](#)

Item 7.2. RESOLUTION 21-022; TEMPORARY ROAD CLOSURE
AUTHORIZATION

Motion is to approve Draft Resolution 21-022, authorizing the Public Works Director to temporarily close City streets when necessary as a result of construction activities.

[Consent Item 2](#)

Item 7.3. VAN GASKEN PARK LANDSCAPE DESIGN – TASK ORDER
AMENDMENT

Motion is to approve a Formal Task Assignment 2020-02 Amendment 1 (Attachment 1) with KPFF Consulting Engineers in the amount of \$65,165.88 to complete the final design of the Van Gasken Park, and authorize the City Manager to sign the Assignment substantially in the form as attached.

[Consent Item 3](#)

Item 7.4. SEXUAL ASSAULT AWARENESS MONTH PROCLAMATION

Motion is to approve the Proclamation recognizing April as Sexual Assault Awareness Month.

[Consent Item 4](#)

Item 7.5. PARKS, RECREATION & SENIOR SERVICES (PRSS) PLAN UPDATE
– CONSULTANT CONTRACT WITH AHBL

Motion is to accept the AHBL contract in the amount of \$92,000 for the PRSS Master Plan Update, and authorize the City Manager to sign the contract substantially in the form as submitted.

[Consent Item 5](#)

Item 7.6. SURPLUS PROPERTY – VEHICLES

Motion is to adopt Draft Resolution No. 21-019 declaring certain Police Department vehicles identified in Exhibit A as surplus and authorize disposal of said surplus vehicles by sale, auction, or trade-in as provided in DMMC 3.108.050.

[Consent Item 6](#)

NEW BUSINESS

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10
Minutes

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

April 15, 2021 City Council Study Session

ADJOURNMENT

April 8, 2021**Auditing Officer Certification**

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

As of **April 8, 2021** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through March 31, 2021 and payroll transfers through March 19, 2021 included in the attached list and further described as follows:

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



Beth Anne Wroe, Finance Director

		# From		# To	Amounts
Claims Vouchers:					
Total A/P Checks/Vouchers		162199	-	162282	917,265.40
Voided Check		162006		162006	(126.50)
Electronic Wire Transfer		1656	-	1674	758,226.08
Total claims paid					1,675,364.98
Payroll Vouchers					
Payroll Checks	3/19/2021		-		
Direct Deposit		110001		110140	374,729.81
Total Paychecks/Direct Deposits paid					374,729.81
Total checks and wires for A/P & Payroll					2,050,094.79

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Resolution 21-022 –Temporary Road
Closure Authorization

ATTACHMENTS:

1. Resolution 21-022

FOR AGENDA OF: April 8, 2021

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 31, 2021

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal /s/ TG
- ☐ Finance _____
- ☐ Courts N/A
- ☐ Police N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: Michael Hsu

Purpose and Recommendation

The purpose of this agenda item is for the City Council to authorize the Public Works Director the authority to temporarily close streets within the City of Des Moines in a non-emergency situation for a time period greater than 24 hours to facilitate up-coming road construction projects. Staff recommends approval of the following motion:

Suggested Motion

Motion: “I move to approve Draft Resolution 21-022, authorizing the Public Works Director to temporarily close City streets when necessary as a result of construction activities.”

Background

Under Revised Code of Washington (RCW) 47.48.010, the governing body of a city is authorized to close a city street to travel by all vehicles or by any class of vehicles for such a definite period as it shall

determine. The purpose of this resolution would be to authorize the Public Works Director to approve closures as needed pursuant to specific noticing requirements.

During the Development Agreement negotiations with Sound Transit it was anticipated that there would be the need for multi-day closures of South 216th Street and Kent-Des Moines Rd periodically to facilitate certain phases of the light rail construction. In addition, the City came to an agreement with the Washington State Department of Transportation (WSDOT) on a yearlong closure of westbound traffic during the 216th bridge reconstruction phase of the SR-509 Project.

Discussion

While the Des Moines Municipal Code does speak to certain closure aspects within the City's right-of-way use permit approval process, staff determined that it was necessary to clarify the City's authorization for closures of City streets related to construction activities in non-emergency, planned activities. Resolution 21-022 provides the Public Works Director with the authority to close City streets beyond 24 hours when deemed necessary and with an approved right-of-way permit. The right-of-way permit will condition traffic detours and noticing requirements in order to provide the most appropriate notification to the public.

In the case of Sound Transit, while there are some short term (3-4 day) closures that were approved by the City Council in July 2018 through the Development Agreement process. One of the identified roadways, South 216th Street, was assumed to have a short term closure for the installation of the large box culvert/tunnel for the light rail under South 216th Street just prior to the bridge over I-5. Through discussions with the Sound Transit design build contractor Kewitt, it was requested that a longer term closure (up to 5 weeks) be employed to reduce the risk associated with the type of construction required for the culvert/tunnel as well as provide better quality control on the backfill materials which can pose long term risk to the City due to the potential for settlement.

If Draft Resolution 21-022 is approved, it would provide the Public Works Director the authority to extend the closure time and utilize the right-of-way permit to condition some comprehensive restoration requirements on South 216th Street. Additionally, the Resolution would provide flexibility to the Director to approve necessary closures that may arise with the SR-509 construction outside of the planned westbound yearlong closure of South 216th Street.

Financial Impact

None

Alternatives

The City Council may decline to pass the suggested motion.

Recommendation

Staff recommends Council pass the suggested motion.

CITY ATTORNEY'S FIRST DRAFT 03/29/2021

DRAFT RESOLUTION NO. 21-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing the Public Works Director to temporary close City streets as a result of construction activities.

WHEREAS, the City of Des Moines has a responsibility for the care, maintenance and repair of City streets including making improvements to the street when deemed necessary, and

WHEREAS, RCW 47.48.010 allows for the local governing body of a city to close the city street to travel by all vehicles or by any class of vehicles for such a definite period as it shall determine to be necessary, and

WHEREAS, the City's Public Works Director, has the appropriate education, experience, and is a State Licensed Professional Engineer making him/her qualified to make a street closure recommendation and decision, and

WHEREAS, the City has a Development Agreement with Sound Transit for the construction of a light railway through the City, and

WHEREAS, the City is engaged with a partnership with the Washington State Department of Transportation (WSDOT) for the purpose of extending State Route 509 to I-5 adjacent to the City, and

WHEREAS, to protect the public health and safety and properly construct City roadways impacted by these public works and others, it is necessary from time to time to temporarily close and restrict the movement of vehicles along the roads; now therefore,

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

Sec. 1. The City Council finds that the unrestricted use of vehicles along certain City of Des Moines roadways during construction and reconstruction potentially creates a traffic danger and hazard to the public and contractor(s).

Resolution No. ____
Page 2 Of 2

Sec. 2. The City's Public Works Director is authorized to make temporary street closures as necessary to protect the public during construction activity.

Sec. 3. Prior to closing any roadway in a non-emergency situation for an anticipated duration longer than 24 hours, the City Clerk shall publish in a newspaper of general circulation the dates of the closure. A similar notice shall be posted prior to the date of publication in a conspicuous place in advance of the physical closure location of the road(s).

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of April, 2021 and signed in authentication thereof this ____ day of April, 2021.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

Van Gasken Park Landscape Design – Task Order Amendment

FOR AGENDA OF: April 8, 2021

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

1. Task Order 2020-02 – Amendment 1 with KPFF Consulting Services
2. Task Order 2020-02 with KPFF Consulting Services
3. Park Concept Plan
4. Capital Improvement Project worksheet for the Van Gasken Park

DATE SUBMITTED: March 31, 2021

CLEARANCES:

☒ Community Development Susan M. Cey

☐ Marina _____

☒ Parks, Recreation & Senior Services Susan M. Cey

☒ Public Works R. B. Cey

CHIEF OPERATIONS OFFICER: Dip J. J.

☒ Legal /s/ TG

☐ Finance _____

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: Michael J. J.

