

AGENDA

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

December 8, 2016 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

Page 1 Item 1: CITY MANAGER THIRD QUARTER REPORT

CONSENT CALENDAR

Page 39 Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes of the October 13 and October 20, 2016 City Council Executive Sessions and the minutes of the October 13 and October 20, 2016 Regular City Council meetings.

Page 51 Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfer included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#148641-148875	\$1,373,632.91
Electronic Wire Transfers	#790-797	\$ 185,679.29
Payroll Checks	#18873-18875	\$ 3,808.18
Payroll Direct Deposit	#460001-460149	\$ 287,062.69
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$1,850,183.07

Page 53 Item 3: ARTS COMMISSION REAPPOINTMENTS

Motion is to confirm the Mayoral reappointments of Alfonso De Anda and Ekkarath Sisavatdy to three year terms on the City of Des Moines Arts Commission effective January 1, 2017 and expiring on December 31, 2019.

Page 55 Item 4: JAIL ALTERNATIVE – DOC WORK CREW

Motion is to approve the Memorandum of Agreement between the City of Des Moines and the Washington State Department of Corrections for the purpose of providing Community Restitution crew participation as a jail alternative, and authorize the City Manager to sign said agreement substantially in the form submitted.

Page 65 Item 5: TRANSPORTATION MANAGEMENT SERVICES CONSULTANT CONTRACT-SPECIAL PROJECT MANAGER
Motion is to approve the contract with Leonard D. Madsen, AICP, for professional transportation management services in 2017, estimated to average 26 hours per week, to manage the S. 216th Segment 3 project, the Marine View Drive Roundabout project, and right of way coordination services with Sound Transit at a not-to-exceed cost of \$115,000, and authorize the City Manager to sign the contract substantially in the form as submitted.

Page 77 Item 6: UPDATE OF CITY OF DES MOINES CERTIFICATION ACCEPTANCE QUALIFICATION AGREEMENT AND RIGHT OF WAY ACQUISITION PROCEDURES
Motion 1 is to approve the City of Des Moines Certification Acceptance Qualification Agreement, with Attachment designating the City Manager and the Chief Operations Officer as the individuals authorized to sign Progress Billing statements and reimbursement requests, and authorize the City Manager to sign the Agreement substantially in the form as submitted.

Motion 2 is to approve the City of Des Moines Right-of-Way Acquisition Procedures and authorize the Mayor to sign the Procedures substantially in the same form as submitted.

Page 95 Item 7: AMENDMENT TO ILA WITH DEPARTMENT OF LICENSING FOR COLLECTION OF ANNUAL VEHICLE FEES
Motion is to approve Amendment #2 to the Interlocal Agreement between the City of Des Moines and the Department of Licensing for the collection of the annual vehicle licensing fee, and to authorize the City Manager to sign the Amendment substantially in the form as attached.

NEW BUSINESS

Page 113 Item 1: CONTRACT WITH PARKING BOXX, INC. FOR PROVIDING THE EQUIPMENT, INSTALLATION, SUPPLIES AND TRAINING FOR THE PARKING LOT ACCESS AND REVENUE CONTROL SYSTEM FOR THE MARINA AND BEACH PARK
Staff Presentation: Harbormaster Joe Dusenbury

EXECUTIVE SESSION

NEXT MEETING DATE

January 5, 2017 City Council Regular Meeting

ADJOURNMENT

City Manager's Office

November 10, 2016

To: City Council

From: City Manager

Re: Third Quarter Report

The information below represents a compilation of results of each Department for 3rd Quarter, 2016.

CITY MANAGER'S OFFICE

- Worked with Senior Staff to prepare budget for the City Council Budget Retreat, meeting with Finance Director and individual Department Directors
- Participated in the Citizens Advisory Committee Meetings
- Prepared and submitted Port of Seattle economic development grant application
 - Presented a Port of Seattle Commission with Mayor in support of City grant application
 - City received grant, signed grant contract with Port
 - Identified consultants to perform grant tasks
- Participated in City Council Budget Retreat
- Held Senior Staff retreat to identify city functions and opportunities for administrative reorganization to enhance efficiency and performance
- Participated in Emergency Management planning efforts, regionally and locally
- Managed a seamless transition through process of former City Manager retiring
- Met with our elected state representatives to review proposed city legislative priorities subject to City Council adoption
- Provided tours of the city to key port of Seattle Commissioners and staff
- Worked with Finance Director to prepare City Manager's recommended budget to City Council
- Worked with Metro and other private and public partners to begin preliminary concept of shuttle from Angle Lake station to Des Moines Creek Business Park and to the downtown/Marina.

LEGAL DEPARTMENT

Civil Matters: To date this year, the Legal Department has opened 151 files for civil matters; primarily advisory work to assist the City's operating departments.

- In a nuisance abatement lawsuit pending in Superior Court for the property at 2828 S. 224th Street, Des Moines, an Order of Default and Warrant of Abatement of Nuisance Violations was granted by the Court on July 22, 2016. Since the residence on the property was not brought into compliance within twenty days of the Order, the City now has the legal authority to demolish the residence. Legal worked with PBPW Department to arrange for asbestos abatement and demolition. A \$25,000.00 budget amendment for the 2016 budget has been approved to cover the asbestos abatement and house demolition scope of work. The Legal Department will work to recover all costs of the abatement through a lien on the property, but it is not known when the money would be recovered. The trial originally scheduled for November 28, 2016 has been cancelled.
- A Claim for Damages was received regarding an incident alleging unlawful arrest. The claim seeks \$25,000. A review has been initiated and relevant information has been forwarded to WCIA. A statement was prepared by the Interim Assistant City Attorney in response to the Claim for Damages.
- A Small Claims action was filed against the City in the amount of \$4,692.11, alleging loss of business and "unnecessary expenses due to negligence and misrepresentation". Staff prepared a response in this matter. The Interim City Attorney represented the City at the hearing held on August 31, 2016 and the judge subsequently dismissed the case against the City with prejudice. The City's insurance carrier previously declined the business owner's Claim for Damages, finding that the City was not responsible for the costs alleged.
- The City received a Summons and Complaint alleging a number of actions, including a violation of a defendant's civil rights, based on an arrest and successful prosecution for patronizing a prostitute. The City of Des Moines is named as a defendant, as are the City Prosecutor, a Des Moines Police Officer, a Judge Pro Tem, and an undercover Seattle Police Officer. WCIA has assigned an attorney to defend the civil rights claims and the City Attorney's Office will defend the remaining claims.
- The Legal Department continued working on other nuisance properties, with the Interim Assistant City Attorney representing the City in the municipal court.
- The Interim Assistant City Attorney filed numerous infractions for code violations on a residential property that has been used for auto repairs, which is not an allowed use of the property. The owner does not have a business license. The penalties for these violations will be assessed at \$513.00 per day for each violation.
- The City Attorney's Office filed citations against the property owner of an undeveloped piece of property near 216th and 24th Ave S., for several code violations related to the storage of vehicles on the property without permits and to other Zoning Code violations. The total penalty imposed exceeds \$12,000. The property has been substantially cleared; however, if continued progress is not made or additional violations are observed, more citations will be issued.

