

AGENDA

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

Thursday, October 21, 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 completing a [council comment form](#) 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 complete the [council comment form](#) 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 meeting can also be viewed live on Comcast Channel 21/321 or on the City's [YouTube](#) channel.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC VIA ZOOM/WRITTEN PUBLIC COMMENT

CITY MANAGER REPORT

CONSENT CALENDAR

Item 1. APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through October 13, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#163105-163168	\$683,113.61
Voided Check	#Report Attached	\$(5,746.31)
Electronic Wire Transfers	#1818-1838	\$1,560,693.57
Payroll Checks	#19421-19428	\$7,575.27
Payroll Direct Deposit	#400001-400158	\$379,765.71

Total Checks and Wires for A/P and Payroll: \$2,625,401.85

[1-Vouchers](#)

Item 2. SOUTH KING HOUSING AND HOMELESSNESS PARTNERS (SKHHP) 2022 BUDGET AND WORK PLAN

Motion 1 is to enact Draft Resolution No. 21-049, approving the 2022 South King Housing and Homelessness Partners Budget and the 2022 Work Plan.

[2-South King Housing and Homelessness Partners \(SKHHP\) 2022 Budget and Work Plan](#)

Item 3. CONSULTANT SERVICES CONTRACT AMENDMENT #3 WITH JOSEPH DUSENBURY

Motion is to approve the Contract Amendment #3 with Joseph Dusenbury for consulting services through December 31, 2022 in an amount not to exceed \$30,000, and authorize the City Manager to sign the Amendment substantially in the form as attached.

[3-Dusenbury Consultant Service Contract Amendment](#)

Item 4. AMENDMENT #1 TO THE AGREEMENT FOR COMPLETION OF THE DES MOINES MARINA FUELING SYSTEM UPGRADES PROJECT

Motion is to approve Contract Amendment No. 1 to the Agreement with Pacific Environmental Services Company to include phase 3 of the Marina Fueling System Upgrades Project, authorize an additional expenditure of \$74,000 plus a contingency of \$15,000, and authorize the City Manager to sign the agreement substantially in the form as attached.

[4-Marina Fueling System Upgrade](#)

Item 5. KING COUNTY FLOOD REDUCTION GRANT AWARD – MASSEY CREEK POCKET ESTUARY RESTORATION/FISH PASSAGE PROJECT AND REDONDO CREEK PIPE PROJECT

Motion is to accept the King County Flood Control District Flood Reduction Grant Award for the Massey Creek Pocket Estuary Restoration/Fish Passage Project and the Redondo Creek Pipe Project

and authorize the City Manager to sign the Grant Agreement substantially in the form as submitted.

[5-King County Flood Reduction Grant Award](#)

Item 6. 216TH STREET RIGHT OF WAY DEDICATION

Motion is to authorize and approve the dedication of a portion of City owned property parcel #200900-0006 for right of way purposes and authorize the City Manager to execute documents for this transaction substantially in the form as submitted.

[6-216th Street Right-of-Way Dedication](#)

Item 7. 2022-2023 ON-CALL CONSULTANT AGREEMENTS FOR CIVIL ENGINEERING SERVICES

Motion is to approve the Consultant Services Contract for On-Call Civil Engineering Services (2022-2023) with Exeltech Consulting, Inc., Gray & Osborne Inc., KBA Inc., HWA Geosciences Inc., KPFF Consulting Engineers, KPG P.S., NV5, Parametrix, Perteet and Tetra Tech each up to \$1,000,000, and authorize the City Manager to sign the Consultant Services Contract substantially in the form as submitted.

[7-On-Call Engineering Services](#)

PUBLIC HEARING

2022 PRELIMINARY ANNUAL BUDGET

Staff Presentation: Finance Director Beth Anne Wroe

[8-Annual Budget](#)

[Appendix A Draft Ord 21-048](#)

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

November 4, 2021 City Council Regular Meeting

ADJOURNMENT

October 21, 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 **October 21, 2021** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through October 13, 2021 and payroll transfers through October 5, 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

Beth Anne Wroe, Finance Director

		# From	# To	Amounts
Claims Vouchers:				
Total A/P Checks/Vouchers		163105	163168	683,113.61
Voided Checks (see attached report)				(5,746.31)
Electronic Wire Transfer		1818	1838	1,560,693.57
Total claims paid				2,238,060.87
Payroll Vouchers				
Payroll Checks	10/5/2021	19421	19428	7,575.27
Direct Deposit		400001	400158	379,765.71
Total Paychecks/Direct Deposits paid				387,340.98
Total checks and wires for A/P & Payroll				2,625,401.85

Check History Listing
CITY OF DES MOINES

Bank code: main

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
154751	07/18/2018	015239 MITO BAQUILOD	V	10/11/2021	MIBA 071118	07/11/2018	13.27	13.27
154752	07/18/2018	015240 MAYRA BATISTA	V	10/11/2021	MABA 071118	07/11/2018	13.27	13.27
154781	07/18/2018	015269 JOHN WATSON	V	10/11/2021	JOWA 071118	07/11/2018	12.18	12.18
155502	10/03/2018	015418 JORDAN BRIGHT	V	10/01/2021	20888	10/01/2018	302.32	302.32
155556	10/10/2018	015421 CHRIS CARLSON	V	10/11/2021	CHCA 100118	10/01/2018	33.08	33.08
155559	10/10/2018	015424 TOMAS FERNANDEZ	V	10/11/2021	TOFE 100118	10/01/2018	24.36	24.36
155561	10/10/2018	015426 NANCY HEYER	V	10/11/2021	NAHE 100118	10/01/2018	28.72	28.72
155783	10/31/2018	015476 ABHINAV BHANOT	V	10/11/2021	ABBH 101118	10/11/2018	16.54	16.54
155794	10/31/2018	015487 KERRY LUCCI	V	10/11/2021	KELU 101118	10/11/2018	15.45	15.45
155800	10/31/2018	015493 WILLIAM SALISBURY	V	10/11/2021	WISA 101118	10/11/2018	13.27	13.27
155811	10/31/2018	015522 MICHAEL J SCOTT	V	10/11/2021	20853	10/25/2018	241.70	241.70
155903	11/07/2018	015541 MELISSA PONDER	V	10/11/2021	MEPO 103118	10/31/2018	33.08	33.08
155919	11/07/2018	015559 DAVE OWEN	V	10/11/2021	11231	11/02/2018	3.50	3.50
156175	12/12/2018	000011 LOCK SHOP AT ANGLE LAKE	V	10/11/2021	24914	12/07/2018	113.96	113.96
156678	02/01/2019	015688 DAVID STEPHENS	V	10/11/2021	DAST 012019	01/18/2019	953.68	953.68
156845	02/22/2019	015706 LYNN SOMMER	V	10/11/2021	LYSO 022019	02/07/2019	3.50	3.50
157023	03/15/2019	015738 LYNN RODY	V	10/11/2021	120502	03/05/2019	10.50	10.50
157024	03/15/2019	015739 JESSE BOTELHO	V	10/11/2021	JEBO 2019	01/29/2019	13.27	13.27
157029	03/15/2019	015744 WYATT BUXTON	V	10/11/2021	WYBU 2019	01/29/2019	12.18	12.18
157048	03/15/2019	015763 SHAWNA PIKE	V	10/11/2021	SHPI 2019	01/29/2019	6.54	6.54
157049	03/15/2019	015764 STEVEN STACEY	V	10/11/2021	STST 2019	01/29/2019	2.18	2.18
157052	03/15/2019	015767 JAN THORELL	V	10/11/2021	JATH 2019	01/29/2019	2.18	2.18

Check History Listing CITY OF DES MOINES

apCkHist
10/14/2021 7:48AM

Bank code: main

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
157230	04/04/2019	015781 DAVID WARREN	V	10/11/2021	2019-04 WARREN	03/26/2019	54.00	54.00
157314	04/11/2019	015788 ALEX YEVICHEV ADS ELECTR	V	10/11/2021	2019-04 ADS ELECTRIC	04/02/2019	144.00	144.00
157370	04/18/2019	015815 DRIFTWOOD HOMES LLC	V	10/11/2021	2019-04 DRIFTWOOD	04/08/2019	62.78	62.78
157644	05/23/2019	010609 MERIAM GEBREMICHAEL	V	10/11/2021	37754	05/14/2019	88.00	88.00
157901	06/20/2019	015973 FOSTER HIGH SCHOOL	V	10/01/2021	2019-06 REFUND	06/04/2019	826.00	826.00
157904	06/20/2019	010609 MERIAM GEBREMICHAEL	V	10/11/2021	39117	06/10/2019	121.00	209.00
			V	10/11/2021	38629	06/10/2019	88.00	
157931	06/20/2019	012420 RICK RAMSEUR	V	10/11/2021	2019-06 REFUND	06/06/2019	12.00	12.00
162905	08/20/2021	000700 ADMIN OFFICE OF THE COUF	V	10/13/2021	2021-LEONE	08/13/2021	310.00	310.00
163132	10/01/2021	000503 KING COUNTY FINANCE	V	10/13/2021	11010408	08/30/2021	1,307.00	
			V	10/13/2021	215640-0363-01 2021	09/29/2021	864.80	2,171.80
main Total:							5,746.31	
Total Checks:							5,746.31	

31 checks in this report

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Resolution to approve South King
Housing and Homelessness Partners
(SKHHP) 2022 Budget and Work
Plan

FOR AGENDA OF: October 21, 2021

DEPT. OF ORIGIN: PRSS

DATE SUBMITTED: October 14, 2021

ATTACHMENTS:

1. Draft Resolution 21-049 adopting the 2022 SKHHP work plan and budget
2. Attachment A to resolution: SKHHP resolution 2021-03

CLEARANCES:

- [X] Community Development *Sydney Aye*
[] Marina _____
[X] Parks, Recreation & Senior Services *Sydney Aye*
[] Public Works _____

CHIEF OPERATIONS OFFICER: *Diljit*

- [X] Legal */s/ TG*
[X] Finance *Barbara White*
[] Courts _____
[] Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Christine White*

Purpose

The purpose of this agenda item is for the City Council to review and accept the proposed 2022 Budget and 2022 Work Plan for the South King Housing and Homelessness Partners (SKHHP). Approving the Budget and Work Plan will solidify Des Moines' continued participation in this South King County partnership and ensure we have a place at the table in working through housing needs.

Suggested Motion

Motion 1: "I move to enact Draft Resolution No. 21-049, approving the 2022 South King Housing and Homelessness Partners Budget and the 2022 Work Plan."

Background

In 2019, the South King Housing and Homelessness Partners (SKHHP) was established through an interlocal agreement to work together and share resources to increase the available options for South King County residents to access affordable housing and preserve the existing affordable housing stock. In accordance with the Interlocal Agreement, the annual SKHHP work plan and budget must be approved by the legislative body of each member jurisdiction in addition to the SKHHP Executive Board. Each SKHHP jurisdiction had an opportunity to review and provide feedback on the work plan and budget prior to Executive Board adoption. The 2022 SKHHP work plan and budget priorities were reviewed with Council at the May 20, 2021 City Council meeting. The feedback from member jurisdictions was used to draft the 2022 SKHHP work plan and budget adopted by the SKHHP Executive Board on July 23, 2021, see attachment to proposed resolution.

The SKHHP 2022 work plan and budget operationalizes the SKHHP mission and goals and provides an itemization of all categories of budgeted expenses and itemization of each Party's contribution, including in-kind services.

Discussion

Work Plan

The 2022 work plan includes three major areas of work that will facilitate implementation of the SKHHP Interlocal Agreement: governance and administration; policy and planning; and education and outreach. The 2022 work plan builds on work done in 2020 and 2021 to establish the SKHHP Housing Capital Fund through pooled public resources, increase philanthropic and corporate investment through creation of a SKHHP 501(c)(3) fundraising branch, and establish a SKHHP Advisory Board made up of community members that will help to ground SKHHP decision in community needs and interests.