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of a task order assignment amendment for the final landscape and platform design and permitting for the Van Gasken Park. The following motion will appear on the consent calendar:

Suggested Motion

Motion: “I move to approve a Formal Task Assignment 2020 -02 Amendment 1 (Attachment 1) with KPFF Consulting Engineers in the amount of \$65,165.88 to complete the final design of the Van Gasken Park, and authorize the City Manager to sign the Assignment substantially in the form as attached.”

Background

In early 2017, the City identified the Van Gasken property (402 S. 222nd St.) for acquisition in order to preserve the property, provide additional park and open spaces in the City in accordance with the

Comprehensive Plan, and to ensure that the site was not redeveloped in a manner that would further limit public access and views of Puget Sound. The City partnered with Forterra NW to purchase the property for \$1,190,000. The City was successful in securing grant funds from King County Conservation Futures (CFT) and the State of Washington Recreation and Conservation Office (RCO) for the total purchase price plus administrative costs. This allowed the City to conclude the partnership with Forterra NW, and the property is now owned solely by the City.

A cultural resources site evaluation, a condition of the RCO grant, was conducted and consultations with Native American tribes have taken place. The property has been covered with a geotextile fabric while a conceptual landscape plan was developed.

In early March 2020, the City shared the conceptual plan with RCO, the tribes, and the State's Office of Archaeology and Historic Preservation (DAHP) for their initial concurrence which they provided. As a requirement of reimbursement from the RCO grant, a tribal and DAHP approved Cultural Resources Management Plan (CRMP) is required as one of the task order deliverables. This CRMP will guide long-term management of cultural resources at the Van Gasken Park.

The City has been working with a consultant to produce a final park design and complete the CRMP this April. As a result of the grant the City was required to remove all structures on the property as well as provide two ADA parking stalls on-site. A revised conceptual plan (Attachment 3) illustrates the new platform/viewing deck that will be the centerpiece of the completed park. The new platform will provide a beautiful gathering space and feature outstanding views of the Marina and Puget Sound.

Discussion

The original design contract with KPFF (Attachment 2) did not include all of the provisions for structural design of the new platform, conversion of the garage slab to ADA parking, and complete the required permitting. With approval of this amendment, it is anticipated that the consultant will complete the design in April and the City would then be in a position to advertise for construction in May. The City has identified some of the necessary funding for construction (see Attachment 4), however, until the design is complete the actual construction costs are not known at this time.

Alternatives

None

Financial Impact

Funds for the Van Gasken Park project are allocated in the approved 2021 – 2026 Capital Improvement Plan. A budget amendment may be necessary based on the actual construction costs once bids are received.

Recommendation

Staff recommends approval of the motion.



Attachment #1

Formal Task Assignment Document

Task Number 02 Amendment 1

The general provisions and clauses of Agreement 19-159 shall be in full force and effect for this Task Assignment.

Location of Project: Des Moines, WA

Project Title: Van Gasken Final Design

Maximum Amount Payable Per Task Assignment: Time and materials not to exceed \$65,165.88

Completion Date: 12/31/2021

Description of Work:

(Note attachments and give brief description)

Refer to Exhibit A – Scope of Services

Refer to Exhibit B – Budget

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature:  _____ Date: 3.31.2021 _____

Agency Approving Authority: _____ Date: _____

EXHIBIT A

SCOPE OF SERVICES

Project Description

Task Order 02 included design services to develop the Van Gasken's property into a City park and provide full plans, specifications, and cost estimates to construct the project. This amendment is to add design services for additional work requested by the City. The following design elements have been added to the scope and are included as part of this amendment:

- Design a deck structure in the location of the existing house.
- Design and documentation necessary to demolish the existing house.
- Modify grading and site layout to include the deck structure.
- Add 2 ADA accessible parking stalls to the design
- Perform geotechnical investigations to analyze setback requirements for the deck from the slope and provide foundation design recommendations.
- Perform SEPA checklist documentation
- Provide archeological services for utility decommissioning and geotechnical sampling to ensure cultural resource permit requirements are met.
- Project management

PROJECT SCHEDULE

The project schedule will be amended to reflect the additional design elements and permitting tasks.

- 100% PS&E April 2021
- Bid Documents May 2021
- Permit Timeline May 2021
- Construction June/July 2021

Task 1: Project Management

Task 1 is supplemented with the following:

Due to an extended project schedule, additional project management effort is required to accommodate the modified project timeline. Initial scope and fee was based on a six to seven month project duration. Additional efforts shall include:

- Up to eight (8) additional Team Meetings
- Ongoing Project team and City coordination
- Additional Progress Reporting

EXHIBIT A

- Additional project schedule updating

Task 2: Plans Specifications & Cost Estimate (PS&E) Documents

2.1 90% Plans Specifications & Cost Estimate (PS&E) Documents

Task 2 is supplemented with the following:

2.1.1 90% Design Plans

Revise and update the 90% level design plans to contain the following additional sheets to incorporate the design requests for the deck, ADA parking, site plan and grading changes due to the deck design, and house removal.

- Deck Framing Plan
- Deck Finish Plan including decking boards, guardrail, and furnishings
- Deck Elevation and Sections
- Deck Details
- Railing & Bench Details
- Special Connections Details and Stepped Decking
- Updated grading and site layout Plans
- ADA parking Details
- Plans to include house demolition and site prep

2.1.2 90% Specifications

Specifications will be updated to include house demolition requirements to adhere to the Cultural Resource Management Plan (CRMP) and permit conditions. Special provisions for the composite deck and deck components will be incorporated into the specifications.

2.1.3 90% Cost Estimate

The Consultant will update the 90% design level cost estimate to include the new design elements such as the deck structure, house removal, and ADA accessible parking design.

2.2 100% Plans Specifications & Cost Estimate (PS&E) Documents

Incorporate the additional design elements listed in this amendment into the 100% PS&E documents.

Task 3: Environmental Permit Support

Task 3 is supplemented with the following:

The City of Des Moines is lead agency for the project and requests analysis suitable to make a SEPA threshold determination. They have requested that ESA provide the initial recommendation of SEPA Categorical Exemption status and to prepare a SEPA checklist for use in decision-making.

EXHIBIT A

Additionally, during the design process, the City has identified existing utilities, sewer and gas, within the Van Gasken property that will need to be decommissioned as a part of site preparation. The DAHP is requiring that archaeological survey be conducted at the planned utility decommissioning locations prior to decommissioning; this work will supplement archaeological work and reporting previously scoped under Task Order 02 of this contract.

Task 3.3: Project Management

This task includes communication with the City, as well as internal team communication and coordination. Work under this task will include up to two 1-hour virtual meetings with the City/KPFF. ESA will also maintain project schedule and budget.

Assumptions

- Up to 2 ESA staff will participate in each virtual meeting to discuss the SEPA checklist.

Task 3.4: SEPA Categorical Exemption Research

Research and provide recommendation for SEPA Categorical Exemption eligibility. If deemed eligible, provide a SEPA memo suitable for SEPA file purposes.

Deliverables

- Draft SEPA Categorical Exemption Memo (if eligible) or memo indicating why not eligible.

Assumptions

- Assume no change in project description.
- Assumes the buildings on the site are not listed as landmarked under local, regional, or federal guidelines. No additional analysis of the buildings will be required other than to provide responses in the SEPA checklist. If additional assistance is needed, a change in scope would be required.
- Client and KPFF will provide information on earth, stormwater, landscape plans, environmental health (Phase I Environmental site assessment of buildings scheduled and UST decommissioning), existing reports on cultural resource technical reports on the existing buildings, other pertinent construction information, and utilities.
- Assume deliverable will be in electronic format.

Task 3.5: Draft SEPA Checklist

Produce draft SEPA Checklist based on project description provided by client.

Deliverables

- Draft SEPA Checklist for client and team member review.

Assumptions

- Assume no change in project description.
- Assumes the buildings on the site are not listed as landmarked under local, regional, or federal guidelines. No additional analysis of the buildings will be required other than to provide responses in the SEPA checklist. If additional assistance is needed, a change in

EXHIBIT A

scope would be required.