- The deadline for the Notice of Violation on the vacant and overgrown property at the corner of 216th and 29th Ave has passed. The Legal Department coordinated with the Police Department and PBPW to clear the property. The property had become a haven for drugs and prostitution and the trails through the wooded area on the property were used to flee law enforcement.
- The Legal Department organized a code enforcement meeting to create a new list of problem properties and to consider a code enforcement emphasis to address specific issues that have received a number of complaints lately. Additional updates will be provided as the plan is developed.
- The Interim Assistant City Attorney has reviewed the DNR Tidelands Lease documents and continued discussion with the Harbormaster and Interim City Attorney. Interim City Attorney George met with State Representatives Tina Orwall and Dave Hayes (Oak Harbor area), Mayor Pina, City Manager Piasecki, Assistant City Manager Matthias, and representatives from the City of Oak Harbor to discuss aquatic land leases with the State Department of Natural Resources. Both Des Moines and Oak Harbor have marinas that use state aquatics lands, but Oak Harbor is exempted from paying for their lease through a bill passed in the Legislature several years ago. That exemption is set to expire in a few years. Legislation was discussed to extend that exemption and to apply it to Des Moines as well. This exemption is similar to what other ports in Washington have for their aquatic land leases.
- The Legal Department continues to work on issues involving paid parking at the marina, including the bid process for installation of equipment and ingress and egress issues for property owners who use the Beach Park to access their waterfront homes in Normandy Park.
- The Interim Assistant City Attorney has been working with the Harbormaster to clear the title of a boat abandoned at the Marina to make the boat suitable for sale at auction. Proceeds from the auction will go towards paying the boat owner's unpaid moorage fees and other expenses incurred by the City.
- Pursuant to motion by the City Council, the Legal Department filed a request with Niantic Ops to remove the Poke Stops and Poke Gyms from the Des Moines Marina and Beach Park. Council reconsidered its request to opt-out on September 22nd and directed staff to formally withdraw the request for removal of Poke Stops and Poke Gyms from the Marina and Beach Park. The request has been withdrawn.
- At the August 13th budget retreat, the City Council directed that the remaining furloughs be cancelled for the rest of the year, starting with the furlough scheduled for September. The Interim City Attorney devised the process to effectuate that direction. A draft resolution prepared by the Interim City Attorney was considered and passed by Council at the September 8, 2016 Council meeting. Any acts consistent with the authority and prior to the effective date of the resolution were ratified and confirmed.
- Legal staff attended a budget meeting organized and conducted by the Finance Director.
- The Interim City Attorney drafted an employment contract for the City Council to consider regarding the new City Manager.
- The Interim City Attorney worked with the City Clerk in reviewing numerous public records requests and responses.

- The Interim Assistant City Attorney gave a presentation to the City Council on prosecution as part of the Government 101 series, along with representatives of the Court, Probation, and the Public Defenders on August 11, 2016.
- The City has received a number of requests from communications companies seeking information on obtaining franchise agreements. The Legal Department has made contact with an outside consultant who is currently negotiating a uniform telecommunications franchise agreement for 24 other cities across the state. Information regarding scope of services provided and cost is being assembled and will be presented to the franchise committee. The cost for the consultant likely could be recovered from the franchisee as part of the franchise terms. Updates will be provided at the next Ad Hoc Franchise Committee meetings.
- A statement announcing the City's newly effective franchise agreements negotiated with Highline Water District, Southwest Suburban Sewer District, and Midway Sewer District was drafted by the Legal Department and uploaded to the City's website. These 10-year agreements were the result of hard work and months of negotiations between the City and the Districts to build trust and reach common ground. They memorialize a spirit of cooperation, mutual benefit, and a great working relationship that will continue forward through the term of the agreements and beyond.
- The Legal Department prepared a letter informing Lakehaven Water & Sewer Utility District about the City's recent successful franchise negotiations with three other utility districts and inviting them to renegotiate their current agreement. The Utility District has since declined the City's offer to renegotiate.
- Following a meeting with Century Link representatives regarding a new cable franchise to provide the Prism cable service to residents of the City, the Interim City Attorney continued to work on this draft franchise ordinance.
- The Interim City Attorney continued work on a franchise ordinance for Mobilitie to provide a new wireless data system.
- An agreement to issue and enforce trespassing admonishments for the King County Library at Woodmont has been reviewed and approved by the Legal Department and the PD. Having this agreement in place should assist in dealing with issues of disorderly and/or unwanted patrons at the library. Additional methods to increase safety at the library are being instituted simultaneously.
- The Legal Department prepared and distributed to all employees a memo addressing political activities for government employees. An additional memo regarding political signs in the right of way was distributed to Public Works.
- The following Ordinances and Resolutions were prepared in final form and signed in the Third Quarter 2016 following approval by the City Council:

Ordinance No. 1654	Citizens Advisory Committee Amendments
Ordinance No. 1655	Title 18 Amendments, Housekeeping and Clarification
Ordinance No. 1656	Amendments to W-C Allowed Uses and 70' Building Height
Ordinance No. 1657	Impact Fee Deferred Payment Option
Ordinance No. 1658	Comprehensive Transportation Plan Amendments
Ordinance No. 1659	Transportation Impact Fee Rate Study
Ordinance No. 1660	Blueberry Lane Zoning Reclassification
Resolution No. 1333	Destination Des Moines Summer Events
Resolution No. 1334	Setting Public Hearing for Comprehensive Transportation Plan (CTP)
Resolution No. 1335	Setting Public Hearing for Transportation Impact Fee
Resolution No. 1336	CIP 2017-2022
Resolution No. 1337	Port of Seattle Grant
Resolution No. 1338	Blueberry Lane Final Plat
Resolution No. 1339	Setting Public Hearing – Blueberry Lane Zoning Reclassifications
Resolution No. 1340	Setting a Public Hearing for the POS Rezone
Resolution No. 1341	Furlough Suspension
Resolution No. 1342	Setting Public Hearing for Comp Plan
Resolution No. 1343	Business License Fee Schedule

Prosecuting Attorney Quarterly Recap:

- **Des Moines.** The Prosecuting Attorney filed 541 infractions and citations in the Third Quarter 2016 for Des Moines and appeared at 723 criminal hearings. Also filed were 417 Midway and Woodmont Photo Enforcement infractions and 13 abatement infractions. The Prosecutor represented the City at 40 hearings involving infractions that were being opposed by private counsel, 12 animal control hearings, and one dangerous dog hearing. Staff also responded to 14 infraction discovery requests.
- **Normandy Park.** The Prosecuting Attorney filed 65 infractions and citations in the Third Quarter 2016 for Normandy Park and appeared at 252 criminal hearings and 11 hearings involving infractions that were being opposed by private counsel. Staff also responded to five infraction discovery requests for Normandy Park.

Legal Contracts Signed in the Third Quarter: None for Legal.

Bids, RFPs, and RFQs to Be Issued by Legal in the Third Quarter: None for Legal.

CITY CLERK'S OFFICE

Request for Public Records-2013

Month	Total # of Requests	Total Active Requests	BY DEPARTMENT		
			ADMIN	PBPW	PD
January	42	0	5	7	30
February	79	0	5	6	68
March	104	0	12	8	84
April	104	0	4	10	90
May	122	0	7	9	106
June	121	0	8	7	106
July	115	0	18	11	86
August	131	0	6	6	119
September	91	0	2	1	88
October	114	0	12	4	98
November	96	0	6	6	84
December	104	0	6	4	94
TOTAL	1223	0	91	79	1053

Request for Public Records-2014

Month	Total # of Requests	Total Active Requests	BY DEPARTMENT			
			ADMIN	PBPW	PD	Court
January	127	0	9	4	109	5
February	118	0	9	9	89	11
March	170	0	20	16	116	18
April	156	0	13	17	112	14
May	139	0	6	10	114	9
June	116	0	5	11	93	7
July	181	0	10	24	130	17
August	148	0	4	25	110	9
September	112	0	3	13	87	9
October	120	0	3	16	95	6
November	93	0	2	4	83	4
December	120	0	8	17	93	2
TOTAL	1600	0	92	166	1231	111

Request for Public Records-2015

Month	Total # of Requests	Total Active Requests	BY DEPARTMENT			
			ADMIN	PBPW	PD	Court
January	120	0	7	20	90	3
February	143	0	7	12	118	6
March	139	0	12	14	110	3
April	111	0	20	12	76	3
May	121	0	17	15	88	1
June	146	0	3	15	126	2
July	138	0	8	14	110	6
August	132	0	13	15	91	13
September	121	0	17	14	82	8
October	143	0	14	15	102	12
November	139	0	9	16	108	6
December	120	0	13	12	86	9
TOTAL	1573	0	140	174	1187	72

Request for Public Records-2016

Month	Total # of Requests	Total Active Requests	BY DEPARTMENT			
			ADMIN	PBPW	PD	Court
January	146	0	23	6	112	5
February	156	0	5	13	131	7
March	158	0	7	16	118	17
April	125	0	8	10	95	12
May	141	0	9	6	119	7
June	139	0	3	8	122	6
July	138	4	8	15	106	9
August	153	0	19	11	117	6
September	145	2	11	14	113	7
October	155	13	15	18	116	6
November	0	0	0	0	0	0
December	0	0	0	0	0	0
TOTAL	1456	19	108	117	1149	82

Third Quarter Accomplishments:

- Installation of a new timer for public comment period during Council Meetings.