The governance and administration work area includes strategic planning to set 3-5 year goals for the organization, annual work plan and budget process, quarterly progress and budget reports, and annual reporting to stakeholders and non-SKHHP south King County cities. The policy and planning work area includes: administering and allocating funds from the SKHHP Housing Capital Fund and coordinating with partner jurisdictions to enhance and develop new local housing policies and programs. The outreach and education work area includes: representing south King County at local and regional decision tables and further strengthening regional stakeholders' understanding of housing needs and opportunities in south King County.

Operating Budget

Attributable to the Interlocal Agreement including an adopted budget before staff was hired and before the City of Auburn became the administering agency, the adopted budget for 2019 and 2020 was a projection of operating costs that did not cover the full SKHHP operating costs. In light of the COVID-19 pandemic and resulting revenue shortfalls and budget uncertainties original jurisdictions contributions were maintained in 2021, this was made possible by personnel cost savings from 2019 and 2020. This decision intentionally spent down some of the cost savings from the previous two years to cover operating costs and deferred consideration of increasing member contributions to the 2022 operating budget.

During the development of the 2022 SKHHP operating budget, feedback from SKHHP partner jurisdictions and the SKHHP staff work group identified the following budget priorities for 2022:

- Work towards a balanced budget
- Increase staff capacity to two full time positions
- Consider a compensation structure for SKHHP Advisory Board members

The 2022 SKHHP operating budget operationalizes these priorities by increasing jurisdiction contributions by 15%. The SKHHP budget contributions are based on population size, as shown in the attachment to the resolution, Des Moines' 2022 SKHHP contribution is \$8,625.

If there are any additional contributions to SKHHP's operating budget from sources such as: existing SKHHP partners, additional partners become part of SKHHP, or contributions or donations from outside sources, each SKHHP partner contribution could be reduced through an amended budget.

City staff continue to participate in SKHHP board meetings and staff planning meetings, and discussions continue between the nine South King County cities that comprise SKHHP. Staff's recommendation is to adopt the 2022 Budget and Work Plan, to ensure Des Moines continued participation in SKHHP.

Alternatives

The Council may:

1. Pass the proposed Draft Resolution as presented.
2. Decline to pass the proposed Draft Resolution.

Financial Impact

The 2022 SKHHP Budget maintains current contribution rates for each participating jurisdiction. The jurisdiction contributions are based on population size. As shown in the resolution, Des Moines' 2022 contribution is \$8,625.

Recommendation

Staff recommends approval of the proposed Draft Resolution as presented.

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CITY ATTORNEY'S FIRST DRAFT, 10/14/2021

DRAFT RESOLUTION NO. 21-049

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON, approving the South King Housing and Homelessness 2022 Work Plan 2022 Operating Budget.

WHEREAS, on April 2, 2019 the City of Des Moines enacted an Interlocal Agreement (ILA) with 8 other south King County cities and King County to form the South King Housing and Homelessness Partners (SKHHP), and

WHEREAS, pursuant to the Interlocal Agreement, each participating jurisdiction must approve an annual work plan each year to guide the work of SKHHP staff, and

WHEREAS, pursuant to the Interlocal Agreement, each participating jurisdiction must approve SKHHP's annual budget that includes an itemization of all categories of budgeted expenses and itemization of each Party's contribution, including in-kind services, and

WHEREAS, the purpose of the annual work plan and budget is to provide management and budget guidance; and implement the overarching SKHHP goals to work together and share resources to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock, and

WHEREAS, the 2022 work plan includes three major streams of work: governance and administration; policy and planning; and outreach and education, and

WHEREAS, the governance and administration work stream includes program-wide management activities including establishing decision-making protocols and reporting procedures; and convening an advisory board, and

WHEREAS, the policy and planning work stream includes advocating for and establishing a SKHHP affordable housing capital fund; and collaborating with partners to enhance local policies and programs that accelerate access to affordable housing, protect existing housing stock, and provide housing security, and

Resolution No. ____

Page 2 of 3

WHEREAS, the outreach and education work stream includes representing South King County at all applicable decision tables; and furthering the understanding of the spectrum of affordable housing options and related needs and opportunities, and

WHEREAS, on July 23, 2021 the SKHHP Executive Board adopted Resolution 2021-03 enacting the 2022 work plan and budget upon approval by the legislative body of each participating party, and

WHEREAS, the City Council of the City of Des Moines finds the 2022 SKHHP Work Plan appropriate and necessary to promote the public health and welfare, and

WHEREAS, the City Council of the City of Des Moines finds the 2022 SKHHP Operating Budget appropriate and necessary to promote the public health and welfare; now therefore,

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

Sec. 1. The City Council hereby approves the SKHHP 2022 Work Plan, attached hereto as Exhibit "A".

Sec. 2. The City Council hereby approves the SKHHP 2022 Operating Budget, attached hereto as Exhibit "B".

Sec. 3. The City of Des Moines will transmit its annual contribution to SKHHP on an annual basis during the first quarter of the calendar year.

Sec. 4. The City Manager is authorized and directed to take such administrative procedures as may be necessary to implement this Resolution.

Sec. 5. This Resolution shall take effect and be in full force on passage and signing.

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

Resolution No. ____
Page 3 of 3

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

RESOLUTION NO. 2021-03

A RESOLUTION OF THE EXECUTIVE BOARD OF THE SOUTH KING COUNTY HOUSING AND HOMELESSNESS PARTNERS (SKHHP), ADOPTING THE 2022 SKHHP WORK PLAN AND 2022 SKHHP OPERATING BUDGET

WHEREAS, pursuant to the Interlocal Agreement, the SKHHP Executive Board approves an annual work plan and budget each year to guide the work of SKHHP staff; and

WHEREAS, pursuant to the Interlocal Agreement the annual budget includes an itemization of all categories of budgeted expenses and itemization of each Party's contribution, including in-kind services; and

WHEREAS, upon adoption, the annual work plan and budget will be transmitted to each participating jurisdiction for approval by their legislative body; and

WHEREAS, the budget will not become effective until approved by the legislative body of each jurisdiction and adopted by the SKHHP Executive Board; and

WHEREAS, the purpose of the annual work plan and budget is to provide management and budget guidance; and implement the overarching SKHHP goals to work together and share resources to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock; and

WHEREAS, the 2022 work plan includes three major streams of work: governance and administration; policy and planning; and education and outreach; and

WHEREAS, the governance and administration work stream includes program-wide management activities including establishing decision-making protocols and reporting procedures; and convening a community advisory board; and

WHEREAS, the policy and planning work stream includes advocating for and establishing a SKHHP affordable housing capital fund; and collaborating with partners to enhance local policies and programs that accelerate access to affordable housing, protect existing housing stock, and provide housing security; and

WHEREAS, the outreach and education work stream includes representing South King County at all applicable decision tables; and furthering the understanding of the spectrum of affordable housing options and related needs and opportunities; and

NOW, THEREFORE, THE EXECUTIVE BOARD RESOLVES as follows:

Section 1. The Executive Board adopts the SKHHP 2022 Work Plan as shown in Attachment A.

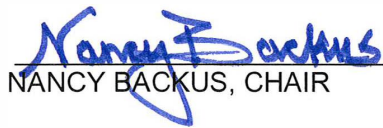
Section 2. The Executive Board adopts the SKHHP 2022 Budget as shown in Attachment B.

Section 3. Each party's contribution to SKHHP's operating budget will be transmitted on an annual basis during the first quarter of the calendar year.

Section 4. This Resolution will take effect and be in full force upon approval by the legislative body of each participating jurisdiction.

Dated and Signed this 28 day of July, 2021.

SOUTH KING COUNTY HOUSING AND HOMELESSNESS PARTNERS



NANCY BACKUS, CHAIR

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RESOLUTION 2021-03 – ATTACHMENT A

SKHHP 2022 WORK PLAN

SKHHP MISSION

South King County jurisdictions working together and sharing resources to create a coordinated, comprehensive, and equitable approach to increasing housing stability, reducing homelessness, and producing and preserving quality affordable housing in South King County.

OBJECTIVES

- Share technical information and resources to promote sound housing policy
- Coordinate public resources to attract greater private and public investment for affordable housing in South King County
- Provide a unified voice to advocate for South King County needs at a local, regional, and state levels

Purpose

Establish a 2022 SKHHP Work Plan that is shaped by member jurisdictions, consistent with the SKHHP Interlocal Agreement, and furthers SKHHP's mission.

Background

The South King Housing and Homelessness Partners (SKHHP) was established through an interlocal agreement to work together and share resources to increase the available options for South King County residents to access affordable housing and preserve the existing affordable housing stock.

The SKHHP 2022 work plan includes three major areas of work that will facilitate implementation of the SKHHP Interlocal Agreement: governance and administration; policy and planning; and education and outreach. The 2022 work plan builds on work done in 2020 and 2021 to establish a SKHHP Housing Capital Fund through pooled public resources, increase philanthropic and corporate investment through the creation of a SKHHP 501(c)(3) fundraising branch, and establish a SKHHP Advisory Board made up of community members that will help to ground SKHHP decisions in communities needs and interests.

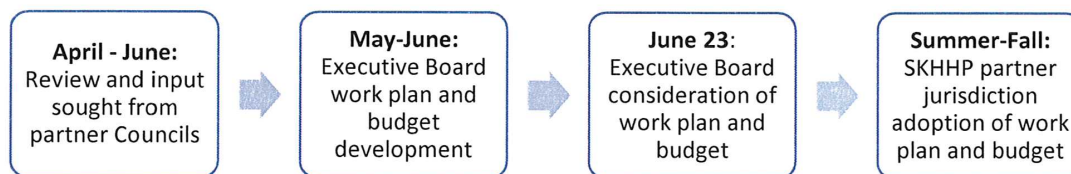
Progress reports

Consistent with the Interlocal Agreement, the SKHHP Executive Manager will submit quarterly budget performance and progress reports on the status of the work plan elements to the SKHHP Executive Board and the legislative body of each member

jurisdiction. To be consistent with the administering agency's finance department, quarterly progress reports will be provided as follows:

- Quarter 1: May
- Quarter 2: August
- Quarter 3: November
- Quarter 4: February

Next steps: In accordance with the Interlocal Agreement, the 2022 SKHHP Work Plan will be approved by the legislative body of each member jurisdiction and the SKHHP Executive Board. The timeline for review and adoption of the 2020 SKHHP Work Plan is as follows:



GOVERNANCE AND ADMINISTRATION

GOAL 1: Define strategy, direction, and long-term goals, and provide direction to staff on implementation of the SKHHP Interlocal Agreement.

Outcomes:

- 1) Functioning and collaborative entity with clear measures of success.
- 2) Implementation supports equitable outcomes across jurisdictions, community members, and stakeholders.
- 3) Added value for SKHHP partners and South King County subregion.

Activities/Actions:

- 1) Develop annual work plan and budget
 - a. Partner jurisdiction input and review
 - b. Partner jurisdiction adoption
- 2) Quarterly progress and budget reports
- 3) Annual updates to stakeholders and non-SKHHP South King County cities
- 4) Strategic planning – establish 3-5 year goals and objectives

POLICY AND PLANNING

GOAL 2: Administer and allocate South King County Housing Capital Funds.

Outcomes:

- 1) Increase resources dedicated to affordable housing preservation, rehabilitation, and production in South King County.
- 2) Pool resources to address the growing affordable housing and homelessness needs in South King County.

Activities/Actions:

- 1) SKHHP Housing Capital Fund application and allocation process
- 2) Build funding support through advocacy with philanthropic and private corporations

GOAL 3: Work with partner jurisdictions to enhance and develop new local policies and programs that protect existing affordable housing stock, provide housing security, and accelerate access to affordable housing.

Outcomes:

- 1) Number of jurisdictions that adopt new or enhanced legislation or programs that support equitable affordable housing production and preservation strategies.
- 2) Increased number of affordable rental housing units in participating programs.

- 3) Improved collective efforts to address systemic and institutional racism and create greater racial equity and justice in housing.

Activities/Actions:

- 1) Support implementation of housing strategy/action plans to increase equitable housing production and preservation strategies
- 2) Maintain inventory & assessment of existing city policies and regulations for affordable housing preservation programs and housing production strategies
- 3) Assist cities in enacting policies and strategies that address tenant protections through anti-displacement, fair housing, and healthy housing
- 4) Develop subregional affordable housing preservation strategies.
- 5) Maintain catalog of successful affordable housing development projects

OUTREACH AND EDUCATION

Goal 4: Represent South King County and its unique affordable housing needs at all decision tables and foster collaboration between partners.