- Client and team members will provide information on earth, stormwater, landscape plans, environmental health (Phase I Environmental site assessment of buildings scheduled and UST decommissioning), existing reports on cultural resource technical reports on the existing buildings, other pertinent construction information, and utilities.
- Assume deliverable will be in electronic format.
- Assume no modeling required for any element of the environment.
- Assume no additional technical reports will be required.
- Assume deliverable will be in electronic format.

Task 3.6 and 3.7: Final SEPA Checklist

Final SEPA Checklist

Integrate review comments from project team and produce final checklist for review and possible distribution depending on threshold determination.

Deliverable

- Final SEPA Checklist

Assumptions

- Assume no change in project description.
- Assume client will handle all distribution as appropriate.
- Assume deliverable will be in electronic format.
- Scope does not include assistance with public comment response or appeal assistance if the SEPA checklist is distributed for public comment.

Task 3.8: Archaeological Survey of Utility Decommissioning and Geotechnical Excavation Areas

Archaeological Survey

ESA will conduct survey work in advance of proposed utility decommissioning work within archaeological site 45-KI-449. ESA will excavate up to 21 shovel and auger probes during this phase according to methods specified in the Washington State Archaeological Site Alteration and Excavation Permit. This work supplements previously scoped survey for the cracking and removal of impervious surfaces that will be conducted as a part of demolition work within the Van Gasken property, as required by DAHP.

Deliverable

- Data from fieldwork will be incorporated into the previously scoped memo report for pre-demolition archaeological survey includes in Task Order 02.

Assumptions

- Work will be completed by a team of two over two consecutive 10-hour work days.
- The City or their designee will mark the needed excavation areas in order that a utility locate can be filed and the area needed for the utility decommission survey be identified.
- No intact portions of archaeological site 45-KI-449 will be identified.

EXHIBIT A

Task 4: Perspective Rendering

Prepare one (1) perspective rendering of the park to illustrate the removal of the existing house and the addition of a deck structure in its place.

Additional Sheets will include:

- Perspective rendering in .pdf format.

Task 5: Geotechnical

Geotechnical engineering services are requested to assess the proposed location of the deck foundations and any impacts to the current stability of steep slopes surrounding the Van Gasken Site located at Cliff Avenue S and 5th Avenue S in Des Moines, Washington. Our services are requested as part of a new task order for the 2020-2021 civil on-call engineering services executed between City of Des Moines and KPFF.

The purpose of our geotechnical engineering services is to review the results of our previous work completed at the site and the current plans, and to assess the subsurface conditions at the top of the slope as a basis for providing setback and design recommendations for the deck foundations. We propose to excavate shallow hand explorations, as practical, to confirm the consistency of the anticipated native glacial soils. Based on our discussions, we anticipate completing the following tasks:

Complete a geologic reconnaissance at the top of the slope to confirm the consistency of subsurface soil conditions. We understand an existing geotextile likely extends to near the crest of the slope, or at least to the landscaping row of shrubs. To protect cultural resources, removal or disturbance of the geotextile is not permitted. Our reconnaissance will be limited to observation of exposed soils at the top of the slope, and shallow probing/excavating where possible at the edge of the slope outside the geotextile (shallow excavations with hand tools to a depth of about 1 to 2 feet are anticipated). We will also assess near-surface soil exposures as possible, complete photographic documentation, and evaluate/document seepage or evidence of any existing slope movement.

Provide geotechnical recommendations for the deck foundations including allowable bearing pressures supported on fill and native soils, lateral resistance, and lateral pressures for retaining walls, as applicable.

Summarize our evaluation and conclusions in a technical memorandum including an assessment that the planned fill and deck foundations do not result in a decrease in current slope stability.

Our services will be provided on a time and expense basis in accordance with the attached schedule of charges. We estimate the fee for our services will be approximately \$4,200 in accordance with the attached breakdown.



Formal Task Assignment Document

Task Number 02

The general provisions and clauses of Agreement 19-159 shall be in full force and effect for this Task Assignment.

Location of Project: Des Moines, WA

Project Title: Van Gasken Final Design

Maximum Amount Payable Per Task Assignment: Time and materials not to exceed \$123,326.27

Completion Date: 10/1/2020

Description of Work:

(Note attachments and give brief description)

Refer to Exhibit A – Scope of Services

Refer to Exhibit B – Budget

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

EXHIBIT A

SCOPE OF SERVICES

Project Description

This task order will advance the preliminary design to develop the Van Gasken's property into a City park to full plans, specifications, and cost estimate (PS&E) to construct the project.

Anticipated Schedule

Notice to Proceed	May 2020
90% Design	June 2020
100% Design	July 2020
Bid Set	August 2020
Cultural Resources Management Plan	End of August 2020

Task 1: Project Management

The Consultant shall provide overall project administration and management for the duration of the project.

1.1 Preparation of Contract Documents, Invoices, and Progress Reports

A monthly invoice and progress report will be prepared and submitted to the City. The progress report will describe the work represented by the invoice being submitted and include percentage of completion and billings to date.

Each progress report shall include:

- A brief narrative describing work completed for the prior month for each Consultant task/subtask
- Project completion percentage
- Remaining budget

1.2 Coordination with City of Des Moines

KPFF will coordinate with the City to discuss project issues, schedule, progress, review comment resolution and general coordination of effort, as needed.

1.3 Coordination with Sub-Consultants

KPFF will perform general coordination and be the main point of contact for the multidiscipline team. KPFF will collect and disseminate information for the team.

KPFF will distribute create weekly or biweekly Project Updates via email, to keep the design team updated on on-going and upcoming tasks, coordination needs, upcoming submittal deliverables, etc. The City will be copied (cc:) on the update emails.

EXHIBIT A

1.4 Team Project Meetings

The Consultant shall coordinate, schedule, and participate in up to five (5) monthly project progress meetings which will last approximately one (1) hour each to discuss work progress, data needs, and other logistical coordination.

- The Consultant's Project Manager shall coordinate with the City's Project Manager to prepare the meeting agenda and to identify key Consultant staff who should participate.
- Meetings will be attended by up to three (3) Consultant staff including the Project Manager. Additional Consultant staff may be requested by the City to attend project meetings periodically, depending on specific disciplines to be discussed.
- Record, prepare, and distribute the meeting notes, including a list of action items.

Assumptions

- Monthly meetings will be conference call.
- Up to 2 in person meetings held at the City.

1.5 Estimated Project Schedule

A simple project schedule will be created identifying submittal dates, City review periods, and critical path decisions for the design phase of the project. The schedule will also include the primary tasks, durations and critical path tasks through the duration of project. Updates will be submitted, as necessary, during each PS&E submittal.

Assumptions

- Schedule will be a simplified excel version and will not be created in a Project.

1.6 Project QA/QC

KPFF will provide a project-wide QA/QC review for the project technical design and for preparation of the documents/deliverables submitted to the County and/or agencies. This review will include, but not be limited to, technical, constructability, contractibility and risk.

1.7 Submittal Package Compilation

KPFF will collect submittal documents from the rest of design team and will compile it into a single set of documents for each submittal (e.g. a single set of combined plans, specs, etc). Submittal documents will be posted on the KPFF Project Sharepoint site, with the exception of hardcopies, as noted in the scope below.

The full Contract Package (including Bid Documents, Contract Documents, Amendments, Special Provisions and Appendices) will be created. Project specifications will be prepared to supplement the 2020 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction. Other documents will be provided in conformance with the current WSDOT Local Agency Guidelines (LAG) Manual.

KPFF will provide the following:

- Amendments
- Division 1 - General Requirements, including applicable WSDOT General Special Provisions (GSP), APWA Special Provisions, and Project-Specific Special Provisions
- Technical Special Provisions (see tasks below)

EXHIBIT A

- Bid List

The City will be responsible for providing to KPFF the following sections for inclusion in the final document:

- Bid Procedures and Conditions
- Contract Forms
- Fill-ins for Division 1 General Special Provisions
- Any City GSPs
- Appendices

Assumptions

- Intermediate PS&E submittals (90, 100) will consist of PDFs
- Final (Issue for Bid) Submittals will be posted for on-line bidding (no more than 5 hardcopies required for delivery to the City).