FINANCE DEPARTMENT

New Commercial Business Licenses – 3rd Quarter

- **Stegin Structural Concrete Inc**
22515 Marine View Dr. S.
New Commercial: contractor's office
- **All Pro Auto Sales LLC**
22441 Pacific Hwy S
New Commercial: auto sales
- **Salon PS Washington LLC – Location #7**
23600 Marine View Dr. S.
New Commercial: hair salon at Judson Park (new management)
- **Salon PS Washington LLC – Location #8**
23620 Marine View Dr. S.
New Commercial: hair salon at Judson Park – Caldwell Health Center (new management)
- **Manufacturing Group LLC dba Closets by Design**
1857 S. 216th St
New Commercial: manufacturing
- **Waterland Arcade**
22306 Marine View Dr. S.
New Commercial: arcade
- **Kardiel Inc.**
2021 S. 208th St #A
New Commercial: wholesale furniture
- **Lymphedema Challenger LLC dba Lymphedema Nutrition & Wellness Information Center**
22014 7th Ave. S. Ste. 106
New Commercial: wellness

Major Tasks Completed During 3rd Quarter

- Vacant Staff Accountant position. Cross training existing Staff Accountant to cover duties related to vacant position.
- Completed and published Council adopted 2017-2022 CIP Plan.
- Created "Dept. Requested 2017 Budget" and reviewed by Asst. City Manager to determine first draft of "City Manager Recommended 2017 Budget".
- Prepared first draft of 2017-2022 Financial Forecast and power point presentation for August 13's City Council Budget Retreat.
- Presented first draft of 2017-2022 Financial Forecast and power point presentation for August 13's City Council Budget Retreat.
- Presented various employee group meetings regarding 2017-2022 Financial Forecast.
- Finished various employee group meetings regarding 2017-2022 Financial Forecast.
- Updated personnel benefit calculations with updated benefit rates.
- Updated City Manager Budget to keep current with new estimates and forecasts.

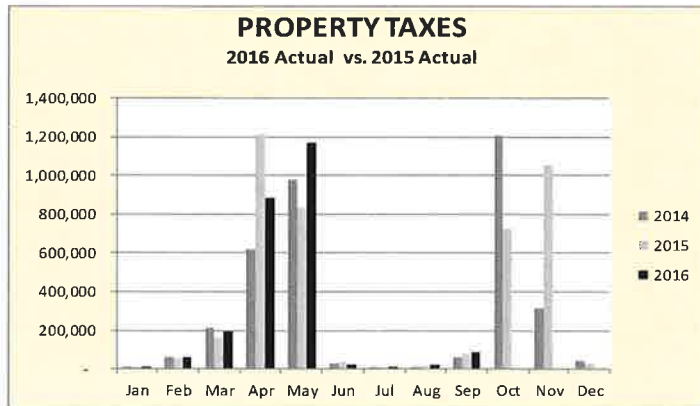
- Updated current year and next year CIP budgets to reflect project changes.
- Met with PRSS to gather background information for Council budget information request.

MAJOR REVENUE TRENDS (CASH BASIS)

MAJOR REVENUE TRENDS

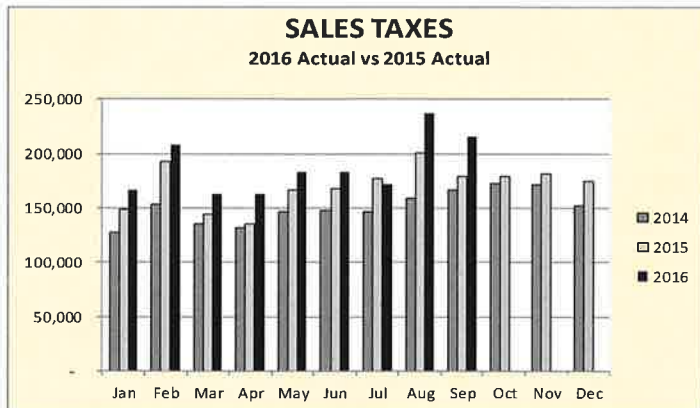
2016 YTD Compared to 2015 YTD: 49,981 2.1%

	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>% Mo Chg</u>
Jan	9,718	7,766	11,423	25.1%
Feb	62,078	55,462	57,840	11.9%
Mar	192,691	159,802	215,499	20.6%
Apr	884,255	1,214,531	615,905	-27.2%
May	1,172,679	834,623	981,322	40.5%
June	24,323	34,134	26,089	-28.7%
Jul	8,130	12,380	12,065	-34.3%
Aug	19,914	15,762	7,950	26.3%
Sep	87,561	76,908	60,275	13.9%
Oct		723,002	1,207,885	
Nov		1,054,756	316,753	
Dec		29,206	40,485	
Totals	2,461,349	4,218,332	3,553,491	
2016 YTD Compared to Annual Budget: 4,573,530 53.8%				



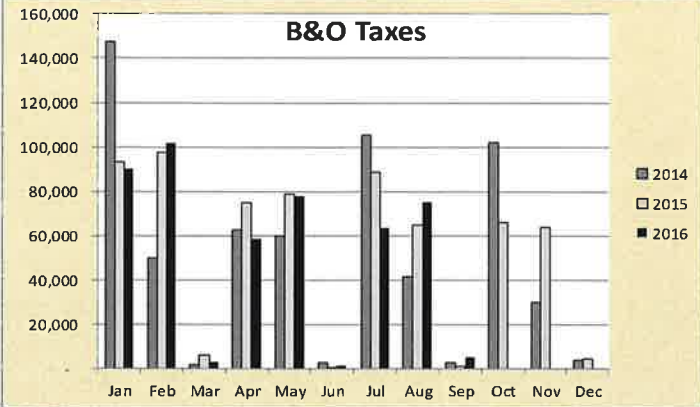
2016 YTD Compared to 2015 YTD: 179,076 11.8%

	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>% Mo Chg</u>
Jan	166,482	148,542	126,879	12.1%
Feb	207,580	192,640	153,733	7.8%
Mar	162,512	144,525	134,800	12.4%
Apr	162,783	135,180	132,043	20.4%
May	183,308	166,575	146,468	10.0%
Jun	182,764	167,671	147,711	9.0%
Jul	172,341	176,608	147,093	-2.4%
Aug	236,926	200,510	159,385	18.2%
Sep	216,225	179,594	166,522	20.4%
Oct		178,690	171,951	-100.0%
Nov		181,241	171,692	-100.0%
Dec		174,869	152,640	-100.0%
Totals	1,690,921	2,046,645	1,810,917	
2016 YTD Compared to Annual Budget: 2,141,030 79.0%				



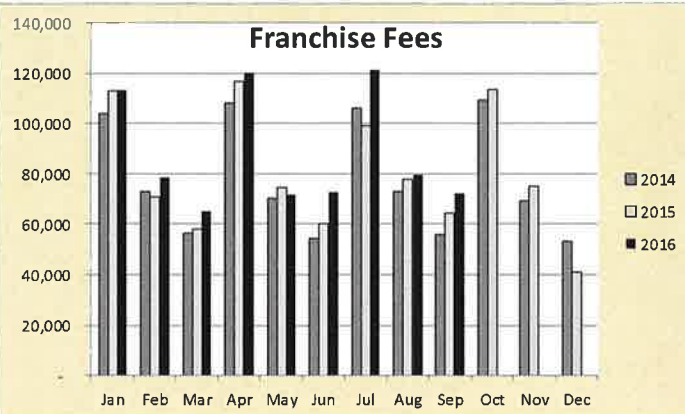
2016 YTD Compared to 2015 YTD: (30,360) -6.0%

	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>% Mo Chg</u>
Jan	89,942	93,389	147,677	-3.7%
Feb	101,825	97,788	49,873	4.1%
Mar	3,106	6,095	1,493	-49.0%
Apr	58,292	75,027	62,741	-22.3%
May	78,035	78,927	59,921	-1.1%
Jun	1,262	745	2,971	69.4%
Jul	63,661	88,597	105,554	-28.1%
Aug	74,863	64,797	41,690	15.5%
Sep	5,211	1,192	2,890	337.2%
Oct		66,238	102,251	
Nov		63,614	30,155	
Dec		4,682	4,108	
Totals	476,197	641,091	611,324	
2016 YTD Compared to Annual Budget: 640,000 74.4%				