Outcomes:

- 1) Establish credibility of SKHHP with potential partners and funders.
- 2) South King County is authentically heard, considered, and supported by regional and state stakeholders and policy makers.
- 3) Changes in policies, practices, and funding streams that support affordable housing and homelessness programs in South King County.

Activities/Actions

- 1) Represent SKHHP at local & regional meetings and forums.
- 2) Develop annual SKHHP State advocacy priorities
- 3) Develop annual SKHHP Federal advocacy priorities
- 4) Conduct work sessions with state legislators

Goal 5: Further strengthen regional stakeholders' understanding of the spectrum of affordable housing options, the range of related needs and opportunities, and the housing system .

Outcomes:

- 1) South King County decision makers are informed and prepared to act based on current information and facts.
- 2) Increased interest from nonprofit and for-profit developer to partner with South King County cities to produce affordable housing.
- 3) The broader community is engaged on local housing issues.

Activities/Actions

- 1) Coordinate and work with developers to better understand barriers to increasing construction and preservation of affordable housing
- 2) Support SKC engagement and elected official participation in affordable housing development tours
- 3) Coordinate monthly educational topics that promote understanding of the full housing system and practices that have led to inequities in the system, and opportunities to address racial equity and justice
- 4) Generate educational information for the public including brochures, website, housing tours, and other outreach programs.

RESOLUTION 2021-03 – ATTACHMENT B

2022 SKHHP Operating Budget

Projected beginning fund balance - January 1, 2022	\$211,801.80
Projected ending fund balance - December 31, 2022	\$143,573.11

REVENUES

Auburn	\$29,900
Burien	\$17,250
Covington	\$8,625
Des Moines	\$8,625
Federal Way	\$29,900
Kent	\$39,100
Normandy Park	\$4,600
Renton	\$39,100
Tukwila	\$8,625
Unincorporated King County**	\$39,100
King County Housing Authority	\$15,000
King County**	\$35,900
Interest earnings	
Office space (in-kind donation)	\$12,000
Contributions & Donations	

TOTAL REVENUES	\$287,725.00
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<i>Spend down balance</i>	<i>\$68,228.69</i>
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TOTAL	\$355,953.69
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EXPENSES

Salaries and benefits	\$254,685.17
Misc - travel, phone, postage	\$12,000.00
Advisory Board compensation	\$14,400.00
Office space (in-kind donation)	\$12,000.00
Supplies	\$1,000.00
Professional development	\$5,000.00
Interfund IT	\$25,600.00

Subtotal	\$324,685.17
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Administering agency – 10% Administrative Fee*	\$31,268.52
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TOTAL	\$355,953.69
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*10% administrative fee is calculated as a percentage of operating costs which does not include in-kind donations, or carry forwards.

**King County contribution based on the population of unincorporated King County is shown as increasing at the same rate as other partner jurisdictions and the additional allocation decreasing to maintain a total contribution of \$75,000 per year.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Consultant Service Contract
Amendment #3 with Joseph Dusenbury.

ATTACHMENTS:

1. Amendment #3
2. Professional Services Consultant Contract

FOR AGENDA OF: 10/21/2021

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: 10/14/2021

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *[Signature]*

- ☒ Legal /s/ TG
- ☒ Finance *[Signature]*
- ☐ Courts _____
- ☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of a contract amendment between the City of Des Moines and Joseph Dusenbury to extend professional consulting services through December 31, 2022 at the rate of \$65 per hour. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to approve Contract Amendment #3 with Joseph Dusenbury for consulting services through December 31, 2022 in an amount not to exceed \$30,000, and authorize the City Manager to sign the Amendment substantially in the form as attached."

Background

Following his retirement in 2019, Mr. Dusenbury has been providing Professional Consulting services under contract for the City.

Discussion

Mr. Dusenbury has currently been working 4-16 hours per week depending on project demands. His years of experience in the Marine industry along with his relationships with State and Federal agencies has proven to be a significant benefit to the City. Joe's knowledge with new mitigation and permit requirements has proven to be extremely valuable. Moving forward, Joe will continue to work with agencies to finalizing permits, mitigation requirements, and overall management for projects such as, but not limited to: Dredging, Redondo Boarding Floats, Guest Moorage Electrical upgrades, and the Fuel System upgrades.

Alternatives

Council may choose not to approve the contract amendment in which case Mr. Dusenbury contract will expire in early February 2022, at which time other staff will be required to back fill in finalizing current projects.

Financial Impact

The 2022 Marina budget has capacity to accommodate the Amended contract in the amount not to exceed \$30,000.

Recommendation

Staff recommends that council approve the proposed contract Amendment.

**PROFESSIONAL SERVICES CONTRACT AMENDMENT #3
BETWEEN
THE CITY OF DES MOINES AND JOSEPH DUSENBURY**

THIS AMENDMENT #3 is entered into on this _____ day of October 2021, pursuant to that certain Contract entered into on the 1st day of February 2019 and subsequent amendments between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City) and **JOSEPH DUSENBURY** (hereinafter "Mr. Dusenbury" or "Consultant").

The parties herein agree that the contract dated the 1st of February, 2019 and subsequent amendments shall remain in full force and effect, except for the amendments set forth as follows:

1. Section 4 of the contract dated the 1st of February 2019 and subsequent amendments are hereby amended to read as follows:

4. Compensation. In consideration for the complete and faithful performance of the Contract, Mr. Dusenbury shall be paid as follows: accepting written changes and modifications agreed upon, the Contractor shall be paid sixty-five dollars (\$65.00) per hour for consulting services. The Contractor shall be reimbursed at actual cost for expenses such as parking fees, mileage to and from meetings required for the continuation or completion of projects and other miscellaneous expenses. Reimbursements are subject to the approval of the Harbormaster and the Chief Operation Officer. The consultant is expected to work on average 4 to 16 hours per week, Depending on the requirements of the projects underway. The total compensation paid under this contract for the period from January 1st, 2022 to December 31st 2022 shall not exceed \$30,000 without prior written approval.

2. Section 5 of the contract dated the 1st of February 2019 and subsequent amendments are hereby amended to read as follows:

5. Term. The term of this Contract shall be from January 1, 2019 to December 31, 2022. This Contract may be extended upon written agreement of both parties.

Except as modified hereby, all other terms and conditions of the contract dated February 1, 2019 and subsequent amendments, remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Addendum as
of the dates first above written.

JOSEPH H. DUESNBURY: By: _____ <i>(signature)</i> Print Name: <u>Joseph H. Dusenbury</u> Vendor _____ DATE: _____	CITY OF DES MOINES: By: _____ <i>(signature)</i> Print Name: <u>Michael Matthias</u> <u>Its City Manager</u> DATE: _____ Approved as to form: _____ City Attorney DATE: _____
NOTICES TO BE SENT TO: Joseph H. Dusenbury: dba Consulting P.O. Box 98646 Des Moines, WA 98198 206-870-6554 (cellphone) mypeggysue@me.com	NOTICES TO BE SENT TO: CITY OF DES MOINES: Daniel J. Brewer, PE, PTOE Chief Operations Officer City of Des Moines 21630 11th AVE S, Suite A Des Moines, WA 98198 206-870-6554 (telephone) 206-870-6540 (facsimile)

CONTRACT
For
PROFESSIONAL CONSULTANT SERVICES
Between
THE CITY OF DES MOINES
And
JOSEPH DUSENBURY

THIS CONTRACT is made and entered into between the CITY OF DES MOINES, a Washington Municipal Corporation ("the City") and Joseph Dusenbury ("Mr. Dusenbury").

WHEREAS, the City desires to contract with Mr. Dusenbury for professional consulting services that pertain to projects involved within the City of Des Moines Marina; and

WHEREAS, it is necessary for the City to secure project consulting services to assist the City in managing certain projects with the City of Des Moines Marina; and

WHEREAS, Mr. Dusenbury, has adequately demonstrated the ability to provide such services functioning in the recent past as the Harbormaster of the City of Des Moines Marina. He has considerable experience in managing Marina projects; and

WHEREAS, Mr. Dusenbury successfully assisted the City of Des Moines Marina in similar past projects; and

WHEREAS, Mr. Dusenbury is an independent contractor; and

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

1. *Scope of Service.*

Mr. Dusenbury shall serve as a Professional consultant for implementation of agreements/contracts associated with projects involving the City of Des Moines Marina. Projects may include, but not limited to, Redondo boarding floats, Marina Maintenance Dredging, Marina Tenant Restrooms, Marina Fuel system upgrades, work related to the DNR lease(s), various permitting, etc.

2. *Contractor's Obligations.* All labor, and all other things necessary or required in the satisfactory performance of the work shall be furnished by Mr. Dusenbury. The Contract will be performed and completed under the supervision of and subject to the approval of the City or its authorized representatives. It is anticipated that he will meet biweekly with the City's COO and Harbormaster to discuss implementation progress. The City shall provide Mr. Dusenbury with access to the City's computer systems, and support staff including, but not limited to, Marina staff, engineering technicians, & the City Attorney's Office, and "access to a work space in the Marina Office building, all of which will be available until the end of the Contract term noted in Section 5, unless extended by mutual written agreement.

3. Records and Documents. All data, documents, and files created by Contractor under this Agreement may be stored at City facilities or at Mr. Dusenbury's residence until such time as this contract expires or is terminated, at which time they will be turned over to the City. Mr. Dusenbury shall make such data, documents, and files available to the City upon its request at all reasonable times for the purpose of editing, modifying, and updating as necessary. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

4. Compensation. In consideration for the complete and faithful performance of the Contract, Mr. Dusenbury shall be paid as follows: accepting written changes and modifications agreed upon, the Contractor shall be paid fifty dollars (\$50.00) per hour for consulting services. The Contractor shall be reimbursed at actual cost for expenses such as parking fees, mileage to and from meetings required for the continuation or completion of projects and other miscellaneous expenses. Reimbursements are subject to the approval of the Harbormaster and the Chief Operation Officer. The consultant is expected to work on average 4 to 16 hours per week, depending on the requirements of the projects underway. The total compensation paid under this contract shall not exceed \$35,000.00 without prior written approval. Mr. Dusenbury shall submit monthly detailed invoices in a timely manner, in a form acceptable to the City's authorized representative(s), describing dates of service, services performed, and time expended. Invoices shall be paid within thirty (30) days of receipt.

5. Term. The term of this Contract shall be from Feb 1, 2019 to December 31, 2019. This Contract may be extended upon written agreement of both parties. Performance of the consulting services under this contract may be terminated for any cause deemed sufficient by either the City or Mr. Dusenbury, in whole or in part, at any time, by either party giving the other written notice of such termination, specifying the extent and effective date thereof, but not sooner than fourteen (14) days from date of such notice, providing that the Mr. Dusenbury shall complete and be compensated for any projects or duties previously assigned and accepted, and shall be compensated for all expenses incurred or committed to, that cannot be canceled.

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

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

8. Assignment. Mr. Dusenbury shall not assign this contract or any interest herein, nor any money due or to become due hereunder without first obtaining the written consent of the City, nor shall Mr. Dusenbury subcontract any part of the consulting services to be performed hereunder, without first obtaining the consent of the City.

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

10. Independent Contractor. The services provided by Mr. Dusenbury under this Contract are provided as an independent Contractor. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties. Neither Mr. Dusenbury nor any employee of Mr. Dusenbury shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City will not be responsible for withholding or otherwise deducting federal income tax or social security payments, or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor. Either party may terminate this contract with 2 weeks prior written notice.

11. Indemnification. The City releases and agrees to indemnify, defend, and hold harmless Mr. Dusenbury from any and all actions, errors or omissions, claims, damages, or injuries to persons or property, penalties, obligations or liabilities arising out of or related to services performed by Mr. Dusenbury that are within the course and scope of work performed for the City under this contract. Mr. Dusenbury releases and agrees to indemnify, defend, and hold harmless the City, its officers, employees, and consultants, from any and all actions, claims damages or injuries arising out of or related to the acts or omissions of Mr. Dusenbury, up to \$1,000,000, that are not under control of the City and are not within the scope of this contract.