Deliverables

- Monthly Invoices (6), including a progress report outlining completed tasks, project completion percentage, and budget remaining. Copies of sub-consultant contract agreements and invoices can be provided, if requested.
- Monthly Project Updates via email (on-going and upcoming tasks, coordination needs, upcoming submittal deliverables, etc).
- Meeting Agendas and Notes.
- Project Schedule and updates.

Task 2: Plans Specifications & Cost Estimate (PS&E) Documents

2.1 90% Plans Specifications & Cost Estimate (PS&E) Documents

Prepare 90% PS&E documents (plans, specifications, & cost estimate) that are necessary to refine the Concept Plan. The 90% PS&E documents will be used for constructability review and City staff review. Civil engineer and landscape architect will attend one (1) meeting with City staff to review City comments and discuss the PS&E.

2.1.1 90% Design Plans

The 90% level design plans will contain the following anticipated sheets list:

- Cover Sheet including Vicinity Map and Drawing Index (1)
- Legend and abbreviations (1)
- Site Preparation Plan (1)
- Site Plan (1)
- Site Grading Plan (1)
- Site Plan Details (3)
- Landscaping Plans and Details (5) - to include site furnishings and hardscape layout, planting, and irrigation drawings.
- Temporary Erosion and Sediment Control Plan (1)

EXHIBIT A

Deliverables

- 90% Design Plans – 11x17 PDF format.
- Responses to City and stakeholder review comments

2.1.2 90% Specifications

The Consultant team will prepare draft specifications based on the 90% plans including identification of General Special Provisions and Project Specific Special Provisions. Specifications will be based on the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction 2020 edition.

Deliverables

- Special Provisions construction specifications in word format.
- Responses to City and stakeholder review comments

2.1.3 90% Cost Estimate

The Consultant will develop and produce a 90% design level cost estimate.

Deliverables

- 90% design level cost estimate – PDF format.
- Responses to City and stakeholder review comments

2.2 100% Plans Specifications & Cost Estimate (PS&E) Documents

Revise plans, specification, and cost estimates as necessary to refine the PS&E documents and provide a complete set of PS&E documents.

2.2.1 100% Design Plans

The team shall respond and incorporate 90% review comments, and advance project design to a 100% level.

Deliverables

- 100% Design Plans – 11x17 PDF format.
- Responses to City and stakeholder review comments

2.2.2 100% Specifications

The Consultant team will incorporate 90% City review comments and advance specifications to a 100% level.

Deliverables

- Construction specifications in word format.
- Responses to City and stakeholder review comments

2.2.3 100% Cost Estimate

The Consultant will develop and produce a 100% design level cost estimate.

EXHIBIT A

Deliverables

- 100% design level cost estimate – PDF format.
- Responses to City and stakeholder review comments

2.3 Bid Set Plans Specifications & Cost Estimate (PS&E) Documents

Revise plans, specification, and cost estimates as necessary to refine the PS&E documents and provide a complete set of bid ready PS&E documents.

2.3.1 Bid Set Plans

The team shall respond and incorporate 100% review comments, and advance project design to a bid ready level.

Deliverables

- Bid Set Design Plans – 22x34 PDF format.

2.3.2 Bid Set Specifications

The Consultant team will incorporate the 100% City review comments and advance specifications to bid set level.

Deliverables

- Bid Set Construction Specifications – PDF format

2.3.3 Bid Set Cost Estimate

The Consultant will develop and produce a bid set level cost estimate.

Deliverables

- 100% design level cost estimate – PDF format

2.4 Basis of Design Report

The Consultant shall prepare a basis of design documenting design decisions and key assumptions in coordination with the City. Stormwater design will not be required as part of this project. A brief stormwater report documenting stormwater requirements will be included as an appendix to the Basis of Design (BOD) report. A draft version of the BOD report will be submitted at 90% for City review. A final BOD report will incorporate City review comments and be submitted with the final bid set package.

Deliverables

- 90% BOD Report – PDF format
- Bid Set BOD Report – PDF format
- Responses to City and stakeholder review comments

Assumptions

EXHIBIT A

- City will lead and perform all environmental and permit tasks for the project.
- City will coordinate and obtain all local City permits required for this project.
- Stormwater thresholds will not be met by this project and flow control and water quality treatment facilities will not be required. A brief report will be created to document stormwater requirements.
- Preparation of Right of Way Plans is not anticipated and has not been included in this scope/fee.
- Design plans will adhere to City CAD standards and title blocks. City to provide standards and title block drawing to Consultant.
- CAD files will be created using AutoCAD and Civil3D 2018.
- The City will distribute submittals to the City's project team and project stakeholders for review and comment. The City will compile all comments received into one document at each milestone (90%, 100%) and return to the Consultant for response. The City will coordinate and distribute comment responses to stakeholders.
- Review comments from the City will be incorporated into the subsequent design submittal. A final deliverable package incorporating comments will not be created at each submittal, but will be included in the subsequent submittal.
- WSDOT Standard Specifications for Road, Bridge, and Municipal Construction 2020 will be used.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, the Consultant shall have no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate project cost or schedule. The Consultant, therefore, shall not warranty that the actual project costs, financial aspects, economic feasibility, or schedules shall not vary from Consultant's opinions, analyses, projections, or estimates.
- Budget-level cost estimates shall include appropriate contingency factors to account for project uncertainties that cannot be explicitly accounted for at the project's various engineering stages. Risks that have been identified shall be listed along with potential cost and schedule impacts.
- The effort to prepare quantities for the estimate unit cost items and lump sums shall be provided under the respective design discipline task using the City's standard measurements.
- All "soft costs" to be included within the cost estimate, such as City procured items, and City self-preformed work will be provided to the Consultant two weeks before the estimate due date.
- The Consultant shall not prepare quantity tabulation sheets.
- Quantities shall be developed from engineered drawings to the maximum extent feasible.

EXHIBIT A

- The City will be responsible for providing to KPFF the following section for inclusion in the final bid set document:
 - Bid Procedures and Conditions
 - Contract Forms
 - Fill-ins for Division 1 General Special Provisions
 - Any City GSPs
 - Appendices
- City will advertise project for bid.
- City will respond to bidder questions and create bid package addendums.
- Graphics and presentations for public input and council/commission meetings are not included. These can be provided as additional services.
- Graphic and written content for interpretive sign panels are not included. These can be provided as additional services.

Task 3: Environmental Permit Support

3.1 Environmental Permit Support

The Project Area is with the bounds of archaeological site 45-KI-449, which contains archaeological resources that are protected under Washington state law (RCW 27.53). An Archaeological Site Alteration and Excavation Permit must be obtained from the Washington Department of Archaeology and Historic Preservation before any work that would “remove, alter, dig into, or excavate by use of any mechanical, hydraulic, or other means, or to damage, deface, or destroy any historic or prehistoric archaeological resource or site, or remove any archaeological object from such site” (RCW 27.53.060).

Consultant will prepare and submit Archaeological Site Alteration and Excavation permit application. The Consultant will designate a Professional Archaeologist to be co-applicant along with a representative designated by the City. It commonly takes up to 60 days between submission of the permit application and receipt of the permit. The permit application will include methods for conducting 1) archaeological monitoring and inspection during removal of small test areas of impervious surfaces (e.g., driveway, garage floor) during design, 2) archaeological monitoring during construction. Item 2 may require consultation between Consultant and design team.

Consultant will have a qualified archaeological monitor present during preparation and removal impervious surface test areas, and will assess the presence and potential of archaeological resources and/or human remains beneath impervious surfaces. The Consultant will notify RCO, DAHP and Tribes in advance of this work. The Consultant assumes the testing will take two days. The Consultant will prepare a brief memorandum regarding the results of the impervious surface testing.

Deliverables

- Draft Archaeological Site Alteration and Excavation Permit application and Archaeological

EXHIBIT A

Resources Monitoring Plan (for attachment to permit) (for review by City).

- If needed, one round of permit application revisions in response to RCO comments.
- If needed, one round of permit application revisions in response to DAHP, Tribal and other reviewer comments.
- Impervious surface test notification to RCO, DAHP and Tribes.
- Draft impervious surface test results memorandum (for review by City).
- Final impervious surface test results memorandum (for distribution to DAHP).