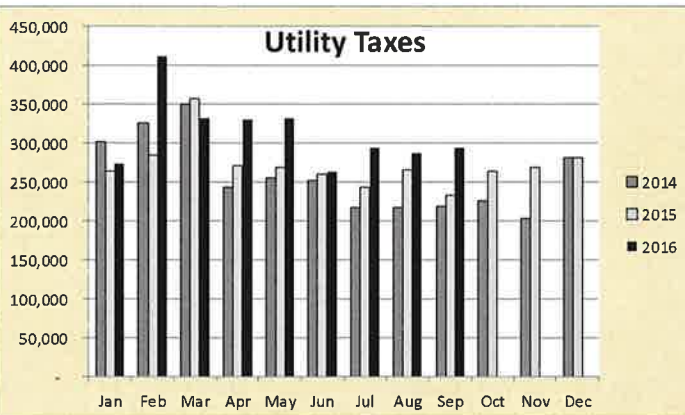


(Cash Basis -Continued)

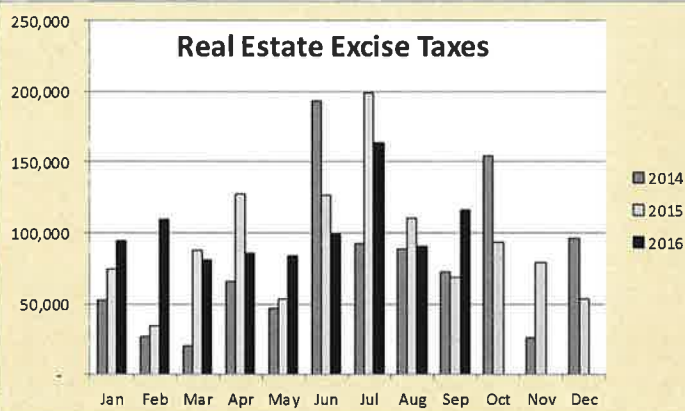
2016 YTD Compared to 2015 YTD:			60,522	8.2%
	2016	2015	2014	% Mo Chg
Jan	113,463	112,750	104,055	0.6%
Feb	78,834	71,075	73,165	10.9%
Mar	65,347	57,924	56,436	12.8%
Apr	120,207	116,879	108,097	2.8%
May	71,583	74,423	70,303	-3.8%
Jun	72,626	60,470	54,540	20.1%
Jul	121,248	99,070	106,309	22.4%
Aug	79,804	77,663	73,166	2.8%
Sep	72,099	64,435	55,862	11.9%
Oct		113,761	109,105	-100.0%
Nov		74,997	69,418	-100.0%
Dec		40,908	53,544	-100.0%
Totals	795,211	964,355	934,000	
2016 YTD Compared to Annual Budget:			996,000	79.8%



2016 YTD Compared to 2015 YTD:			370,068	15.1%
	2016	2015	2014	% Mo Chg
Jan	273,337	264,911	302,063	3.2%
Feb	410,967	284,340	326,082	44.5%
Mar	332,039	357,130	351,131	-7.0%
Apr	331,283	270,479	243,314	22.5%
May	333,168	269,809	254,925	23.5%
Jun	264,151	260,950	251,914	1.2%
Jul	293,988	243,353	217,888	20.8%
Aug	287,778	265,630	218,164	8.3%
Sep	293,791	233,833	219,620	25.6%
Oct		263,509	226,349	
Nov		269,275	203,122	
Dec		281,830	280,978	
Totals	2,820,503	3,265,049	3,095,550	
2016 YTD Compared to Annual Budget:			3,722,352	75.8%



2016 YTD Compared to Annual Budget:		40,933	4.6%	
	2016	2015	2014	% Mo Chg
Jan	93,909	74,382	52,276	26.3%
Feb	109,153	33,884	26,826	222.1%
Mar	80,623	88,020	19,742	-8.4%
Apr	86,005	127,450	66,103	-32.5%
May	84,072	53,190	46,430	58.1%
Jun	99,166	127,038	193,059	-21.9%
Jul	163,905	199,170	91,941	-17.7%
Aug	90,084	110,322	88,753	-18.3%
Sep	116,119	68,647	72,437	69.2%
Oct		93,478	154,557	
Nov		78,694	25,792	
Dec		53,220	96,222	
Totals	923,036	1,107,495	934,138	
2016 YTD Compared to Annual Budget:		984,520	93.8%	



GENERAL FUND MONTHLY REPORT
REVENUES & EXPENDITURES
SEPTEMBER

		2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
REVENUES							
310	Taxes	12,024,912	8,199,454	68%	11,732,376	7,575,202	65%
320	Licenses & Permits	1,962,670	1,651,083	84%	2,048,118	1,264,764	62%
330	Intergovernmental	642,875	484,467	75%	680,664	484,157	71%
340	Charges Goods/Services	3,257,976	2,722,649	84%	2,938,642	2,384,198	81%
350	Fines & Foreitures	221,350	130,501	59%	237,702	185,141	78%
360	Misc Revenues	476,800	589,577	124%	369,181	317,815	86%
380	Other Financing Sources	-	10,015		24,570	1,953	8%
	TOTAL	18,586,583	13,787,746	74%	18,031,253	12,213,230	68%

EXPENDITURES

021	City Council	80,227	67,138	84%	65,728	50,322	77%
022	Muni Court	868,613	704,450	81%	954,950	686,333	72%
023	City Manager	1,538,326	1,082,279	70%	1,490,849	1,111,818	75%
024	Financial & Tech Services	1,488,488	1,133,418	76%	1,397,379	985,111	70%
026	Legal	574,861	443,699	77%	578,925	433,447	75%
030	Police	8,344,511	5,968,663	72%	7,578,932	5,547,534	73%
040	Plan, Bldg & PW Admin	3,547,616	2,849,378	80%	3,350,194	2,477,648	74%
045	Recr, Sr. Serv & Rentals	1,878,151	1,481,318	79%	1,903,281	1,485,778	78%
050	NonDepartmental	133,872	130,424	97%	121,877	117,795	97%
597	Transfers Out	286,440	-	0%	-	-	
	TOTAL	18,741,105	13,860,767	74%	17,442,115	12,895,786	74%

REVENUES MORE THAN OR

(LESS THAN) EXPENDITURES	(154,522)	(73,021)	589,138	(682,556)
---------------------------------	------------------	-----------------	----------------	------------------

September is 9 months of 12 75.0%

Actual One-time Revenues Year to Date (in Addition to the Above Revenues)

Property Tax	151,515	-
Sales Tax and B & O Tax	258,029	234,530
Permits and Plan Review	1,524,590	299,844
	<u>1,934,134</u>	<u>534,374</u>

PARKS, RECREATION AND SENIOR SERVICES

CITY COUNCIL COMMITTEE REPORTS

Des Moines Arts Commission

Met on Tuesday, July 12, Tuesday, August 9, and Tuesday, September 13

- Beach Park Summer Concerts - July and August, 8 Wednesdays. Concerts produced by the Arts Commission and Parks, Recreation and Senior Services Department. 2016 Sponsors- Des Moines Legacy Foundation, 4Culture, Destination Des Moines, John L Scott Real Estate, Edward Jones, Salon Michele, Law Offices of Gehrke, Baker, Doull and Kelly, Des Moines Waterfront Farmers Market, Luisa Bangs, Jeanne Serrill, Nancy Stephan and Patrice Thorell and others.
- City Hall Gallery - Arts Commissioners began developing the plan for a revolving art gallery at Council Chambers Lobby to open in 2017.
- Poverty Bay Arts Gala – September 16th at the Beach Park Event Center Auditorium. Proceeds support the free Beach Park Summer Concerts and the Art on Poverty Bay outdoor sculpture gallery. Salty's at Redondo and Four Points by Sheraton partnered with the event.

Senior Services Advisory Committee

Met Thursday, July 21st and Thursday, September 29th, 2016

July Meeting:

- Report from committee member Jeanne Serrill that many of the local immigrant groups have established their own food banks to help families get a healthy start.
- Staff gave an update on the impact of United Way budget cuts to the Meals on Wheels program and the HYDE Shuttle transportation program for older adults. Des Moines Legacy Foundation approved funds to keep the HYDE Shuttle running 5 days per week and to keep Des Moines and Normandy Park seniors off of a 5 month waiting list for Meals on Wheels.