12. Dispute Resolution Procedures.

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

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

13. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the

provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

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

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

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

17. Concurrent Originals. This Contract may be signed in four counterpart originals.

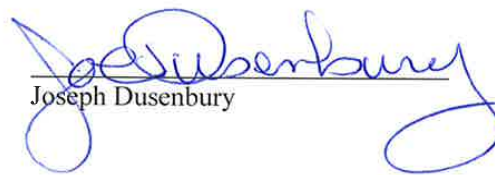
18. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Contract are hereby ratified and confirmed.

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

CITY OF DES MOINES

By 
Michael Matthias
Its City Manager

CONSULTANT


Joseph Dusenbury

Dated 2.5.19

Dated FEB 1, 2019

APPROVED AS TO FORM:


City Attorney

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Amendment #1 to the Agreement for completion of the Des Moines Marina Fueling System Upgrades Project.

FOR AGENDA OF: October 21, 2021

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: October 14, 2021

ATTACHMENTS:

1. Contract Amendment No. 1
2. Goods & Services Contract between the City of Des Moines and Pacific Environmental Services Co.
3. Quotation dated Sept 9th 2021 from Pacific Environmental Services Co.

CLEARANCES:

- ☐ Community Development NA
- ☒ Marina *SK*
- ☐ Parks, Recreation & Senior Services NA
- ☐ Public Works NA

CHIEF OPERATIONS OFFICER: *Deirdre J. ...*

- ☒ Legal */t/ TG*
- ☒ Finance *Barbara ...*
- ☐ Courts NA
- ☐ Police NA

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Michael ...*

Purpose and Recommendation

The purpose of this agenda item is to request the City Council's approval of Amendment No. 1 to the attached agreement with Pacific Environmental Services Co. for the Des Moines Marina Fueling System Upgrades Project. This Amendment provides for the necessary parts and equipment needed to complete all of the currently planned phases (phases 1-3) and the labor to install them.

Suggested Motion

Motion: “I move to approve Contract Amendment No. 1 to the Agreement with Pacific Environmental Services Company to include phase 3 of the Marina Fueling System Upgrades Project, authorize an additional expenditure of \$74,000 plus a contingency of \$15,000, and authorize the City Manager to sign the agreement substantially in the form as attached.”

Background

This Des Moines Marina Fueling System Upgrades Project is funded by Marina operating revenues and was originally estimated to cost about \$345,000 to complete all four phases of the project.

Recently, the City entered into an agreement with Pacific Environmental Services Company to complete Phase 1 and Phase 2 of the Fuel Dock Upgrades Project which included the materials and installation needed to finish replacing the fuel delivery lines from the solenoid sump in the sidewalk to the fuel shack. The authorized expenditure for this part of the project was \$80,440 plus a contingency of \$12,000.

Earlier in the year the Marina pre-purchased three new fuel dispensers, anticipating a long delivery time and planned to have them installed as phase 3 of the project. Because of delays in starting the Phase 1 work and the arrival of the new dispensers, the staff believes it will be advantageous both for operations and the ultimate cost of the project to combine the installation of the dispensers with the current work being planned. Approving the combination of the first three phases would result in a total authorized expenditure of \$153,603 and increase the contingency to \$15,000.

Discussion

Installing the dispensers would complete all of the currently planned phases of the project, (1 thru 3). Phase 4, upgrading the VeederRoot inventory control system which was originally budgeted at about \$25,000 has been delayed and will be completed at a future date.

Alternatives

1. The Council may elect to approve the amendment to the agreement with Pacific Environmental Services Co. and authorize the City Manager to sign the agreement.
2. The Council may decline to approve the agreement and give staff further direction.

Financial Impact

The Marina Capital Improvement Plan allocated \$345,000 to finish all four phases of the Fuel System Upgrades Project. Expenses to-date, including design & engineering and the emergency repairs are about \$153,000, including the purchase of the new dispensers. The staff estimates that the total cost to complete Phases 1, 2 and 3 will be about \$325,000.

Recommendation

Staff recommends that Council approve the Amendment to the agreement with Pacific Environmental Co. that will authorize the additional expenditure of \$73,163 for this project and increase the contingency fund from \$12,000 to \$15,000.

Concurrence

Finance and Legal concur with this recommendation.

CONTRACT AMENDMENT #1
CONTRACT FOR PROVIDING EQUIPMENT AND INSTALLATION SERVICES
BETWEEN
THE CITY OF DES MOINES AND PACIFIC ENVIRONMENTAL SERVICES
COMPANY

THIS AMENDMENT/ADDENDUM is entered into on this 25th day of October, 2021, pursuant to that certain Contract entered into on the 12th day of October, 2021, between the **CITY OF DES MOINES**, WASHINGTON (hereinafter "City"), and, **PACIFIC ENVIRONMENTAL SERVICES COMPANY** (hereinafter "Vendor"),.

The parties herein agree that the Contract dated, October 12, 2021, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

I) **SECTION I - DESCRIPTION OF WORK** of Contract dated October 12, 2021, is hereby amended to read as follows:

Vendor shall provide the following goods and materials and/or perform the following services for the City:

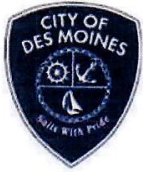
As described in their proposal dated April 5, 2021 and attached to this agreement as Attachment No. 1 and by this reference made part of this agreement, and;

As described in their proposal dated September 9, 2021 and attached to this agreement as Attachment No. 2 and by this reference made part of this agreement.

2. **SECTION II – COMPENSATION** of Contract dated October 12, 2021, is amended to include the additional scope of work and the first sentence shall read as follows:

*The City shall pay the Vendor an amount not to exceed **One Hundred Fifty Three Thousand Six Hundred & Three Dollars, (\$153,603)***

VENDOR: By: _____ <i>(signature)</i> Print Name: _____ Its _____ <i>(Title)</i> DATE: _____	CITY OF DES MOINES: By: _____ <i>(signature)</i> Print Name: <u>Michael Matthias</u> Its <u>City Manager</u> <i>(Title)</i> DATE: _____ Approved as to form: _____ City Attorney DATE:
NOTICES TO BE SENT TO: Vendor: Tom Carroll Pacific Environmental Services Co 8585 Highway 20 Port Townsend, WA 98368 (360) 385-4221 (telephone) tcarroll@pacenviro.net	NOTICES TO BE SENT TO: CITY OF DES MOINES: [Insert Name of City Rep. to Receive Notice] City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 [Insert Telephone Number] (telephone) [Insert Fax Number] (facsimile)



GOODS & SERVICES CONTRACT between the City of Des Moines and Pacific Environmental Services Company

THIS CONTRACT is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Pacific Environmental Services Company organized under the laws of the State of Washington, located and doing business at 8585 Hwy 20, Port Townsend, WA 98368 - 360-385-4221 (hereinafter the "Vendor").

CONTRACT

I DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City:

As described in their proposal dated April 5, 2021 and attached to this agreement as Attachment No. 1 and by this reference made part of this agreement.

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

II TIME OF COMPLETION. Upon the effective date of this Contract, Vendor shall complete the work and provide all goods, materials, and services within 90 days of the completion of this agreement.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed **Eighty Thousand Four Hundred Forty Dollars, (\$80,440)** including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Contract. The City shall pay the Vendor the following amounts according to the following schedule:

Pacific Environmental Services Co. will Invoice the City monthly for goods, materials and services provided in the preceding month.

If the City objects to all or any portion of an invoice, it shall notify Vendor 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.

- A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Contract, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Contract with other sources, from any and all amounts due or to become due the Vendor.
- B. Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

IV. PREVAILING WAGES. Vendor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Vendor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Vendor. It shall be the responsibility of Vendor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

V. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Vendor 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.

VI. 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.

VII. CHANGES. The City may issue a written amendment for any change in the goods, materials or services to be provided during the performance of this Contract. If the Vendor determines, for any reason, that an amendment is necessary, Vendor must submit a written amendment request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Vendor 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 Vendor'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 Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Vendor fails to require an amendment within the time allowed, the Vendor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VIII, Claims, below.

The Vendor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Vendor 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.

VIII. CLAIMS. If the Vendor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor 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 Vendor 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 Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Vendor'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 Vendor'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 Vendor is asserting a schedule change or disruption.

B. Records. The Vendor 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 Vendor'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. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor 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 Vendor 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 Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

IX. LIMITATION OF ACTIONS. VENDOR 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 VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X WARRANTY. This Contract is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the

Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

XI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor 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.

XII. INDEMNIFICATION. The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, should a court of competent jurisdiction determine that this Agreement 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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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 Agreement.

XIII. INSURANCE. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein. Vendor shall obtain insurance of the type described below:

No Limitation. Vendor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Vendor's required insurance shall be of the types and coverage as stated 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,

independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Vendor 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 and \$2,000,000 products-completed operations aggregate limit.

C. City Full Availability of Vendor Limits. If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

D. Other Insurance Provisions. The Vendor'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 Contractor's insurance and shall not contribute with it.

E. Acceptability of Insurers

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

F. Verification of Coverage

Vendor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor

shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

G. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

H. Notice of Cancellation. The Vendor shall provide the city with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of the Vendor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract 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 Public Entity, offset against funds due the Contractor from the Public Entity.

J. Working On, Over, or Near Navigable Waters. This Contract involves work on or adjacent to and/or work contributing to commerce on Navigable Waters of the United States, as defined by the U.S. Code of Federal Regulations. The Contractor therefore shall provide proof of insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act.

If the Contractor is working from barges or any other watercraft, owned or non-owned, the Contractor must maintain Protection and Indemnity (P&I) insurance providing coverage for actions of the crew to third parties in the amount of at least \$2,000,000 each occurrence or accident. The Public Entity shall be named by endorsement as an additional insured on the Contractor's Protection and Indemnity insurance policy. The Contractor must also provide proof of insurance coverage in compliance with the statutory requirements of the Merchant Marine Act of 1920 (Jones Act)..

XIV. WORK PERFORMED AT VENDOR'S RISK. Vendor 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 Vendor's own risk, and Vendor 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.

XV. 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.

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. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Contract, then the following shall be the means for resolving the dispute:

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 Contract 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 Agreement, 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 XII 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 the 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 Vendor.

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 Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor'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.

VENDOR: By:  (signature)	CITY OF DES MOINES: By:  (signature)
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PACIFIC*Environmental*

SERVICES COMPANY

8585 HWY 20 ♦ P.O. Box 2049 Port Townsend, WA 98368 Office: (360) 385-4221 Fax: (360) 379-9395
13022 W. 18th Ave. ♦ P.O. Box 639 Airway Heights, WA 99001 Office: (509) 244-4898 Fax: (509) 244-4690
Contractor License; Washington: PACIFES103BR ♦ Oregon: CCB # 121494

===== FUEL SYSTEM SPECIALISTS =====

QUOTATION

CUSTOMER: CITY OF DES MOINES
SITE NAME: DES MOINES MARINA
SITE ADDRESS: 22307 DOCK AVENUE SOUTH
CITY, ZIP DES MOINES, WA. 98198

DATE: 9/9/21

Pacific Environmental Services Company is pleased to submit our quotation for the following scope of work.

- 1) Mobilize equipment and labor to job site. Secure work zone with barricades and caution tape.
- 2) Blow back fuel lines to the nearest ball valves with CO2.
- 3) Lock out - tag out all electrical service to the existing solenoid valves, sensors and dispensers.
- 4) Demo existing piping, gate valves, directional valves, check valves and sump at the West side of the attendant building. Dispose of all parts. **Sump lid and grating to remain for reinstallation.**
- 5) Fabricate new 316 S.S. 10 Ga. sump to match existing. Provide and install new S.S. sump with all new penetration fittings for product lines and electrical.
- 6) Provide and install two (2) new 2" S.S. ¼ turn ball valves, two (2) new 2" S.S. solenoid valves and two (2) new 2" brass one way check valves.
- 7) Demo existing fuel dispensers and dispose of.
- 8) Demo existing 1.5" flex fuel piping and dispose of.
- 9) Provide and install new double wall 1.5" flex fuel piping from the new dock S.S. sump to each dispenser with all associated fittings.
- 10) Install Owner provided fuel dispensers (3). Provide and install anchor bolts and secure.
- 11) Provide all electrical reconnect for all three fuel dispensers and new dock product sump including dispenser sump sensors.
- 12) Provide and reconfigure dispenser fuel piping to match up to new dispensers.
- 13) Startup fueling system and precision test new double wall fuel piping from new S.S. dock sump to each dispenser.
- 14) Clean up site and demobilize equipment and labor.