Assumptions

- City will provide evidence of financial/institutional commitment to fulfilling the terms of the Archaeological Site Alteration and Excavation Permit as part of the permit application.
- Discovery and resolution of human remains is not within this scope.
- No archaeological resources will be collected.
- Impervious surface testing cannot proceed until DAHP has issued the Archaeological Site Alteration and Excavation Permit.
- No work regarding the existing residence will be performed as part of this scope.
- Test sections of impervious surfaces will be saw cut by a third-party.

3.2 Cultural Resources Management Plan

As part of its grant funding of the Project, RCO is requiring the City to prepare a cultural resources management plan (CRMP) to guide long-term management of cultural resources at Van Gasken Park. In cooperation with the City, RCO, DAHP and Tribes, the Consultant will identify cultural resources issues and goals in relation to future use and maintenance of Van Gasken Park once the park has been developed. Consultant will prepare a CRMP.

Deliverables

- 1st Draft CRMP for review by City.
- 2nd Draft CRMP for review by City and RCO.
- 3rd Draft CRMP for review by City, RCO, DAHP and Tribes.
- 4th Draft CRMP for review by City, RCO, DAHP and Tribes.
- Final CRMP for adoption by City.

Assumptions

- Consultant will attend up to two meetings with City to identify City goals and issues for operation and maintenance of Van Gasken Park. Each meeting will last up to 2 hours, with up to 2 hours of round-trip travel.
- Consultant will attend up to two meetings with City, RCO, DAHP and Tribes to identify goals and issues for preservation and protection of cultural resources. Each meeting will last up to 2 hours, with up to 2 hours of round-trip travel.
- A state regulatory nexus will apply; no federal regulatory nexus will apply, and no Section 106 Memorandum of Agreement or Programmatic Agreement will be required.
- RCO will lead government-to-government consultation.

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Van Gasken Park

Overlook Deck

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Attachment #4

The Van Gasken Park

Project # 310.067

TOTAL PROJECT SCOPE				Annual Allocations									
Expenditure Categories	Adopted Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/19	Project Year to Date 12/31/2020	Project Life to Date 12/31/2020	Plan Year 2020	Project Year to Date 3/1/2021	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025
Design													
External Engineering				37,636.11	107,455.27	145,091.38		1,540					
Internal Engineering/Project Mgmt				1,926.27	740.17	2,666.44		617					
Permits				3,342.69	-	3,342.69		-					
Total Design	163,000	(95)	162,905	42,905.07	108,195.44	151,100.51	120,000	2,157	-	-	-	-	-
Prop/ROW/Easements													
Internal Engineering				5,169.98	-	5,169.98		-					
Other Professional Services				68,257.50	675.00	68,932.50		-					
Environmental				7,590.98	-	7,590.98		-					
Land				1,437,623.48	-	1,437,623.48		-					
Other Miscellaneous				3,250.00	-	3,250.00		-					
Total Prop/ROW/Easements	1,522,000	(108)	1,521,892	1,521,891.94	675.00	1,522,566.94	-	-	-	-	-	-	-
Construction													
Internal Engr-Proj Mgmt/Inspect				569.44	1,467.56	2,037.00		546					
Other Miscellaneous				700.00	-	700.00		-					
Interfund Financial Services				15,425.36	1,199.02	16,624.38		-					
Non-Capitalizable Services				634.71	9,564.38	10,199.09		-					
Total Construction	914,000	1,330	915,330	17,329.51	12,230.96	29,560.47	298,000	546	600,000	-	-	-	-
Project Contingency	2,000	(2,000)	-	-	-	-	-	-	-	-	-	-	-
Total Project Expenditures	2,601,000	(873)	2,601,127	1,582,126.52	121,101.40	1,703,227.92	418,000	2,702	600,000	-	-	-	-
Funding Sources													
One Time Tax	227,000	7	227,007	227,007.00	-	227,007.00	-	-	-	-	-	-	-
CFT Grant (Secured)	594,000	-	594,000	594,000.00	-	594,000.00	-	-	-	-	-	-	-
RCO Grant (Secured)	685,000	-	685,000	-	553,873.42	553,873.42	685,000	-	-	-	-	-	-
Park In Lieu	324,000	210	324,210	636,210.28	(308,971.04)	327,239.24	(312,000)	-	-	-	-	-	-
State of Washington Grants (Unsecured)	500,000	-	500,000	-	-	-	-	500,000	-	-	-	-	-
Interfund Loan	-	-	-	125,000.00	(125,000.00)	-	(125,000)	-	-	-	-	-	-
King County Park Levy	271,000	-	271,000	-	1,108.26	1,108.26	171,000	-	100,000	-	-	-	-
Total Project Funding	2,601,000	217	2,601,217	1,582,217.28	121,010.64	1,703,227.92	419,000	-	600,000	-	-	-	-

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Sexual Assault Awareness Month
Proclamation

FOR AGENDA OF: April 8, 2021

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: March 25, 2021

CLEARANCES:

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

ATTACHMENTS:

1. Proclamation

Purpose and Recommendation

The purpose of this agenda item is to show Council support and proclaim the month of April as Sexual Assault Awareness Month.

Suggested Motion

Motion 1: "I move to approve the Proclamation recognizing April as Sexual Assault Awareness Month."

Background

Sexual Violence is a widespread problem that affects people of all genders, ages, races, religions, incomes, professions, ethnicities and sexual orientations.

Founded by the Pennsylvania Coalition against Rape in 2000, the National Sexual Violence Resource Center (NSVRC) develops and disseminates resources regarding all aspects of sexual violence prevention and intervention.

In King County 7,152 adults and children received specialized assistance from organizations with programming for sexual assault victims in 2020.

Sound Cities Association, along with the Mayors from member cities to join in the pledge recognizing the month of April as Sexual Assault Awareness Month.

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City of Des Moines

ADMINISTRATION
21630 11TH AVENUE SOUTH, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D.: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, In Washington State, 45% of women and 22% of men report having experienced sexual violence in their lifetime, and

WHEREAS, Rape is among the most underreported crimes for reasons that include victim's fear of being disbelieved or further traumatized within systems designed to support them. Additional barriers, such as language, immigration status, gender bias, and systemic racism further oppress and silence victims, and

WHEREAS, Individual and community impacts of sexual violence are rooted in and compounded by racial, gender, sexual orientation and other forms of oppression. Black, Indigenous and other people of color; people living in poverty; LGBTQ people; elders; people with disabilities and other people targeted by oppression are affected by sexual violence in significant and complex ways; and

WHEREAS, Statewide, 29% of the survivors who were supported by a community sexual assault organization identified as Black, Indigenous and people of color in 2019; and

WHEREAS, King County is home to many organizations that provide culturally- and linguistically-specific services for survivors from various racial, ethnic, faith, and cultural communities, survivors who are immigrants and refugees, survivors who are LGBTQ, and survivors with disabilities. These culturally-specific services are critical to effectively respond to the specific needs and barriers many survivors face; and

WHEREAS, Negative impacts of sexual violence trauma on women, men, children and youth include fear, concern for safety, symptoms of post-traumatic stress disorder, injury, and missed work or school; and

WHEREAS, Working together as a community, we can alleviate the trauma of sexual violence by ensuring supportive resources are available to all survivors, while standing up to harmful attitudes and behaviors that contribute to sexual assault; **NOW THEREFORE**

THE DES MOINES COUNCIL HEREBY PROCLAIMS the month of April as

SEXUAL ASSAULT AWARENESS MONTH

in the City of Des Moines, and encourages all citizens to join advocates and communities across the country in taking action to prevent sexual violence.