Human Services Advisory Committee

Met Thursday, July 7th and Thursday, September 22, 2016.

July Meeting:

- Committee selected agencies for August and September public comment to the city council.
- Agency allocations for 2017 human services funding were decided. The total allocation recommendation amount for 2017 is \$80,064.
- Listened to a presentation by the Director of the Hospitality House Board of Directors.
- Committee selected agency for the October public comment to the city council.
- Committee reported on their "liaison" agencies' third quarter reports.

Des Moines Lodging Tax Advisory Committee (DMLTC)

Met on Wednesday, September 7th

- DMLTC recommended that 100% of Des Moines 1% Lodging Tax go to Seattle Southside Regional Tourism Authority in years 2017-2018 as provided for in the 2014 Interagency Agreement.

Des Moines Landmarks Commission

Met August 11th and August 25th

- Special Commissioner to the King County Landmarks Commission (KCLC) met with the KCLC design review committee on August 11th and with the full KCLC on August 25th regarding the structural and other improvements that will be made to the historic Des Moines Beach Park Picnic Shelter and Restroom as part of the construction project. A Certificate of Appropriateness was granted by KCLC for the requested changes.

COMMUNITY ENGAGEMENT

Volunteer/Committee Hours	July	August	September	YTD Totals
DM Arts Commission	114	77	48.5	417.75
Sr. Services Advisory Committee	10.5	-	7.5	39.45
Human Services Advisory Comm	6.3	-	4.6	33.25
DM Lodging Tax Advisory Comm.	-	-	9	9
KC Landmarks Commission	-	8	-	8
Daisy Sonju Garden	26.25	8.5	207.0	374.5
Youth Sports Coaches	180	279	558	3,131.5
Senior Services	580	721	533	5,041
Parks Administration	184.25	16	-	611
Total Volunteer/Committee Hrs.*	1,101	1,110	1,368	9,665

*Rounded to the nearest whole number

RECREATION & SPORTS

Recreation & Sports	July	August	September	YTD Totals
2015 Revenue	\$100,249	\$71,793	\$67,833	\$653,066
2016 Revenue	\$101,835	\$112,898	\$86,587	\$776,266
% Change	2%	57%	28%	19%
2015 Expenditures	\$88,642	\$69,799	\$64,525	\$577,055
2016 Expenditures	\$82,149	\$87,169	\$66,723	\$648,463
% Change	<7%>	25%	3%	12%

- Our Camp KHAOS program finished the summer with 258 total registered participants and 5,782 participations.
- Club KHAOS started out September with 3,746 participations. Up 27% over last September.

EVENTS & FACILITIES

Events & Facilities	July	August	September	YTD Totals
2015 Revenue	\$28,938	\$25,602	\$32,852	\$151,374
2016 Revenue	\$52,536	\$49,113	\$31,451	\$241,277
% Change	91%	92%	<4%>	59%
2015 Expenditures	\$27,370	\$31,120	\$29,131	\$290,777
2016 Expenditures	\$32,526	\$29,443	\$32,379	\$292,760
% Change	19%	<6%>	12%	1%
2015 Bookings	6	4	3	137
2016 Bookings	7	6	5	148
% Change	17%	50%	67%	8%
2015 Attendance	770	825	790	19,810
2016 Attendance	875	900	800	20,195
% Change	14%	9%	2%	2%

- 2015 Meadow Rentals 3Q - 18 vs 23 in 3Q 2016 which is a 21% increase.
- Largest impact to revenue in 3Q -2016 was the addition of the Dining Hall. Dining Hall rentals equated to \$28,556 up \$11,141 to same time last year.
- September loss is due to a weekday vendor show that will not be coming back until 2018. Total loss of \$1,884.

SENIOR/ACTIVITY CENTER

Seniors/Activity Center	July	August	September	YTD Totals
Meals Served	775	997	805	7,619
Fee Program Attendance	716	560	602	5,623
Drop In Attendance	637	615	688	5,962
Consultation Services	277	298	249	2,248

Seniors/Activity Center	July	August	September	YTD Totals
2015 Revenues	\$4,776	\$6,547	\$4,181	59,119
2016 Revenues	\$2,497	\$7,071	\$4,556	68,771
% Change	<48%>	8%	9%	17%
2015 Expenditures	\$4,069	\$3,602	\$4,503	\$60,488
2016 Expenditures	\$5,037	\$5,407	\$4,307	\$51,354
% Change	24%	51%	<5%>	<16%>

- Unwind Your Spine class at Beach Park Dining Hall
- What Is Islam Presentation at the Activity Center with 28 guests
- Flying the World in Vintage Airplanes with 40 guests
- Latino Independence Day was Thursday, September 17. The Latino program continues to average 45 participants every Thursday with staff support from SeaMar Community Health Center.

ADMINISTRATION

- With the CLASS Recreation Management software no longer supported after 2017, staff is seeking new software. Recreation staff received six responses to the Request for Proposals for the new Parks, Recreation and Senior Services (PRSS) Management Software in September. Staff created a matrix to match each of the submittals with the request criteria. PRSS and Finance staff will review the systems.
- Benefits to financial accounting include PCI compliancy, point of sale and self-service account management, offline registration with online payment and customer support for split tender payments, automatic payments and payment plans, transaction reporting, payment cancellation and refund processing that will interface with the City's finance system to meet the City's need for internal controls.
- PRSS Management efficiencies include customer messaging, membership plans and discount rates, facility and equipment booking, rental contracts, inventory control, calendars, reports with event information such as required permits and room layouts for rental customers, participant, attendance, wait lists, waivers, medical forms and scholarship tracking, streamlined league scheduling, youth team creation and volunteer and sponsorship management, create program documents and brochures in multiple languages, track participant demographics, bar code check-in at multiple sites and check in and out of programs using mobile devices. The system also provides targeted customer emailing or texting for class and program details and changes, inclement weather closures, social media and constant contact integration.
- Bids were opened for the Beach Park Picnic Shelter and Restroom Rehabilitation Project with the low bid by Argosy Construction. The project began in October and is slated for completion by the end of 2016.
- The project to make park improvements at Parkside Park funded by a CDBG grant in the amount of \$395,000 with the DOE to provide additional funds for the removal and replacement of contaminated soil, and the King County Youth Sports Facilities Grant of \$25,000 are delayed. Bids for this project were opened in August and came in well over

our engineers estimate and the bids were rejected. Summertime bidding was the likely reason and it is believed we will have a more competitive response in early 2017.

- After a year-long position vacancy, the department hired Senior Services Specialist Natalie Lavoie on September 19th. She assumed a reclassified 28 hour position after the full time Coordinator position was vacated in 2015 with the retirement of Abbie Nielsen.

POLICE DEPARTMENT

COMMUNITY OUTREACH

- Both Commissioned and Limited-Commissioned Staff worked traffic and crowd control for both the Fireworks Over Des Moines celebration & the Des Moines Waterland Parade.
- CSO Seaberry served as a guest speaker at St. Philomena's summer camp. She visited with the school aged kids, and did an informational presentation on when and why to appropriately use the 9-1-1 system.
- Department staff in partnership with the Des Moines Police Foundation held a fundraiser in the Des Moines Waterfront Farmers Market to help fund the 2016 Shop With a Cop event.
- Staff assisted with traffic control for 2016 Chief for a Day Event on August 18th.
- Chief Delgado partnered with the principal at Pacific Middle School to coordinate an event on the first day of school to have men of color be present, mingle, and interact with students as they begin school for the year. A number of patrol officers attended to interact with the students as well.
- PD staff met with ATF personnel to discuss outcomes and suggestions from an operation that agency recently conducted in Des Moines. The goal of this meeting is to maintain as much of a proactive effort and reducing crime in that area as possible. Also to ensure that police are safe when responding to challenges in the Pac Ridge area.
- We had a successful meeting with senior staff from the King County Library System. Early this afternoon we received their policy on trespassing unruly patrons. We're in the process of developing a more effective response to calls for service from the Woodmont Library.

CODE ENFORCEMENT

In September of 2015, the Department's Community Service Officers began handling Code Enforcement duties and responsibilities. The intent of this report is to provide information on what has been accomplished so far.