PRICE for Labor and Materials: **\$66,451.00** plus sales tax.
PRICES GOOD FOR 60 DAYS

QOTATION
PESCO and CITY OF DES MOINES
Page 2

Date of Quotation: 9/9/21

EXCLUSIONS:

- 1) New dispenser sump penetration fittings.
- 2) New hose reels, hose reel piping and dispenser connecting piping.
- 3) New fuel dispenser programing and calibration.

ASSUMPTIONS:

- 1) USL & H INSURANCE IS INCLUDED IN THE PRICE AS REQUIRED BY L & I.

PAYMENT TERMS: Customer will pay PESCO as follows:

- a) Progress invoicing upon agreed % completed.
- b) Balance in full upon completion of project.

CONTRACTOR'S GUARANTEE: We guarantee that all materials used on this job as specified above and that the entire job will be done in a neat workmanlike manner. Any variations from plan or alterations requiring extra labor and materials will be performed and billed in addition to the sum covered by this quote. Should rock, excessive water, sloughing, underground obstructions, or contaminated soil be encountered, Owner will be notified and job will proceed at time and material basis.

SIGNATURE OF PESCO REPRESENTATIVE

Date: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to supply the equipment and/or labor as specified. Payment will be made as outlined above. I understand that my acceptance of this quotation does not constitute an order until credit has been approved. I understand that PESCO may file a Right to Lien against this equipment/labor.

(Please print or type the name of person authorized to sign acceptance of proposal)

AUTHORIZED SIGNATURE

Date: _____

Quotation Provided By:
Tom W. Carroll

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: King County Flood Reduction Grant
Award – Massey Creek Pocket
Estuary Restoration/Fish Passage
Project & Redondo Creek Pipe Project

ATTACHMENTS:

1. Agreement for Award of Flood Reduction Grant Funds
2. Massey Creek Pocket Estuary Restoration/Fish Passage CIP Project Worksheet
3. Redondo Creek Pipe Project Existing Conditions Photos

AGENDA OF: October 21, 2021

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: October 14, 2021

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: Michael Kuo

Purpose and Recommendation:

The purpose of this Agenda Item is for City Council to accept the King County Flood Control District (KCFCD) Flood Reduction Grant Award for two projects: Massey Creek Pocket Estuary Restoration/Fish Passage Project and Redondo Creek Pipe Project. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion 1: “I move to accept the King County Flood Control District Flood Reduction Grant Award for the Massey Creek Pocket Estuary Restoration/Fish Passage Project and the Redondo Creek Pipe Project and authorize the City Manager to sign the Grant Agreement substantially in the form as submitted.”

Background

Massey Creek Pocket Estuary Restoration

Over the last 20 years, the City has heavily invested resources in the Massey Creek/Barnes Creek drainage basin by installing habitat, installing detention facilities to reduce flooding in the lower reaches of Massey Creek and removing fish blocking culverts. In fact, the City is presently partnering with Washington State Department of Transportation (WSDOT) for the removal of an injunction culvert below SR516 west of 16th Avenue South. Removal of the existing fish passage barrier at the mouth of Massey Creek would further the City's efforts to remove fish barriers throughout the drainage basin and reduce flooding impacts. Due to the existing fish barrier at the mouth of Massey Creek, other City grant applications for projects upstream have been negatively affected and not been as competitive as could be. Removing the barrier at the mouth of Massey Creek will likely improve the potential future funding requests for upstream projects.

Redondo Creek Pipe Project

The City has an existing overflow cage structure near the intersection of Redondo Way South & Sound View Dr. South that collects runoff from a ditch system on the north side of Redondo Way South. The runoff from the ravine to the northeast is defined as a 'water of the state'. This location has seen occasional capacity/sediment issues from the volume of runoff that flows down the ravine further upstream.

Discussion

Massey Creek Pocket Estuary Restoration

The Massey Creek Pocket Estuary Project proposes to improve riparian vegetation, remove armoring and fill, increase nearshore habitat, and enhance pocket estuaries and stream mouths. This will be accomplished by removing 300 feet of rock line stream bank and small jetty, addressing two long box culverts that are identified as a fish barrier, and creating a pocket estuary at the mouth of the creek. This grant will fund this project through the property acquisition, site assessment, 60% design, and permitting. To fully complete this project, additional funding will be required through potential future grants and/or City of Des Moines surface water maintenance funds.

Redondo Creek Pipe Project

For the past two years, the existing cage structure has been unable to convey the direct collected runoff from both sources (ditch along Redondo Way and stream to the northeast) during heavy rainfall, and it causes flooding and gravel scour on the roadway & shoulder of Redondo Way South down to Puget Sound. City crews have made some efforts to mitigate potential flooding temporarily (see photos in Attachment 3). The purpose of this project is to separate and upgrade these two sources of runoff to allow for easier collection into the existing cage structure. A new inlet will be created that will extend 20 feet up the ditch along Redondo Way S leading to the cage structure. The plan is to also be extending the conveyance into the ravine and will re-establish the stream bed to help capture the flow before it diverts and floods the road. This grant will fund the construction of this project.

The City applied for the Flood Reduction Grant opportunity in the Summer of 2021. Two projects were presented; Massey Creek Pocket Estuary Restoration/Fish Passage Project and Redondo Creek Pipe Project. The King County Flood Control District voted to award both projects in the amounts of

\$365,000 and \$25,000, respectively. The City is required to certify funding by signing and returning the Agreement for Award of Flood Reduction Grant Funds (Attachment 1).

Alternatives

The City Council could elect not to accept the KCFCD Flood Reduction Grant award. As a result, the City would have to seek funding for the projects from alternative sources.

Financial Impact

The KCFCD Flood Reduction Grant funding will be applied to the Massey Creek Pocket Estuary Restoration/Fish Passage Project CIP (Attachment 2) and to the Surface Water Management Operation & Maintenance fund to be used for the Redondo Creek Pipe Project. No additional funding is expected to be required at this time to complete the grant obligations.

Recommendation/Conclusion

Staff recommends approval of the proposed motions.

Concurrence

Legal, Public Works and the Finance Departments concur.

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Project Name:
Project No. 1: Massey Creek Pocket Estuary Restoration/Fish Passage Project
Project No. 2: Redondo Creek Pipe Project

Award Number:
4.21.16
4.21.31

**AGREEMENT FOR AWARD OF
FLOOD REDUCTION GRANT FUNDS
BETWEEN THE CITY OF DES MOINES AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the **City of Des Moines** (“Recipient”) (collectively referred to as the “parties” and in the singular “party”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2024**.

Project Contacts:

Contact for King County: Kim Harper, Grant Administrator, 206-477-6079,
Kim.harper@kingcounty.gov.

Primary Contact for Recipient: Ben Stryker, Project Manager, 206-870-6523,
Bstryker@desmoineswa.gov.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities; and
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement (“ILA”) by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget; and
- 1.3 Whereas, on November 12, 2013, the District’s Board of Supervisors passed Resolution FCD2013-14 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects, and on November 4, 2020, the Board passed Resolution FCD2020-22, which authorized an allocation of \$12,000,000 from the District’s 2021 budget to fund flood reduction projects; and
- 1.4 Whereas, on September 14, 2021 the District’s Board of Supervisors passed Resolution FCD2021-10, which approved the flood reduction projects described in Attachment A to that Resolution; and
- 1.5 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for administering the flood reduction grant program, a copy of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter “Grant Policies and Procedures”); and

Project Name:
Project No. 1: Massey Creek Pocket Estuary Restoration/Fish Passage Project
Project No. 2: Redondo Creek Pipe Project

Award Number:
4.21.16
4.21.31

- 1.6 Whereas, the Recipient submitted an application to receive funds for projects to be funded by the Flood Reduction Grant Program; and
- 1.7 Whereas the District's Board of Supervisors approved funding of Recipient's application for the projects ("Projects"), as described in Attachment A to Resolution FCD2021-10 in the amount of **\$390,000** ("Award") as follows: \$365,000 for the Project titled "Massey Creek Pocket Estuary Restoration/Fish Passage Project", and \$25,000 for the Project titled "Redondo Creek Pipe Project"; and
- 1.8 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scopes of Work, attached hereto and incorporated herein as Exhibit B-1 and B-2, collectively referred to as "Scopes of Work", and the Budgets, attached hereto and incorporated herein as Exhibit C ("Budget"), are consistent with the Grant Policies and Procedures, the Recipient's application for the Project, and the Resolution approving funding for the Project; and
- 1.9 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD2021-10, and the Grant Policies and Procedures, and under which the Recipient will implement the Projects.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to pay the Award amount to Recipient in the total amount of **\$390,000** from District funds. The Award shall be used by the Recipient solely for the performance of the Projects, as described in Exhibit A to this Agreement. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Projects as described in Attachment A to Resolution FCD2021-10. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budgets. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scopes of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scopes of Work and issuance of the Final Reports, as further described below.
- 2.4. Activities carried out for these Projects and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified

Project Name:
Project No. 1: Massey Creek Pocket Estuary Restoration/Fish Passage Project
Project No. 2: Redondo Creek Pipe Project

Award Number:
4.21.16
4.21.31

by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scopes of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budgets of this Agreement; 4) the activities occur after the District passes a resolution approving an award for the Projects; 5) such activities and expenses otherwise comply with all other terms of this Agreement; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.

- 2.5. The Recipient shall invoice King County for incurred expenses for each project using the Request for Payment form and Progress Report form for those documented and allowable expenses identified in the Budgets and according to the rules set forth in the Grant Policies and Procedures. Blank forms shall be provided to the Recipient by King County upon execution of this Agreement. Progress reports for each project (with or without requests for payment) shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form shall be submitted with all payment requests. A one- time advance of no more than 25% of the Award amount may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scopes of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from the advance payment shall be submitted to King County prior to any further requests for payment.
- 2.6. The Recipient shall be required to submit to King County a final report for each Project which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final reports may be submitted on the Final Report form unless a more detailed final report is specified in the scopes of work. A blank form shall be provided to the Recipient by King County upon execution of this Agreement. Each final report shall include a summary of each Project's successes and shall address the flood reduction benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted

Project Name:
Project No. 1: Massey Creek Pocket Estuary Restoration/Fish Passage Project
Project No. 2: Redondo Creek Pipe Project

Award Number:
4.21.16
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Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.

- 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.
- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding for the Projects on all literature, signage or press releases related to the Project. The Recipient may obtain from King County a District logo that may be used in the acknowledgement.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.