SIGNED this day 8th day of April, 2021

Matt Pina, Mayor

The Waterland City

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: PRSS Master Plan Update –
Consultant Contract with AHBL

ATTACHMENTS:

1. PRSS Master Plan Update Contract –
AHBL
2. Scope of Services - AHBL

FOR AGENDA OF: April 8, 2021

DEPT. OF ORIGIN: Parks, Recreation and Senior
Services

DATE SUBMITTED: April 1, 2021

CLEARANCES:

- ☐ Community Development _____
- ☐ Marina _____
- ☒ Parks, Recreation & Senior Services *Susan M. Cize*
- ☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal /s/ TG
- ☒ Finance *Christine Wilson*
- ☐ Courts _____
- ☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *Michael Vaca*

Purpose and Recommendation

The purpose of this agenda item is to request City Council approval of the contract with AHBL for consultant work on the Parks, Recreation and Senior Services Master Plan Update, 2022-2026. The Master Plan was last updated in 2016, and is required to be updated every six years in order to maintain grant eligibility for state funds in certain funding categories, including local parks.

Suggested Motion

Motion: "I move to accept the AHBL contract in the amount of \$92,000 for the PRSS Master Plan Update, and authorize the City Manager to sign the contract substantially in the form as submitted."

Background:

The current Parks, Recreation and Senior Services Master Plan was adopted in 2016. In order to maintain State grant eligibility, the plan is required to be updated every six years. A robust public involvement program will be included in the plan update to assure that the plan update is responsive to the needs of the City's changing demographics. Both the Municipal Facilities and Economic Development Committees have been briefed on the plan update, and will receive periodic updates. The City Council will make policy decisions related to the ultimate content of the plan.

To select the consultant, three responses were received to a Request for Qualifications (RFQ), and AHBL was selected through a committee review of the responses.

Discussion:

In 2016, the City completed and passed by ordinance the City's 2016-2021 PRSS Master Plan. The City is now preparing for the State-required review and update of the Master Plan due on or before December 31, 2021.

The Master Plan update is intended to incorporate changed conditions since the last update in 2016 and respond to community needs and input. As an update, this project is intended to build on and utilize information from the current plan. The plan must continue to meet the planning requirements of the State of Washington Recreation and Conservation Office (RCO). We also intend to increase plan functionality by editing for brevity and clarity.

The Master Plan contains a number of required elements in accordance with State guidance. These include the following elements:

1.0 Goals and Objectives

Update the goals and objectives to incorporate changed conditions and respond to Council and public input.

2.0 Inventory

Review past plan inventory and update for changes since 2016. For example, several new properties have been acquired, and will be added to the inventory.

2.0 Public Participation

Des Moines is committed to providing opportunities for public participation in the plan update. To accomplish this, a variety of communication tools will be utilized to inform the public and encourage participation, which may include the following: internet surveys, booth at Farmer's Market or other locations, youth engagement, and interviews. In order to receive input from a wide variety of residents, an emphasis will be made on ways to facilitate input from youth, culturally diverse and underserved populations who have traditionally not engaged in planning processes. Public involvement will need to take into consideration limitations related to the pandemic and the timing of the plan update.

4.0 Demand and Need Analysis

Des Moines is dedicated to providing recreational opportunity for everyone. The demand analysis in the current plan will be reviewed and updated with an emphasis on responding to changing demographics. Inputs may include: current levels of participation, anticipated changes based on trends, capacity with current inventory, public satisfaction, strengths and weaknesses of our current parks and trail system, and access.

5.0 Capital Improvement Program

Update the Capital Improvement Program to be consistent with the current City adopted CIP. For example, removing completed projects and adding additional projects to respond to new acquisitions.

Alternatives:

Reject contract. (Not recommended).

Financial Impact:

The PRSS Department anticipated that the plan update would be completed in house with the City's previous Recreation Manager taking the lead role. With the departure of the Recreation Manager, resources are not available to complete the update in house. Due to the current vacancy of the position, funds are available to seek consultant assistance using the salary savings from the vacant position. Depending upon decisions related to recreation programs and staffing, it's possible that a budget amendment will be brought forward for a portion of the total cost of \$92,000.

Recommendation:

Staff recommends approval of this contract and scope of work as presented.

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CONSULTANT SERVICES CONTRACT between the City of Des Moines and AHBL

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and [AHBL] organized under the laws of the State of [Washington, located and doing business at 1200 6th Ave, Suite 1620, Seattle, WA 98101] (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

Task 1: Project Kickoff, Data Collection and Analysis
Task 2: Public Engagement
Task 3: Prepare Draft PRSS Plan
Task 4: Prepare Final PRSS Master Plan
Task 5: Plan Approval and Adoption
Task 6: Other Services

Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2021.

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed \$92,000 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit A for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to control and direct the performance and details of its work; however, the City shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

V. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Consultant determines, for any reason, that a change order is necessary, Consultant must submit a written change order request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Consultant knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Consultant's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Consultant on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Consultant shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Consultant fails to require a change order within the time specified in this paragraph, the Consultant waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Consultant disagrees with the equitable adjustment, the Consultant must complete the change order work; however, the Consultant may elect to protest the adjustment as provided in subsections A through E of Section VI, Claims, below.

The Consultant accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Consultant as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VI. CLAIMS. If the Consultant disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Consultant may file a claim as provided in this section. The Consultant shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Consultant knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Consultant unless a

timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Consultant's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Consultant's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Contract that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Consultant is asserting a schedule change or disruption.
- B. Records. The Consultant shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Consultant's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Consultant's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Consultant also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Consultant completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VII. LIMITATION OF ACTIONS. CONSULTANT MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONSULTANT'S ABILITY

TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

VIII. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

IX. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

X. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'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 shall survive the expiration or termination of this Contract.

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

No Limitation. Consultant's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Consultant to the coverage

provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance: Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions.

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

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

E. Verification of Coverage Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not

necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contract before commencement of the work.

F. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

G. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

XII. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Contract.

XIII. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

XIV. CITY'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XV. WORK PERFORMED AT CONSULTANT'S RISK. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant

shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XVI. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive 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 JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. 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.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Contract, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section X of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of this Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Consultant.

F. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

G. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

I. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

J. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONSULTANT:	CITY OF DES MOINES:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: <u>Michael Matthias</u>
Its _____ (Title)	Its <u>City Manager</u> (Title)
DATE: _____	DATE: _____
	Approved as to form: _____

CONSULTANT SERVICES CONTRACT 8
(Various)

	City Attorney DATE: _____
--	------------------------------

NOTICES TO BE SENT TO:**CONSULTANT:**

Wayne Carlson]
AHBL
1200 6th Ave. Suite 1620
Seattle, WA 98101
206-267-2425 (telephone)
206-267-2429 (facsimile)

NOTICES TO BE SENT TO:**CITY OF DES MOINES:**

Kyle Ehlers, Assistant Recreation Manage
City of Des Moines
21630 11th Avenue S., Suite A
Des Moines, WA 98198
[Insert Telephone Number] (telephone)
[Insert Fax Number] (facsimile)

EXHIBIT A

**DES MOINES PARKS, RECREATION, AND SENIOR SERVICES (PRSS) MASTER PLAN
SCOPE OF WORK**

TASK 1: PROJECT KICKOFF, DATA COLLECTION, AND ANALYSIS

Task 1 activities are focused on gathering all of the relevant information to understand current parks, recreation, and open space conditions that may have changed since the last update of the City's Parks, Recreation, and Senior Services (PRSS) Master Plan. The project kickoff, data collection, and existing conditions analysis will be conducted virtually, dependent on COVID-19 phasing and safety protocol recommendations.

A. Project Kickoff Meeting/Work Session

To commence the project, AHBL and City staff will conduct a kickoff meeting to confirm the project scope, schedule, and budget. During this meeting, we will discuss specific public involvement and the City's priorities for future parks, recreation, and senior services (PRSS).

B. Facilities Inventory

AHBL staff will prepare an inventory of existing facilities for the PRSS Master Plan. The initial basis for the inventory will be the City's existing 2016 PRSS Master Plan and will be supplemented with improvements that may have been constructed since the plan was adopted.