Areas of Code Enforcement/Code Compliance

Top Priority Cases

- | | |
|--|-----------------------------|
| • Abandoned unsecure structures | • Assisting patrol officers |
| • Abandoned occupied/unsecure structures | • Animal complaints |

- Fire and life safety issues
- Health and sanitation

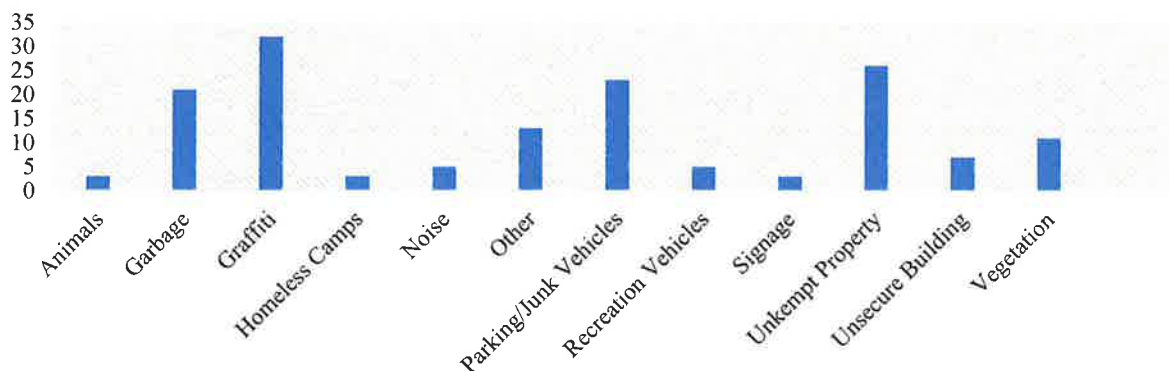
- Illegal dumping
- Unsafe living conditions APS/CPS

Other Cases

- Abandoned structures
- Garbage
- Hoarders
- Illegal fences
- Noise complaints
- Pacific Ridge monitor and clean up
- Recreation vehicle violation
- Unkempt properties
- Declaring junk vehicles hulks
- Graffiti
- Homeless camps
- Junk vehicles
- Other
- Parking
- Signage
- Vegetation, noxious weeds, overgrown properties

September 2015 – September 2016

Cases=135



Shared duties and responsibilities:

- Building, planning, ROW, transportation, surface water complaints-PBPW
- Commercial and Home Occupation Business Licenses and Compliance Letters-Tina Hickey
- Contaminated properties-Loren Reinhold
- Dumpster enclosures-Planning Department
- Recreation vehicles on right of way-Both Patrol Officers and CSOs
- Commercial vehicles in residential areas-Planning Department

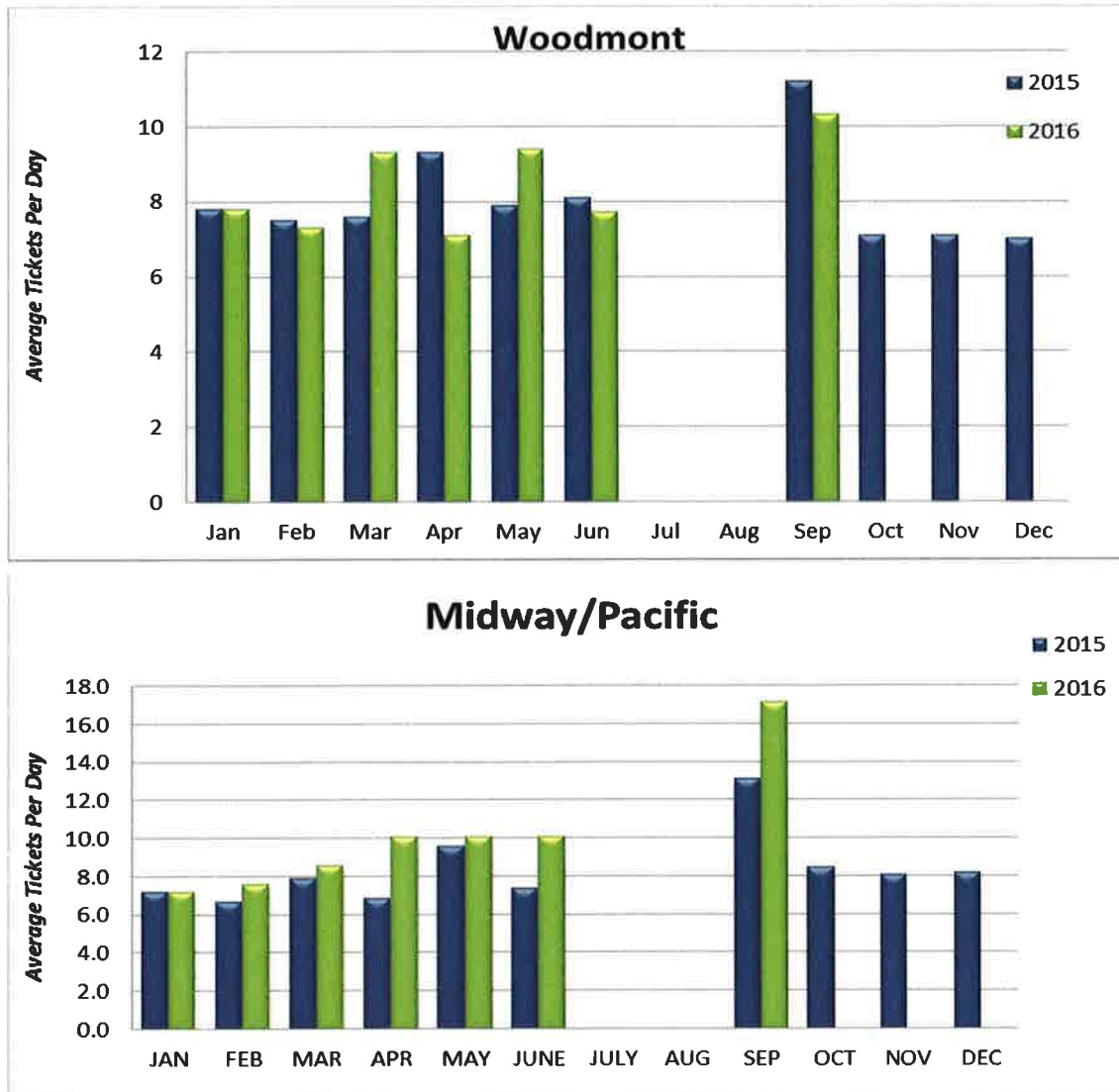
SCHOOL ZONE & RED LIGHT CAMERA AUTOMATED ENFORCEMENT

Red Light Running Automated Enforcement

Staff began working with the vendor on the designs for the automated enforcement locations. The first intersection (S. 216th Street and PHS) is expected to come on-line November 1st.

School Safety

24th Avenue S in front of Midway Elementary School and Pacific Middle School completed its first year with Automated Speed Enforcement. Staff will be closely watching the infraction trends in year two of the program. For 3rd Quarter of 2016, Woodmont Elementary averaged 10.3 tickets per day while Midway/Pacific averaged 17.1 tickets per day.