Project Name:
Project No. 1: Massey Creek Pocket Estuary Restoration/Fish Passage Project
Project No. 2: Redondo Creek Pipe Project

Award Number:
4.21.16
4.21.31

- 3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.5. The Projects shall be completed by no later than **December 31, 2024**. In the event that the Projects are not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.
- 3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District, King County's obligations are contingent upon the appropriation of sufficient funds by the Board of Supervisors of the District to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

KING COUNTY:

RECIPIENT:

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Project Name:
 Project No. 1: Massey Creek Pocket Estuary Restoration/Fish Passage Project
 Project No. 2: Redondo Creek Pipe Project

Award Number:
 4.21.16
 4.21.31

EXHIBIT A: PROJECT DESCRIPTION

PROJECT NAME	RECIPIENT	DESCRIPTION	LEVERAGE	AWARD
Massey Creek Pocket Estuary Restoration/Fish Passage Project	City of Des Moines	This project will improve riparian vegetation, remove armoring and fill, increase nearshore habitat, and enhance pocket estuaries and stream mouths. This will be accomplished by removing 300 feet of rock lined stream bank and small jetty, abandoning two long box culverts that are identified as a fish barrier, daylighting 500 feet of stream & riparian vegetation, and creating a pocket estuary at the new mouth of the creek. This grant proposal will carry this project through the property acquisition, site assessment, 60% design, and permitting required to complete this project.	\$1,165,000	\$365,000
Redondo Creek Pipe Project		This project will upgrade the storm ditch system and cage structure near the intersection of Redondo Way S & Sound View Dr S to reduce flood impact on Redondo Way S during large storm events. This project includes the stream bed restoration of approximately 50 ft of stream in the ravine area to the east. This project also includes the piping of approximately 20 ft of ditch-line and tight-lining an existing storm conveyance to a new storm structure.	\$1,967	\$25,000
TOTALS			\$1,166,967	\$390,000

EXHIBIT B-1: Scope of Work for Massey Creek Pocket Estuary Restoration/Fish Passage Project

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD	MONTH/YEAR TASK WILL BE COMPLETED
Task 1: Project Administration (Required task)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	4%	September 2024
Task 2: Property Acquisition	We have acquired Parcel #1722049091 to complete this project.	0%	September 2021
Task 3: Site Assessment	We will hire a consultant to complete a site assessment. Deliverable will include a site assessment report as well as a feasibility study.	0%	March 2022
Task 4: Critical Area Report & Permitting	We will hire a consultant to complete a critical area report for the project area for permitting purposes. Deliverables will include a Critical Area Report and all necessary approved permits.	27%	September 2023
Task 5: Project Design	We will hire a consultant to complete the project design for this work. Deliverable will be a stamped and approved 60% design by the Public Works Director.	69%	September 2023

Project Name:
 Project No. 1: Massey Creek Pocket Estuary Restoration/Fish Passage Project
 Project No. 2: Redondo Creek Pipe Project

Award Number:
 4.21.16
 4.21.31

EXHIBIT B-2: Scope of Work for Redondo Creek Pipe Project

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD	MONTH/YEAR TASK WILL BE COMPLETED
Task 1: Project Administration (Required task)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	14%	December 2022
Task 2: Project Survey	We have hired a consultant to complete a professional survey of the project area. Deliverable will be a base map for design that shows grade breaks, limits of shrubs, vegetation and landscaping limits, utility access points, sub-surface utility locations, and a stream OHWM delineation.	0%	May 2021
Task 3: Project Design	We will be completing design in-house. Using the basemap from Task 2, we will design a sediment trap & ditch pipe work using the King County Surface Water Design Manual. Deliverable will be a stamped 100% project design approved by the Des Moines Public Works Director.	0%	July 2021
Task 4: Critical Area Report & Permitting	We have hired a consultant to complete a critical area report for the project area for permitting purposes. We will complete permit applications in-house. Deliverables will include a Critical Area Report and approved permits from City of Des Moines & the Department of Fisheries and Wildlife.	21%	December 2021
Task 5: Project Construction	We will have our Public Works Crew dredge & restore approximately 50 feet of the ephemeral stream and install a sediment trap for habitat enhancement & sediment removal. They will also pipe 20 feet of drainage ditch leading to the cage structure. Deliverable will be as-built construction report with photos.	65%	September 2022

EXHIBIT C: BUDGET

Budget Item	Grant Award Amount		
	Massey Creek Pocket Estuary Restoration/Fish Passage Project	Redondo Creek Pipe Project	Totals
Staffing	\$15,000	\$1,967	\$16,967
Project Supplies		\$3,465	\$3,465
Commercial Services	\$350,000	\$19,568	\$369,568
Total	\$365,000	\$25,000	\$390,000

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Massey Creek Pocket Estuary and Fish Passage

Project #

451.853

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City of Des Moines

PLANNING, BUILDING AND PUBLIC WORKS
www.desmoineswa.gov
21650 11TH AVENUE SOUTH
DES MOINES, WASHINGTON 98198-6317
(206) 870-6522 FAX (206) 870-6596

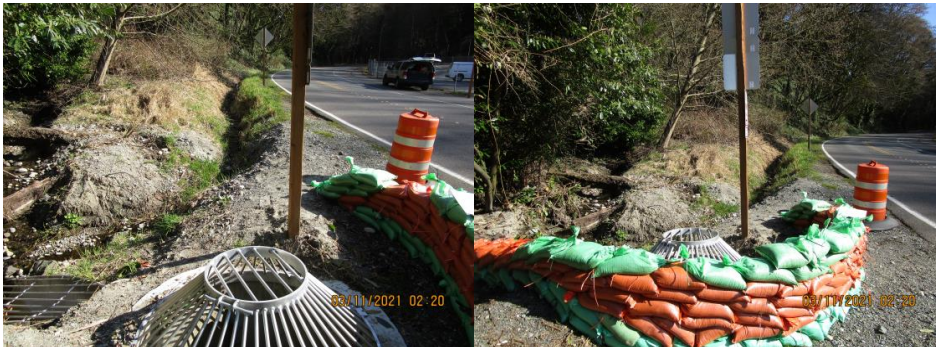
Attachment #3



Relevant Photos of Existing Conditions Redondo Creek Pipe Project 2021 Flood Reduction Grant Program



Sand bag installation after January 2021 overflow event



Existing drainage junction conditions (ephemeral stream to the left, drainage ditch to the right)

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 216th St. Right of Way Dedication

FOR AGENDA OF: October 21, 2021

ATTACHMENTS:

1. Public Right of Way Dedication Deed
2. Exhibit

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: October 14, 2021

CLEARANCES:

- ☒ Community Development Susan M. Cey
☐ Marina _____
☐ Parks, Recreation & Senior Services _____
☒ Public Works R. B. C.

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: Michael M.

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of a right of way dedication granting a portion of S 216th St. that is owned by the City in fee simple to the City to be designated as Right of Way. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to authorize and approve the dedication of a portion of City owned property parcel #200900-0006 for right of way purposes and authorize the City Manager to execute documents for this transaction substantially in the form as submitted."

Background

The City owns the lot at the corner of S 216th St. and 7th Place S (Parcel #200900-0006) in fee simple. The lot as it currently exists encompasses a significant portion of S. 216th St. The purpose of this dedication is to adjust the property line to reflect the current location of the City street.

Discussion

The City is exploring the potential sale of City owned property at the corner of S 216th St. and 7th Place S (Parcel #200900-0006). The property as it currently exists encompasses a significant portion of S. 216th St and prior to selling the property, this issue needs to be addressed.

By granting the portion of the property that is currently in the right of way to the City through a right of way dedication, the City will retain the right of way even if the property is sold.

Alternatives

Council may choose not to approve the dedication.

Financial Impact

There is no financial impact by approving the dedication.

Recommendation

Staff recommends that council approve the dedication.

RETURN ADDRESS:

**Office of the Des Moines City Clerk
21630 – 11th Ave. S., Suite A
Des Moines WA 98198**

PUBLIC RIGHT OF WAY DEDICATION DEED

**GRANTOR: CITY OF DES MOINES
GRANTEE: CITY OF DES MOINES
SHORT LEGAL: A 3276 square foot portion of Parcel Number 2009000006
TAX PARCEL: 2009000006**

For valuable consideration, **The City of Des Moines**, a Washington Municipal Corporation ("Grantor"), hereby conveys and dedicates to **The City of Des Moines**, a Washington Municipal Corporation ("Grantee"), its successors and assigns, for public right of way purposes, the following described real estate, situated in the City of Des Moines, King County, Washington:

*ALL THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A",
LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:*

*BEGINNING AT THE INTERSECTION OF THE RESPECTIVE CENTERLINES
OF 7TH PLACE SOUTH, AND SOUTH 216TH STREET, LOCATED IN THE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8,
TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF
DES MOINES, KING
COUNTY WASHINGTON;*

*THENCE SOUTH 87° 42' 57" EAST ALONG THE CENTERLINE OF SAID
SOUTH 216TH STREET, 130.63 FEET;*

*THENCE SOUTH 02° 17' 03" WEST, 40.00 FEET TO THE SOUTHERLY
MARGIN OF SAID SOUTH 216TH STREET, AND THE TRUE POINT OF
BEGINNING;*

*THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE TO THE
LEFT, WHOSE CENTER BEARS SOUTH 22° 18' 45" EAST, 141.00 FEET, AN
ARC DISTANCE OF 138.32 FEET TO THE SOUTHERLY MARGIN OF SAID
PARCEL "A";
THENCE SOUTH 89° 21' 47" WEST ALONG SAID SOUTHERLY MARGIN OF
PARCEL "A", 1.89 FEET TO THE EASTERLY MARGIN OF SAID 7TH PLACE*

*SOUTH, AND THE TERMINUS OF THIS DESCRIPTION; CONTAINING 3276
SQUARE FEET, MORE OR LESS.*

*PARCEL "A":
THE LAND IN THE COUNTY OF KING, STATE OF WASHINGTON,
DESCRIBED AS FOLLOWS:
LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 1, TOWN OF DES MOINES,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF
PLATS, PAGE 165, IN KING COUNTY, WASHINGTON.*

DATED this _____ day of _____,
20____.

GRANTOR:
City of Des Moines

By: _____
Michael Matthias, City Manager
By direction of the Des Moines City Council in an
open public meeting on _____,
2021.

Approved as to Form:

City Attorney

State of Washington,
King County:

I certify that I know or have satisfactory evidence that Michael Matthias is the person who appeared before me, acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledge it as the City Manager of the City of Des Moines to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20__

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

EXHIBIT _____
PARCEL NO. 2009000006
RIGHT OF WAY ACQUISITION

ALL THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE;

BEGINNING AT THE INTERSECTION OF THE RESPECTIVE CENTERLINES OF 7TH PLACE SOUTH, AND SOUTH 216TH STREET, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF DES MOINES, KING COUNTY WASHINGTON;

THENCE SOUTH 87° 42' 57" EAST ALONG THE CENTERLINE OF SAID SOUTH 216TH STREET, 130.63 FEET;

THENCE SOUTH 02° 17' 03" WEST, 40.00 FEET TO THE SOUTHERLY MARGIN OF SAID SOUTH 216TH STREET, AND THE TRUE POINT OF BEGINNING;

THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, WHOSE CENTER BEARS SOUTH 22° 18' 45" EAST, 141.00 FEET, AN ARC DISTANCE OF 138.32 FEET TO THE SOUTHERLY MARGIN OF SAID PARCEL "A";

THENCE SOUTH 89° 21' 47" WEST ALONG SAID SOUTHERLY MARGIN OF PARCEL "A", 1.89 FEET TO THE EASTERLY MARGIN OF SAID 7TH PLACE SOUTH, AND THE TERMINUS OF THIS DESCRIPTION;

CONTAINING 3276 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. 5003353-3558237, DATED OCTOBER 7, 2021)

*THE LAND IN THE COUNTY OF KING, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:
LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 1, TOWN OF DES MOINES, ACCORDING TO THE PLAT
THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 165, IN KING COUNTY, WASHINGTON.*

10/08/2021



AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
2022-2023 On-Call Consultant Agreements for
Civil Engineering Services

ATTACHMENTS:

1. Consultant Services Contract
2. Request for Qualifications

FOR AGENDA OF: October 21, 2021

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: October 14, 2021

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal /s/ TG
☒ Finance *Bethanne W. Warr*
☐ Courts N/A
☐ Police N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Michael P. ...*

Purpose and Recommendation

The purpose of this Agenda Item is to seek City Council authorization of Consultant Agreements for On-Call Civil Engineering Services from January 1, 2022 through December 31, 2023. The selected Consultants will provide engineering support on the City's approved Capital Improvement Program projects, will work on the Professional Services portions of the City's approved operating budgets as needed, will provide assistance on the review of development applications when necessary, and will be available to assist the City during emergency situations. This process has been used successfully by the City since 2008. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion 1: "I move to approve the Consultant Services Contract for On-Call Civil Engineering Services (2022-2023) with Exeltech Consulting Inc., Gray & Osborne Inc., KBA Inc., HWA Geosciences Inc., KPFF Consulting Engineers, KPG P.S., NV5, Parametrix, Pertect, and Tetra Tech each up to \$1,000,000.00, and authorize the City Manager to sign the Consultant Services Contract substantially in the form as submitted."