C. Data Collection & Existing Conditions Analysis

With the assistance of the City's project manager, AHBL staff will assemble all relevant City plans, documents, maps, and studies. Information will include, but is not limited to:

- Existing PRSS Master Plan, City Comprehensive Plan, City demographic information;
- Facilities inventory of existing City parks and recreation facilities
 - Plans of existing City parks (as-builts or other drawings);
 - Plans of existing City recreational and senior services facilities (as-builts or other drawings);
 - GIS maps of Parks, Recreation, & Open Space facilities;
- Example interlocal agreements with the school district and others;
- Vendors and services provided;
- Annual maintenance schedule;
- Parks & Recreation staffing numbers (i.e., # of staff in seasonal maintenance, administration, etc.);
- Public art inventory;
- Recreation and cultural program locations, frequency, and schedule;
- Photos of each park, open space, trail and senior services facility that showcase its best feature/use; and
- Local trends/user data in participation and use of existing facilities.

This information will serve as the basis for documenting the City's existing parks, trails, and open space system as well as its programming. AHBL staff will tour existing City facilities where significant improvements and investments are anticipated to occur within the next six years. AHBL will document existing conditions in these parks.

D. City Staff Meetings/Interviews

AHBL will interview City staff to identify system and park site- specific issues and concerns that should be addressed as a part of the PRSS Master Plan update. AHBL will meet with staff to discuss modifications and updates to level of service standards, identify deficiencies, maintenance issues and concerns, and identify renovation goals and needs.

Task 1 Deliverables

- Project schedule
- Tabular inventory of assets at each City park and facility
- Written notes from City staff interviews

TASK 2: PUBLIC ENGAGEMENT

The Recreation and Conservation Office (RCO) has an expectation that the public and stakeholders will help shape the contents of the plan. The City of Des Moines also aspires that the PRSS Master Plan update will include robust public involvement, with an emphasis on engaging all facets of the Des Moines community. In addition, we acknowledge the challenges posed by the COVID-19 pandemic in conducting community outreach. As such, our approach to this task will be flexible to respond to changing conditions, with a goal to return to in-person activities as soon as the pandemic and State allow.

A. Public Engagement Strategy

Based on feedback from City staff provided at the project kickoff meeting, AHBL will prepare a Public Engagement Strategy that will serve as the roadmap for planned public involvement for the PRSS Master Plan update. The Public Engagement Strategy will include methods for soliciting feedback from stakeholders and may include some or all of the following methods:

- Preparation of a statistically valid survey which will be disseminated to households in the City of Des Moines;
- Stakeholder interviews, which may include representatives from athletic organizations and youth groups;
- Farmers' Market Booths/Listening Posts which will provide an opportunity to meet on-site at the City's parks while socially distancing;
- Public workshops/open houses, to be held in-person or virtually as the pandemic and restrictions on in-person gatherings allow;
- Social media posts advertising public workshops/open houses;
- Graphic material for printing and posting at parks and recreation sites throughout the City notifying users of the PRSS Plan update and soliciting responses to the community survey; and
- Outreach to park users through the Highline School District to encourage youth participation in the survey, listening posts, and open houses.

The Public Engagement Strategy will focus on ensuring that the City's diverse population has access to park materials. At the direction of City staff, we can provide translations of materials and noticing in residents' native languages.

B. Prepare Survey Questionnaire

Our project partner, the ETC Institute, will prepare questions for inclusion in a statistically valid survey for the City's review. ETC will disseminate the survey to households in the City of Des Moines by mail, following up with a phone call to ensure the targeted number of responses are received. AHBL and ETC will compile the results of the survey for the City's review and inclusion within the updated PRSS Master Plan.

Task 1: Design the Survey and Prepare the Sampling Plan. Task 1 will include the following services:

- We will work with City staff to develop the content of the survey. ETC Institute will meet by phone or Microsoft Teams/Zoom with AHBL and the City to discuss the goals and objectives for the project. To facilitate the survey design process, ETC Institute will provide sample surveys created for similar projects. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the City. The survey will be up to 6 pages in length.
- Participating in meetings by phone to develop the survey.
- Conducting a pilot test of the survey to ensure the questions are understood by residents. Based on the results of the pilot test, ETC Institute will recommend changes (if needed) to the survey.
- Selecting a random sample of residents to be contacted for the survey. The sample will be address-based

Task 2: Administer the Survey. Task 2 will include the following services:

- ETC Institute will administer the survey by a combination of mail, Internet and phone.
- ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of households in the City. Only one survey per household will be sent. Postage-paid envelopes will be provided by ETC Institute for each respondent. The City will provide a cover letter for the mailed survey. The cover letter will contain a link to an online version of the survey. Residents who receive the survey will have the option of returning the printed survey by mail or completing it on-line.
- Approximately 7-10 days after the surveys are mailed, ETC Institute will follow-up via e-mail and/or phone with households that received a mailed survey. ETC Institute will continue following up with households until reaching the targeted number of completed surveys:
 - A sample of 400 completed surveys. A sample size of 400 completed surveys will provide results that have a margin of error of +/-4.9% at the 95% level of confidence at the City level.
- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to age, geographic dispersion, gender, race/ethnicity and other factors.

Task 3: Analysis and Final Report. AHBL and ETC Institute will submit a final report to the City. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of the survey methodology and a description of major findings.
- Charts and graphs that show the overall results of each question on the survey.
- Benchmarking analysis showing how the City compares to other communities.

- Priorities-Investment Rating analysis that will identify the facilities and programs that should receive the highest priority for investment from the City.
- Cross-tabulations that show the results for key demographic group, and other variables as desired by the City
- Tabular data that shows the results for each question on the survey, including open ended questions.
- A copy of the survey instrument

C. Stakeholder Interviews

We will perform stakeholder interviews as a means of soliciting feedback as the plan is being prepared. Common stakeholders have included representatives of private youth sports leagues, representatives from the school district, and users of the parks and community center. AHBL would facilitate interviews with 3-5 stakeholders identified in conjunction with the City about their use of the City's parks and recreation services. These interviews are anticipated to occur virtually over Zoom.

D. Farmers' Market Booth/Listening Posts

We have had success utilizing a booth at the City's weekly Farmers' Market to advertise the City's SMP Periodic Update and answer questions about the process. We assume that starting in June, some socially distanced, outdoor activities would be permitted and would provide a great opportunity to meet park users where they are and to get the word out about the PRSS Master Plan update. We would propose setting up a booth at the Farmers' Market or local parks of interest 1 time per month from June – August.

E. Public Open Houses

AHBL will facilitate two public open house meetings to solicit input from the general public. One open house will be to gain initial direction on needs and desires for future improvements and programming for parks and recreation sites. A second open house will be to present the draft PRSS Plan to the public for review and comment. AHBL staff will prepare PowerPoint presentations, boards, handouts, and other meeting collateral necessary to facilitate the open houses.

Task 2 Deliverables

- Public Engagement Strategy
- City-approved survey instrument that is the basis for the survey.
- Overall results for each question on the survey.
- Survey findings report in an electronic format. The raw data in an Excel database, or other format will also be provided to the City.
- Tabular inventory of assets at each City park and facility
- Written notes from stakeholder interviews
- Public engagement boards, PowerPoint presentations, and other meeting collateral associated with public open houses
- Notes from public comment

TASK 3: DRAFT PRSS PLAN

This phase of work involves preparing the draft PRSS Master Plan including all related maps, graphics, and narrative descriptions.

A. Executive Summary

AHBL staff will prepare an executive summary of the 2021 PRSS Master Plan update. The executive summary will summarize the City's objectives, goals, a summary of the needs assessment, and implementation.

B. Existing Conditions

AHBL staff will update and/or prepare revisions and additions to Section 1 of the City's 2016 PRSS Master Plan. The inventory will include a description of the parks, trails, open space, school district recreation resources, state & private facilities, and a summary of senior services programs. AHBL will update the facilities map as well as existing pedestrian and bicycle facilities map to include additional parks and trails that have been acquired or constructed since the last plan update.

AHBL staff will update the population and demographics information based on information gathered from City staff, the Office of Financial Management (OFM), and the other sources to describe changes in the demographic profile in the City since the adoption of the plan.

AHBL will also provide a summary of the Parks, Recreation and Senior Services adopted 6-year CIP with a map of planned improvements.