CRIME STATISTICS

Third Quarter Monthly Breakdown

Offense	July-15	July-16	July % Change	Aug-15	Aug-16	Aug % Change	Sep-15	Sep-16	Sep % Change
Homicide	0	0	0%	0	0	0%	0	0	0%
Sex Offenses	4	3	-25%	4	1	-75%	5	6	20%
Robbery	1	1	0%	6	4	-33%	3	4	33%
Assaults*	20	20	0%	20	24	20%	15	13	-13%
Burglary	11	15	36%	5	14	180%	16	11	-31%
Larceny*	44	60	36%	41	64	56%	51	74	45%
MV Accidents	27	14	-48%	24	37	54%	27	41	52%
MV Thefts	14	25	79%	14	19	36%	6	24	300%
Arson	0	3	300%	0	2	200%	0	1	100%
Moving Violations	314	130	-59%	240	148	-38%	374	300	-20%
Photo Enforcement	0	0	0%	0	0	0%	473	525	11%
Officers Assaulted	0	0	0%	0	2	200%	0	0	0%
Adult Arrest	20	6	-70%	18	22	22%	14	14	0%
Juvenile Arrest	0	1	100%	1	0	-100%	5	0	0%
Calls For Service	1,780	1,828	3%	1,538	1,689	10%	1,531	1,479	-3%

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

Quarterly Totals

Offense	2015 3 rd Quarter Totals	2016 3 rd Quarter Totals	2016 3 rd Quarter Percent Change
Homicide	0	0	0%
Sex Offenses	13	10	-23%
Robbery	10	9	-10%
Assaults*	55	57	4%
Burglary	32	40	25%
Larceny*	136	198	46%
MV Accidents	78	92	18%
MV Thefts	34	68	100%
Arson	0	6	600%
Moving Violations	928	578	-38%
Photo Enforcement	473	525	11%
Officers Assaulted	0	2	200%
Adult Arrest	52	42	-19%
Juvenile Arrest	6	1	-83%
Calls For Service	4849	4996	3%

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

Year to Date Totals

	YTD 2015	YTD 2016	YTD % DIFFERENCE
Homicide	0	3	300%
Sex Offenses	27	35	30%
Robbery	39	29	-26%
Assaults*	183	171	-7%
Burglary	119	121	2%
Larceny*	451	560	24%
MV Accidents	253	263	4%
MV Thefts	129	237	84%
Arson	1	11	1000%
Moving Violations	3,067	2,010	-34%
Photo Enforcement	2,114	2,338	11%
Officers Assaulted	0	7	700%
Adult Arrest	203	149	-27%
Juvenile Arrest	15	8	-47%
Calls For Service	13,983	13,859	-1%

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

MARINA

Moorage Occupancy Report

	July	August	September	Third Quarter Average
Uncovered Slips	95%	97%	94%	95.3%
Covered Slips	92%	97%	93%	94.0%
Dry Sheds	99%	96%	96%	97.0%
Total Occupancy	93%	97%	94%	94.7%

Capital Projects

- Pay Parking In the Marina & Beach Park**
 Marina staff completed the final plans for the parking lots and submitted the revised SEPA/Shoreline applications in July. The staff also completed the Request for Proposals and published it, with responses due October 13th.
 The Marina staff hosted three public meetings in the third quarter. The meetings were held at the Marina's Activity Tent in the guest moorage area on the 3rd Wednesday of each month. At the meetings the Harbormaster discussed the reasons why the City is implementing pay parking in the Marina and Beach Park and how the system will work.
- North Marina Projects**
 Marina staff worked with the City Manager to develop a list of projects with cost estimates that will be used to lobby the State legislature for funding. The staff will use the project list to research what other grants that these projects may be eligible for.
- High Voltage Cable Replacement**
 One of the Marina's capital improvement projects for this year was the replacement of the high voltage cables between the transformer in the boat repair yard and the smaller transformers that serve the docks south of the boat yard. The old cables were installed when the Marina was built 46 years ago and one had already failed. The staff believed that the remaining cables had a high risk of failure. The project was completed on-time and on-budget. The total cost of the project was about \$45,000.

Marina Service Revenue

	July	August	September	Third Quarter Total
Fuel Sales	\$171,403	\$181,484	\$101,583	\$454,470
Guest Moorage	\$13,168	\$12,321	\$10,119	\$35,608
Redondo Parking Revenue	\$9,407	\$10,069	\$3,371	\$22,487
Moorage	\$197,594	\$181,403	\$187,796	\$566,793

The Marina sold 202,350 gallons of fuel in the 3rd quarter compared to 204,851 gallons in the 3rd quarter of last year. The gross profit on fuel sales for the quarter were \$65,891 compared to \$80,740 for the same period in 2015, a reduction of about 19%.

PLANNING, BUILDING AND PUBLIC WORKS

HIGHLIGHTS

- The Redondo Boardwalk reached substantial completion. A dedication ceremony is scheduled for November 5th.
- Construction work is progressing well on the South 216th Street – Segment 1a Project (24th Ave. S. to Pacific Highway South). The project is on schedule for substantial completion later this fall.
- Development related activity within the City continues at all time levels, most notably work at the Des Moines Creek Business Park shown in the photo below.



CAPITAL IMPROVEMENT PROJECTS

Redondo Boardwalk

Substantial completion was obtained on October 5, 2016 at which time the new Redondo Boardwalk facility was open for public use. Additionally, the Redondo Boat Launch Parking Lot was restored except for an area where the trailer is located. Minor punch list items will continue until the Contractor achieves Physical Completion and the City accepts the Work. A dedication ceremony is scheduled for November 5th.

Lower Massey Creek Channel Modification Project

The construction contract has been awarded to Reed Trucking and Excavation. The 200-foot long sheet pile wall along the south bank of the creek is now complete and the channel widened. All stream logs and boulders are installed and stream gravel placed. Installation of the 400-foot earth berms is also complete along the north side of the channel. Remaining work to be done is power connection to the pump station and installation of the landscape plantings (shrubs and trees) throughout the project site.



Transportation Gateway Project (S. 216th Street Segment 1-A (24th Avenue S to SR-99))

Work is proceeding according to schedule. Overall, the project is still on schedule for substantial completion in the fall of 2016. Final paving is scheduled for the 1st week in October, weather permitting. The contractor has been notified regarding the issues in the asphalt base lifts near the east end of the project. KPG and the City are waiting for the response from the contractor on the repair plan and subsequent determination of the cause. Communication and coordination with the contractor continues to be good. The contractor has shifted the work zone to the south side of the street, pulverized the roadway, installed curbs and light pole foundations, graded this half of the roadway and installed the base lift of asphalt. The Gateway signature walls were placed at SR-99 and South 216th Street. Preparations were underway for installation of sidewalk and driveways.



S. 216th Street – looking west (8-16-2016)

South 268th Street Sidewalk Project

Staff was notified in June that our project application was awarded for funding by FHWA through their Highway Safety Improvement Program (HSIP). Staff has begun the paperwork process to obligate design funds with the State. Staff is also coordinating with utility providers for their advance construction and relocation work.

24th Avenue South (S 216th St to S 208th St)

City staff continues to coordinate with SeaTac staff regarding final grading and construction of the S 208th intersection as part of their portion of the Connection 28th/24th Avenue S project. Final grades and the curb radius at the NW corner of S 208th St will be set by SeaTac's contractor. Staff is working with Sierra Construction on final installation of curb ramps and sidewalk as part of the City's requirements and responsibilities.

South 224th Street Sidewalk Improvements

Staff is planning to utilize existing Pacific Ridge Neighborhood Improvement funds along with Pacific Ridge Mitigation funds from various projects, including the Four Pointes Hotel by Sheraton, to begin design improvements. The majority of the design efforts will take place in early 2016.

Barnes Creek Trail

The City and Consultant, KPG, have completed 30% design. The City is currently coordinating efforts with WSDOT to determine environmental permitting needs to complete 60% design and future bid documents. Additionally, the City has competed in the PSRC grant application for countywide STP/CMAQ construction funds, but the project was unsuccessful in obtaining an award.

Pavement Management Program

City staff continues to work closely with IMS to perform Citywide Pavement Management Condition Inventory. Current activities include draft analysis and assessment of the field data results as well as scenario generation for future resource expenditures. The overarching objective is to increase the City's Pavement Condition Index (PCI) over time which is an industry standard measure for pavement condition.

Barnes Creek/Kent-Des Moines Road Culvert Replacement Project

Council approved a Task Assignment with TetraTech Engineers to prepare the project design for replacing the dilapidated culvert located below Kent-Des Moines Road at approximately 13th Avenue. TetraTech is in the process of base mapping the site and potholing for underground utilities. A meeting was also held with the Department of Fisheries to determine the appropriate width of the new culvert. The project is scheduled for construction of the summer of 2018.

South 251st Street Landslide

A Task Order Assignment for KPG and Budget Amendment for the permanent repair work was approved at the April 7 Council meeting. KPG has now completed a 50% level design and is close to starting the permitting process. Construction for permanent repair is slated for summer of 2017.

Picnic Shelter/Restroom Rehabilitation

Design consultant (David A. Clark Architects) is currently working on the design. Staff met with both State and County Historic Preservation reps recently to discuss windows. Good news – we do not have to restore the windows (like the Dining Hall project). Bad news – they want wood windows with true divided light. The consultant is working on finding us the most cost-effective solution. The Project is scheduled for construction later this fall.