Background

Engineering consultants are needed in order to supplement and expand the capability of City staff on the design and construction of Capital Improvement Projects, to provide occasional assistance with development related reviews, and for other technical engineering work.

Among other things, RCW 39.80 requires that agencies advertise, conduct interviews if necessary, and ultimately select the most qualified consultant(s) to provide professional services. This selection process may not be based on the cost for those services.

In September of 2021, staff placed an advertisement for a Request for Qualifications (RFQ) from civil engineering firms interested in providing on-call engineering services to the City through the year 2023. A copy of the RFQ is provided as Attachment 2 for reference. Statements of Qualifications (SOQ) were received from 13 firms. Throughout October, a staff selection committee reviewed each of the SOQ's and ranked them based on their response to the criteria identified in the RFQ. The firms were also ranked on their ability to provide quality services in a wide variety of specific civil engineering disciplines.

Ten firms are needed in order to provide adequate redundancy of service in each specific discipline of civil engineering. This redundancy is necessary for several reasons. First, if staff is unable to successfully negotiate a specific Task Order Assignment with one consultant, staff can easily move to another consultant that is equally qualified to perform the task. Second, if a consultant is too busy to conduct a Task Order Assignment in a timely manner, staff needs to have at least one other consultant available to perform the work. Third, if staff receives work from a consultant on a development project where the assistance of a third party consultant review is needed, and the developer's consultant is on our on-call roster, there would be a conflict of interest. Staff needs to have another consultant available to conduct the review in this case.

The recommended consultant firms are Exeltech Consulting Inc., Gray & Osborne Inc., KBA Inc., HWA Geosciences Inc., KPFF Consulting Engineers., KPG P.S., NV5, Parametrix, Perteet, and Tetra Tech.

Discussion

The City has historically used consultants for providing professional services including design and construction management services, inspection services, and for preparing technical analyses on complex engineering related issues. Having consultants on-call streamlines the work effort required by City staff, and expedites the design and construction of projects.

Prior to 2008, staff selected consultants on a project by project basis. This process is very time consuming and in most cases, inefficient. In other words, for each and every project, an advertisement is placed, all submitted proposals are reviewed, interviews are conducted if necessary, and a consultant is selected for a specific project. In addition, staff typically advertised for professional services only after the Capital Improvement Program project budgets had been approved for a specific year. Going through an RFP for an individual project can add 2 to 3 months to the schedule. This can be problematic if construction windows are limited due to emergency related response needs, the time of year, weather, and environmental fishery related windows. Having consultants on-call over a multi-year timeframe is really ideal to support programs that are funded from a multi-year budget cycle process as well.

In late 2007, the Council authorized On-call Consultant Agreements for the years 2008 and 2009. This process was used again very successfully between 2010 and 2011, for years 2012 and 2013, for years 2014 and 2015, for years 2016 and 2017, for years 2018-2019, and current years 2020-2021. Having those Agreements in place greatly increased the productivity and efficiency of the staff. That increased productivity will certainly continue in 2022 and 2023 with the continuation of this on-call process.

All of the consultant selection process has been completed at this time. As various needs arise, staff will prepare a Task Order Assignment that identifies a specific work task or project to be performed. The selected consultant will meet with staff to develop and negotiate a specific scope of work, schedule, and budget for the Task Order Assignment. Once finalized, the Task Order Assignment will be approved by the City Manager or the City Council, depending on the specific budget and City Manager contract authority for that Task Order Assignment.

Approving these Agreements does not obligate the City to assign any specific number of tasks, volume of work, or a specific contract value to any of these consultants. At any time during a funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City has reserved the right to add and or delete Task Order Assignments to meet other priorities.

The maximum potential value for these Agreements is set at \$1,000,000 for consultants that can provide a wide variety of civil and architectural engineering services.

For all City projects supported by federal funding, the on-call contracts and Task Order Assignments will not be utilized. Separate contracts complying with the WSDOT Local Agency Guidelines Manual (LAG) will be utilized or other processes defined by the specific granting agency.

Alternatives

The Council could choose to have specific agreements prepared for each project at the time a project is started. Under this scenario, a specific agreement would have to be prepared, advertised, reviewed, and approved for each and every project, along with the scope of work, the schedule, and the budget. Also, under this scenario, the City would not have consultants available to provide assistance during emergency situations.

Financial Impact

Approving these agreements will streamline the consultant selection process for the City, saving staff time and resources, including advertising costs.

Approving these Consultant Agreements will create no negative financial impact to the City.

Approving these Agreements does not require the payment of any funds to any of the identified consultants. Consultants will only be paid for services provided on individual and specific Task Order Assignments. Each Task Order Assignment will have its own specific scope, schedule, and budget. All Task Order Assignments will be for work within established and approved City programs and budgets, or to assist the City in response to emergency situations.

The City Manager will approve Task Order Assignments that are within the City Manager's authorized limit. Task Order Assignments above that limit will be brought before the City Council for authorization.

Recommendation

Staff recommends adoption of the motion.



CONSULTANT SERVICES CONTRACT between the City of Des Moines and [Insert Consultant's Company Name]

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and [Insert Consultant's Co. Name] organized under the laws of the State of [Insert State Co. Formed Under], located and doing business at [Insert Consultant's Address and Phone Number] (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:

- "Scope of Work for 2022-2023 On-Call General Civil Engineering Services" attached hereto as Exhibit "A" is incorporated herein by reference, and
- Specific task orders issued by the City to Consultant under the terms described in Exhibit "A".

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 each task order described in Section I above immediately upon issuance of such task order. Upon the effective date of this Contract, Consultant shall complete the work described in Section I within the time specified in each task order and as specified in Exhibit "A".

III. COMPENSATION.

- A. The City shall pay the Consultant, for each task order, based on time and materials, an amount not to exceed the maximum amount payable specified in the task order for the services described in the task order. This is the maximum amount to be paid under this Contract for the work described in the task order, 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 maximum amount to be paid under this Contract shall not exceed one million dollars (\$1,000,000) 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 under each individual task assignment issued under this Contract herein shall remain locked at the negotiated rate(s) for the duration of the formal task order assignment.

CONSULTANT SERVICES CONTRACT
(Various)

- 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 negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the 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. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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 described below:

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

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

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

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

1. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The 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.

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

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

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 Agreement, 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: _____ City Attorney DATE: _____

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

[Insert Contact Name]
[Insert Company Name]
[Insert Address]
[Address - Continued]
[Insert Telephone Number] (telephone)
[Insert Fax Number] (facsimile)

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

Andrew Merges, PE
City Engineer
City of Des Moines
21630 11th Avenue S., Suite A
Des Moines, WA 98198
206-870-6568 (telephone)
(facsimile)

Exhibit “A”
Scope of Work
2022-2023 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected **Consultant Name Here** (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. **Consultant Name Here** agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2022 through December 31st, 2023. **Consultant Name Here** will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2023, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2024. No new work shall be authorized after December 31st, 2023 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task assignments simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task assignments issued to the Consultant by the City. Each task assignment will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task assignment agreements are not reimbursable. Individual task assignment budgets will be based on a cost plus fixed fee method, as determined by the City. Overhead calculations shall be based on the current WSDOT audit at the time of task assignment execution. The amount for each task assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

The City shall not contract for or issue task assignments for any services under this Agreement in connection with any project funded in whole or in part by Federal Highway Administration funds and Consultant shall not seek or accept any task assignment for services under this Agreement in connection with any project funded in whole or in part by Federal Highway Administration funds.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).
- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ASSIGNMENT PROCESS

Procurement, selection, and contracting of architectural and engineering services task orders pursuant to this agreement shall be in accord with chapter 39.80 RCW

Task assignments made by the City shall be initiated in writing by issuing a Formal Task Assignment Document, provided. The City's choice of consultant shall be the most qualified firm based on the scope, complexity, and professional nature of the services to be rendered, as well as qualifications and performance data on file with the City. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work.

The City's Project Manager will review and comment on the scope, schedule, and budget. If the City and Consultant negotiate an agreement for the requested services at a price which the agency determines is fair and reasonable to the agency, the City shall issue a Notice to Proceed. If the City and Consultant are unable to negotiate a satisfactory contract with at a price the agency determines to be fair and reasonable, negotiations shall be formally terminated and the City shall select another firm.

An Assignment shall become effective when a Task Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be approved by oral authorization. Such oral authorization shall be

followed up with a Task Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.



FORMAL TASK ASSIGNMENT DOCUMENT

Task Number _____

The general provisions and clauses of Agreement _____
Shall be in full force and effect for this Task Assignment.

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work: _____

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Attachment Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

**CITY OF DES MOINES
ENGINEERING SERVICES DEPARTMENT
REQUEST FOR QUALIFICATIONS
ON-CALL GENERAL CIVIL ENGINEERING SERVICES
2022 – 2023
Submittal Due Date: October 6, 2021**

GENERAL SCOPE:

The City of Des Moines is requesting statements of qualifications for firms interested in providing on-call General Civil Engineering Services for various City projects and tasks. The selected consultant(s) shall be responsible for preparing and/or reviewing civil engineering plans and specifications and where necessary, associated NEPA and or SEPA, studies, reports, and permits. The selected consultant(s) will be responsible for review of engineering aspects of selected developer plans. The selected consultant(s) will also provide predesign studies and final design assistance in support of City capital projects, operations, and maintenance including but not limited to, projects selected from the City of Des Moines adopted Transportation & Capital Improvement Plans. The City may also require architectural, landscape and/or urban design services in support of capital projects possibly including, but not limited to, arterial corridor planning, preservation of historic structures and/or improvements in the city center. The selected consultant(s) shall be available on an as-needed basis from January 1, 2022 to December 31, 2023. One or more consultant contracts will be considered under this solicitation, each with a maximum cost of up to \$1,000,000, incurred under multiple task order assignments. The Consultant(s) will be expected to respond on short notice to requests for technical services to resolve urgent task orders.

PROFESSIONAL SERVICES REQUIRED:

It is the intent of the City of Des Moines that the selected firm(s) will have experience in accomplishing similar work for municipal clients. The ideal firm(s) would be able to provide civil engineering services including the specialty areas of bridge and structural engineering, geotechnical engineering, pavement and roadway design, traffic engineering, transportation planning including preparation of comprehensive transportation plans, corridor studies and traffic impact fee programs, surface water management plans, utility plans, value engineering, construction engineering, and construction management. Other services requested of the selected consultant(s) may include architectural, historic preservation, survey, wetlands & environmental studies, permit acquisition, right-of-way services, materials testing, grant preparation, public outreach and other related work.

It is anticipated that the City of Des Moines may select firms in the following (but not limited to) categories:

- General Civil Engineering – All services as illustrated above
- Structural Engineering – General and bridge services
- Geotechnical Engineering – General services
- Environmental Engineering – General and permitting services
- Construction Management – General services including administration, engineering, inspection, and materials testing
- Right-of-Way Acquisition – Real Estate Services

Work performed under this scope will consist of individually negotiated task order assignments processed under a consultant agreement. Work will be based upon a project scope that may involve any one or a combination of disciplines and expertise and therefore may require the participation of one or several individual specialists. Work on scoping and/or preparation of the individual task order assignments is not reimbursable.

In the case of projects covering two or more distinct phases, when the cost for the second phase depends on decisions reached during the first phase, the task order assignment should cover only the first phase. The consultant agreement(s) for preliminary engineering will state that the consultant may be considered for subsequent phases upon satisfactory performance on prior work and upon negotiation of an agreement for the subsequent phase(s). The City of Des Moines is not obligated to use the same consultant firm for all phases. Separate consultant task order assignments may be considered for each phase (e.g., one for preliminary engineering and another for construction management).

RFQ SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA:

Responses to this Request for Qualifications shall be limited to fifteen (15) single-sided pages, not including a cover letter. A minimum of three references pertaining to the requested services must be listed, with current phone numbers and contact persons as a part of the RFQ. In addition, the consultant may submit a brochure describing the general capabilities of their firm along with the RFQ.

The RFQ's will be evaluated by a selection committee. If the selection committee cannot make definitive consultant selections, the City may choose to conduct oral interviews of top ranking firms. The committee will ultimately select Civil Engineering firms to be included on an on-call roster for 2022-2023.