C. Needs Assessment

AHBL will prepare an update to the Needs Assessment based on review of the City's changing demographics, and results from public outreach including responses to the community survey. This section will be updated to reflect current levels of participation (both pre- and post-COVID, as the survey will be formatted to ask about park and recreation service usage prior to and during the pandemic), capacity, public satisfaction with City park and recreation services, anticipated changes based on trends, and recommendations for improved access to parks and services.

AHBL will also review the City's new Urban Forest Management Plan, to incorporate recommendations for protection of habitat within certain parks, and opportunities to incorporate passive recreation that is sensitive to habitat but also serves to meet the City's level of service (LOS) goals.

D. Parks, Recreation & Senior Services Facilities Operations Objectives

AHBL staff will update Section 3 of the City's PRSS Master Plan which includes goals and policies for land acquisition, enhancement of existing facilities and the development of new park and recreation facilities. Working with City staff, AHBL staff will update the tables to remove projects that the City has completed since the last PRSS Master Plan was adopted and add new planned acquisition and park enhancement projects.

AHBL staff will also work with City staff to update parks, recreation and senior services staffing levels, program enrollment, rental information and senior services outcomes.

E. Costs & Funding

AHBL staff will update and/or prepare new revisions and additions to Section 4 of the City's 2016 PRSS Master Plan. AHBL will be responsible for updating the following sections based on input from City staff:

- Acquisition Cost Projections
- Maintenance Cost Projections
- Administration Costs
- Funding Programs
- Potential Funding Sources
- Six-Year Capital Improvement Plan

Based on input from City staff and the stakeholder group, AHBL staff will identify project priorities to include within the 6-year plan horizon.

F. Goals and Policies

AHBL staff will update Section 5 of the City's 2016 PRSS Master Plan. Update to the goals and policies will occur after the community survey and the first open house are complete so that the community's desires are reflected.

G. Appendices

AHBL staff will incorporate data-heavy information within appendices to the PRSS Master Plan so that information can be provided in a manner that makes the PRSS Master Plan readable. AHBL staff will update Appendices A, B and C of the existing PRSS Master Plan which includes public engagement documentation, park project summaries, and park cost estimates.

Task 3 Deliverables

- Draft PRSS Master Plan (in Microsoft Word) for internal review and comment by City staff

TASK 4: FINAL PRSS MASTER PLAN

This phase of work involves preparing the final PRSS Master Plan including all related maps, graphics, and narrative descriptions.

A. Mock-up Layouts

AHBL staff will provide the City with three mock-up layouts for the updated plan. The mock-up layouts will depict the appearance of tables, charts, colors, and the use of images and icons.

B. Layout and Graphics Production

AHBL staff will finalize layout template based on the approved mock-up design for the PRSS Master Plan. The preparation of infographics, tables, and charts will be included within this task. For the purpose of this scope, some of these graphics under this item will be prepared concurrent with Task 3 so that City staff can review and approve them.

C. Final PRSS Master Plan

AHBL will incorporate changes/feedback received on the draft plan during Task 3 and prepare the final plan document. The final draft PRSS Master Plan that will be taken to Open House #2

and through the adoption process will be laid out using Adobe InDesign and include pictures, graphics, and tables. AHBL will deliver the final plan to City staff in multiple formats, including an Adobe PDF file, as well as one additional online format suitable for reading on a mobile device.

Task 4 Deliverables

- Three mock up layouts in Adobe InDesign depicting the appearance of the plan
- Finalize a preferred layout for the plan
- Final Draft PRSS Master Plan (in Adobe InDesign) for final public review, comment and consideration by the Des Moines City Council

TASK 5: PLAN ADOPTION

AHBL staff will provide technical support to City staff during deliberations and approval of the updated PRSS Master Plan by the Des Moines City Council. AHBL will attend up to two City Council meetings and/or hearings as a part of the plan approval and adoption process.

Task 4 Deliverables

- PowerPoint presentation or other summary of the PRSS Master Plan for presenting the plan to the City Council.
- Preparation for and attendance at two City Council meetings and/or hearings to adopt the PRSS Master Plan

TASK 6: OTHER SERVICES

A. Meeting Notice/Material Translations

We understand the diverse population the City of Des Moines serves, and, at the request of City staff, can incorporate translations of meeting notices and meeting materials into the various languages spoken in Des Moines.

B. Midway Park Renderings

The City has recently acquired or expanded several City parks, including Midway Park. Our landscape architects will facilitate an internal workshop with City staff to develop two alternatives for Midway Park. These alternatives will be further refined utilizing public feedback gleaned at public engagement activities. These rendering will help the community visualize future park improvements.

TASK 7: BUDGET

BUDGET	TOTAL
Primary Tasks	
Task 1: Project Kickoff, Data Collection and Analysis	\$8,000
Task 2: Public Engagement	\$30,000
Task 3: Prepare Draft PRSS Plan	\$25,000
Task 4: Prepare Final PRSS Plan	\$10,000
Task 5: Plan Approval and Adoption	\$7,000
Task 6: Translation Services	\$2,000
Task 7: Midway Park Renderings	\$10,000
GRAND TOTAL	\$92,000

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Surplus Property – Vehicles

FOR AGENDA OF: April 8th, 2021

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 30th, 2021

ATTACHMENTS:

1. Draft Resolution No. 21-019
2. Exhibit A

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: [Signature]

- ☒ Legal /s/ TG
☒ Finance _____
☐ Courts _____
☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to seek Council authorization to surplus two City vehicles from the Police Department. The Public Works Department recommends that the vehicles and equipment identified in Exhibit A of Attachment 1 be declared surplus and thereby disposed. The following motion will appear under New Business:

Suggested Motion

Motion: "I move to adopt Draft Resolution No. 21-019 declaring certain Police Department vehicles identified in Exhibit A as surplus and authorize disposal of said surplus vehicles by sale, auction, or trade-in as provided in DMMC 3.108.050."

Background

The 2007 Chevrolet Impala was assigned to Police Administration and has been replaced with a 2019 Ford Taurus. The 1997 Ford Motor Home is no longer used and will not be replaced. COVID 19 has delayed the surplus of these vehicles which were originally scheduled for 2020.

Discussion

Pursuant to DMMC 3.108.050, any sale or disposition of a City owned vehicle shall be submitted to the City Council for approval. Draft Resolution No. 21-019 identifies the fair market value of the two Police Department vehicles that have been identified as surplus to the City's needs.

Alternatives

Council could decide to not surplus identified vehicles. (Not recommended)

Financial Impact

Proceeds from the surplus sale of these vehicles will be deposited into the City's vehicle replacement fund.

Recommendation

Staff recommends Council approve the suggested motion.

CITY ATTORNEY'S FIRST DRAFT 3/30/2021

DRAFT RESOLUTION NO. 21-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, declaring certain City vehicles and equipment surplus, and authorizing disposal of surplus vehicles and equipment by auction or trade-in.

WHEREAS, during regular business the City accumulates vehicles and equipment, and

WHEREAS, the City intends to dispose of unneeded vehicles and equipment as allowed by law as surplus, and

WHEREAS, the City of Des Moines typically sells surplus vehicles and equipment at public auction to the highest bidder or trades-in surplus vehicles and equipment at reputable dealerships, and

WHEREAS, the City desires to surplus the vehicles and equipment identified in Exhibit "A" attached to this Resolution; now therefore,

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

Sec. 1. The vehicles and equipment identified by Exhibit "A" are hereby declared by this Resolution to be surplus vehicles and equipment.

Sec. 2. The City Manager is authorized to dispose of the items identified by Exhibit "A" by auction, or trade-in.

Sec. 3. The City Manager is authorized to establish a minimum bid/sale amount for the property identified in Exhibit "A" as deemed to protect the City's interests.

Sec. 4. The City Manager is authorized to contract for professional auction services where the cost of such services does not exceed twenty-five percent (25%) of the amount bid, plus reasonable advertising fees.

Resolution No. ____
Page 2 of 2

Sec. 5. All net proceeds from the disposal of the surplus property identified in Exhibit "A" shall be deposited into the Vehicle Replacement Fund.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2021 and signed in authentication thereof this ____ day of _____, 2021.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

[illegible]

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