The selection committee will use, but will not be limited to, the following criteria for consultant selection:

- Consultant's specialized experience and technical competence in performing the type of work requested in the general scope of work under one of the categories listed. The proposal document should list work experience specific to the consultant's staff members who would work for the City under this contract. (45 points)
- Demonstrated ability to perform work in a timely manner. (20 points)
- Demonstrated ability to be responsive, meet schedules, and manage budgets. (30 points)
- Demonstrated ability to successfully work with municipalities and regulatory agencies. (25 points)
- Experience and ability to work on federally funded projects consistent with local, state, and federal requirements. (30 points)
- Demonstrated ability and approach to meet Disadvantaged Business Enterprises (DBE) goals for any phase or type of work assigned by the City. (DBE Participation Plan - Mandatory Minimum Criteria)

Total maximum points: 150

The City of Des Moines in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Responses to this RFQ must be delivered via email as PDF attachments (10MB or less) to the City of Des Moines, 21650 11th Avenue South, Des Moines, WA 98198, Attention: Andrew Merges, P.E. City Engineer by 4:00 PM on October 6, 2021. Questions regarding this Request for Qualifications should be directed in writing, via e-mail only, to Andrew Merges, at amerges@desmoineswa.gov by 12:00 PM October 1, 2021. City written responses, if applicable, will be available to interested parties on or before the COB October 4, 2021.

Published in the Seattle Times: September 21 and September 28, 2021.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing:
2022 Preliminary Annual Budget

ATTACHMENTS:

1. Draft Ordinance No. 21-048
2. Appendix A

FOR AGENDA OF: October 21, 2021

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: October 13, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal /s/ TG
- ☒ Finance *Bethanne Warr*
- ☐ Courts _____
- ☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Michael Kuo*

Purpose and Recommendation

The purpose of this agenda item is to:

- Present to the City Council the 2022 Preliminary Annual Budget for review and consideration, and;
- To hold a preliminary public hearing on the 2022 Preliminary Annual Budget, and;
- To consider for first reading the Draft Ordinance No. 21-048— adopting the final annual budget for the City of Des Moines, Washington for the fiscal year 2022.

The attached Draft Ordinance Appendix A presents the budget summary of sources and uses by funds to be adopted as the final budget by City Council later in the year.

Suggested Motion

Motion 1: “I move to pass Draft Ordinance No. 21-048 to a second reading on November 18, 2021 for further City Council consideration and approval.”

Background

In accordance with state law, the 2022 Preliminary Annual Budget was presented to the City Council and made available to the public on October 8, 2021.

Budget adoption requires two public hearings. The first public hearing is scheduled for October 21, 2021 and the final public hearing is scheduled for November 18, 2021. Notice of these public hearings were provided to the public on October 5, 2021 and October 12, 2021

Recommendation

Staff recommends that the City Council authorize the second reading of Draft Ordinance No. 21-048 on November 18, 2021 further City Council consideration and approval.

CITY ATTORNEY'S FIRST DRAFT 10/12/2021

DRAFT ORDINANCE NO. 21-048

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON adopting the final annual budget for the City of Des Moines, Washington, for the fiscal year ending December 31, 2022, in summary form, ratifying and confirming revenues and expenditures previously implemented for fiscal year 2021, as such revenues and expenditures form the basis for development of the budget for fiscal year 2022, approving revenues and expenditures for fiscal year 2022, and temporarily suspending the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2021 budget might be inconsistent.

WHEREAS, the City Manager for the City of Des Moines has prepared and submitted the preliminary annual budget for the fiscal year ending December 31, 2022 to the City Council and has filed these budgets with the City Clerk, and

WHEREAS, the City Council finds that the City Manager's proposed budget for fiscal year 2022 reflects revenues and expenditures that are intended to ensure provision of vital municipal services at acceptable levels, and

WHEREAS, the City Council finds that the City Manager's proposed annual budget for fiscal year 2022 appropriately relies upon anticipated year-end balances derived from revenues and expenditures previously approved and authorized by the City Council as part of the City's budget for fiscal year 2021, and

WHEREAS, the City Council finds that the fund adjustments and transfers proposed by the City Manager for fiscal year 2021 are necessary and in the public's interest, and

WHEREAS, a preliminary public hearing was held on October 21, 2021, to take public comment with respect to the proposed 2022 annual budget, and

WHEREAS, notice of the public hearing was given to the public in accordance with law and the preliminary public hearing was held on the 21st day of October, 2021, and all persons wishing to be heard were heard, and

WHEREAS, by motion regularly passed, the Des Moines City Council scheduled the final public hearing for November 18, 2021, to take public comment with respect to the proposed 2022 annual budget, and

WHEREAS, notice of the public hearing was given to the public in accordance with law and the final public hearing was held on the 18th day of November, 2021, and all persons wishing to be heard were heard; now therefore,

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

Sec. 1. The findings set forth in the preamble to this Ordinance are hereby adopted and incorporated by reference.

Sec. 2. Based on the findings adopted herein, the City Council temporarily suspends the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2022 annual budget might be inconsistent.

Sec. 3. The fund adjustments and transfers proposed by the City Manager for fiscal year 2021 which are incorporated in the annual budget for fiscal year 2022, are hereby authorized and approved by the City Council.

Sec. 4. Because the City's annual budget for fiscal year 2022 rely upon anticipated year-end fund balances or shortages derived from revenues collected and expenditures incurred in fiscal year 2021, the City Council hereby ratifies and confirms all revenues, from whatever source derived, and expenditures incurred by the City to the extent such revenues and expenditures are in accordance with the City's annual budget for fiscal year 2021 or any subsequent budget amendments formally approved by the City Council.

Sec. 5. The City Council hereby adopts, affirms and approves any and all revenues, from whatever source derived, and expenditures as referenced in the attached annual budget for fiscal year 2022.

Sec. 6. The final annual budget for the City of Des Moines' fiscal year 2022 is hereby adopted and approved in summary form as set forth in the attached Appendix "A", which is by this reference incorporated herein

Sec 7. Severability - Construction.

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

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

Sec 8. Effective date. This Ordinance shall take effect and be in full force (5) five days after its final passage by the Des Moines City Council.

Ordinance No. 21-048
Page 4 of 4

PASSED BY the City Council of the City of Des Moines this
18th day of November, 2021 and signed in authentication thereof
this 18th day of November, 2021.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published:

**DRAFT ORDINANCE 21-048
APPENDIX A**

**2022 PRELIMINARY BUDGET
SUMMARY OF SOURCES AND USES**

		Estimated		
		Beginning Fund		
	Funds	Balance	Revenue	Total Sources
	General Fund	\$ 4,536,182	\$ 24,525,359	\$ 29,061,541
Special Revenue	Streets	1,115,938	1,871,155	2,987,093
	Street Pavement	1,749,883	1,133,550	2,883,433
	Development	3,982,389	2,842,907	6,825,296
	Police Drug Seizure	12,823	1,250	14,073
	Hotel-Motel Tax	90,552	117,200	207,752
	Affordable Housing Sales Tax	24,008	35,000	59,008
	American Rescue Plan Funding	3,356,789	4,516,439	7,873,228
	Redondo Zone	32,435	92,850	125,285
	Waterfront Zone	252,421	199,600	452,021
	PBPW Automation Fee	446,611	127,500	574,111
	Urban Forestry	-	5,000	5,000
	Abatement	26,908	2,300	29,208
	Automated Speed Enforce (ASE)	244,597	242,200	486,797
	Transportation Benefit District	1,626,588	1,020,000	2,646,588
	Total Special Revenue Funds	12,961,942	12,206,951	25,168,893
Debt Service	REET 1 Debt Service	13,463	-	13,463
	REET 2 Debt Service	20,592	246,365	266,956
	2018 LTGO Debt Service	113,564	226,100	339,664
	Total Debt Service Funds	147,618	472,465	620,083
Capital Projects	Municipal Capital Improvement	4,193,305	4,765,000	8,958,305
	Transportation Capital Improvement	1,795,006	5,439,000	7,234,006
	REET 1st Quarter	2,562,420	665,000	3,227,420
	REET 2nd Quarter	1,042,985	653,000	1,695,985
	Park Levy	70,506	182,600	253,106
	Park In Lieu	446,313	50,750	497,063
	One Time Revenues	1,036,760	367,500	1,404,260
	Traffic In Lieu	1,314,366	2,690,500	4,004,866
	Traffic Impact Citywide	1,597,266	353,250	1,950,516
	Traffic Impact Pacific Ridge	637,987	101,750	739,737
	Total Capital Project Funds	14,696,914	15,268,350	29,965,264
Enterprise	Marina	3,553,092	8,410,786	11,963,878
	Surface Water Management	7,189,295	5,068,997	12,258,292
	Total Enterprise Funds	10,742,387	13,479,783	24,222,170
Internal Service	Equipment Rental Operations	354,273	575,319	929,592
	Equipment Rental Replacement	2,733,696	653,606	3,387,302
	Facility Repair & Replacement	520,722	165,594	686,316
	Computer Replacement	1,278,324	160,043	1,438,367
	Self Insurance	845,074	717,410	1,562,484
	Unemployment Insurance	430,795	39,500	470,295
	Total Internal Service Funds	6,162,884	2,311,472	8,474,356
Total Budget - All Funds				

DRAFT ORDINANCE 21-048
APPENDIX A

		Estimated		
		Ending Fund		
	Funds	Expenditure	Balance	Total Uses
	General Fund	\$ 24,888,320	\$ 4,173,221	\$ 29,061,541
Special Revenue	Streets	2,071,415	915,678	2,987,093
	Street Pavement	1,082,000	1,801,433	2,883,433
	Development	3,475,407	3,349,889	6,825,296
	Police Drug Seizure	11,000	3,073	14,073
	Hotel-Motel Tax	117,000	90,752	207,752
	Affordable Housing Sales Tax	30,000	29,008	59,008
	American Rescue Plan Funding	4,174,665	3,698,563	7,873,228
	Redondo Zone	86,785	38,500	125,285
	Waterfront Zone	117,233	334,788	452,021
	PBPW Automation Fee	-	574,111	574,111
	Urban Forestry	5,000	-	5,000
	Abatement	1,000	28,208	29,208
	Automated Speed Enforce (ASE)	140,000	346,797	486,797
	Transportation Benefit District	950,000	1,696,588	2,646,588
	Total Special Revenue Funds	12,261,505	12,907,388	25,168,893
Debt Service	REET 1 Debt Service	-	13,463	13,463
	REET 2 Debt Service	235,083	31,873	266,956
	2018 LTGO Debt Service	226,000	113,664	339,664
	Total Debt Service Funds	461,083	159,000	620,083
Capital Projects	Municipal Capital Improvement	9,646,000	(687,695)	8,958,305
	Transportation Capital Improvement	6,155,000	1,079,006	7,234,006
	REET 1st Quarter	1,499,000	1,728,420	3,227,420
	REET 2nd Quarter	1,025,365	670,621	1,695,985
	Park Levy	-	253,106	253,106
	Park In Lieu	63,000	434,063	497,063
	One Time Revenues	891,000	513,260	1,404,260
	Traffic In Lieu	200,000	3,804,866	4,004,866
	Traffic Impact Citywide	849,000	1,101,516	1,950,516
	Traffic Impact Pacific Ridge	-	739,737	739,737
	Total Capital Project Funds	20,328,365	9,636,900	29,965,264
Enterprise	Marina	8,365,531	3,598,347	11,963,878
	Surface Water Management	8,027,346	4,230,946	12,258,292
	Total Enterprise Funds	16,392,877	7,829,293	24,222,170
Internal Service	Equipment Rental Operations	640,436	289,156	929,592
	Equipment Rental Replacement	255,000	3,132,302	3,387,302
	Facility Repair & Replacement	385,000	301,316	686,316
	Computer Replacement	286,620	1,151,747	1,438,367
	Self Insurance	778,365	784,119	1,562,484
	Unemployment Insurance	90,000	380,295	470,295
	Total Internal Service Funds	2,435,421	6,038,935	8,474,356
Total Budget - All Funds		\$ 76,767,570	\$ 40,744,736	\$ 117,512,307