Parkside Park Renovation

Design consultant (The LA Studio LLC) has been chosen, and a fee of \$48,000 has been agreed upon for the design and construction administration services. As soon as contracts are in-place, design will begin. Current schedule shows bidding in May, with completion in October. Working with Ecology on contaminated soils remediation.

Field House Tennis Court

This project was placed on hold in 2016, and is scheduled to start in 2017.

Facility Projects

Following is a summary of the Department's activity in support of this year's facilities and CIP projects in Transportation, Surface Water Management and Municipal Capital Improvements.

Public Works Service Center Repairs to the Upper Wall CMU Joints

City staff will be doing this work now that the building has been re-painted. This project will remove the old failing grout and install some new flashing to redirect rain away from the joints. All project materials were purchased and delivered to the Service Center prior to the end of 2015. Work will be completed as weather permits.

LED Exterior Lighting

Rescheduled this project to 2018 to fund the Field House roof.

Council Chambers Lighting

This project was recommended by the contractor that installed the new video recording system, because with the new HD technology; we now have less than optimal broadcasts and recording. Staff recommends keeping this project in the 2016 work program contingent upon the actual cost of the completed Field House Roofing Project.

Field House Roof

This project is now substantially complete. Coordination with the contractor was exceptional, and the project came in under budget. Staff is currently closing the project out.

SPECIAL PROJECTS

Sound Transit FWLE Project

Staff continued to work with sound transit on the 30% design submittal. Staff attended a coordination meeting with Sound Transit and Highline College to discuss improvements to South 236th Lane. Staff also attended a meeting with the City of Kent to discuss design alternatives for Pacific Highway South, and the timing of those improvements with pending development – ie Highline Place. Staff is currently working with Sound Transit staff on the development of a draft term sheet that will outline project achievements to date, and layout our work program for 2017 as we move towards the creation of a development agreement with Sound Transit.

SR 509 – Puget Sound Gateway Project

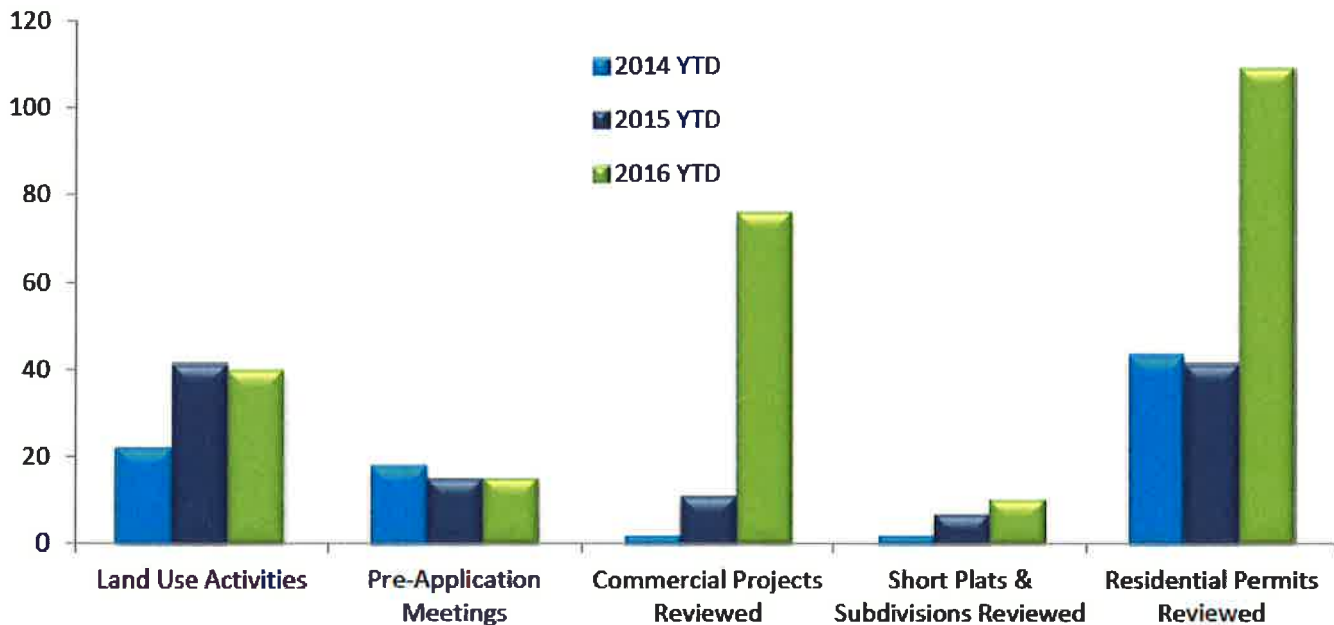
Staff attended several steering committee meetings on the project, and discussed WSDOT's travel demand modeling, assumptions and details. In addition, there was discussion of the performance targets and metrics, and how WSDOT would be approaching and evaluating various design options. Staff will attend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

COMMUNITY DEVELOPMENT

Planning and Development Services Division

As shown in the chart below, commercial and residential project reviews are at exceptional levels. For more details on specific land use projects, see Attachment 1 at the end of the report.

Development Services Activity 3rd Quarter 2016



PLANNING PROJECTS

Blueberry Lane PUD, Rezone Request, LUA2016-0028

Application for a zoning reclassification from B-P Business Park to Residential Single Family (RS-7,200) was submitted on 6/22/16. Public hearing held 9/8/16 and Council enacted Ordinance No. 1660 approving the rezone.

S 216th Street Rezone, LUA2016-0035

SEPA review completed as part of the 2015 Comp Plan update that anticipated rezone. Commerce expedited review granted on 9/1/16. Notice of public hearing published in Seattle Times 9/19/16 and posted at the site. City Council will conduct a public hearing on 10/13/16.

Title 14 Amendments

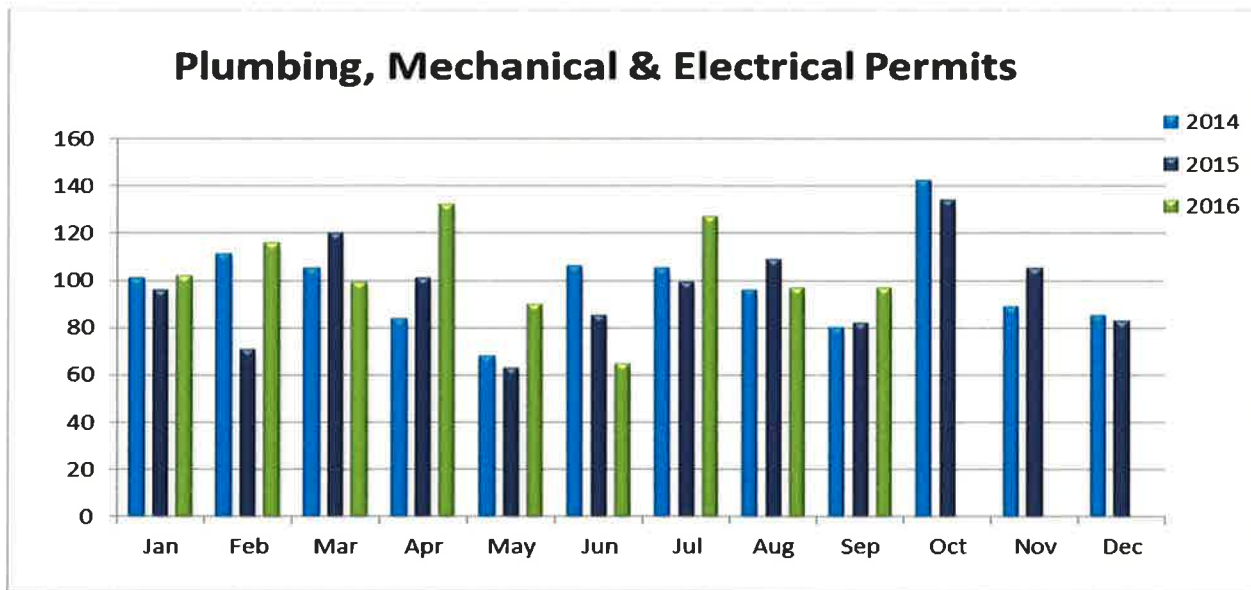
Amendments required to establish building code standards for Link Light Rail. On 10/13/16 consent calendar.

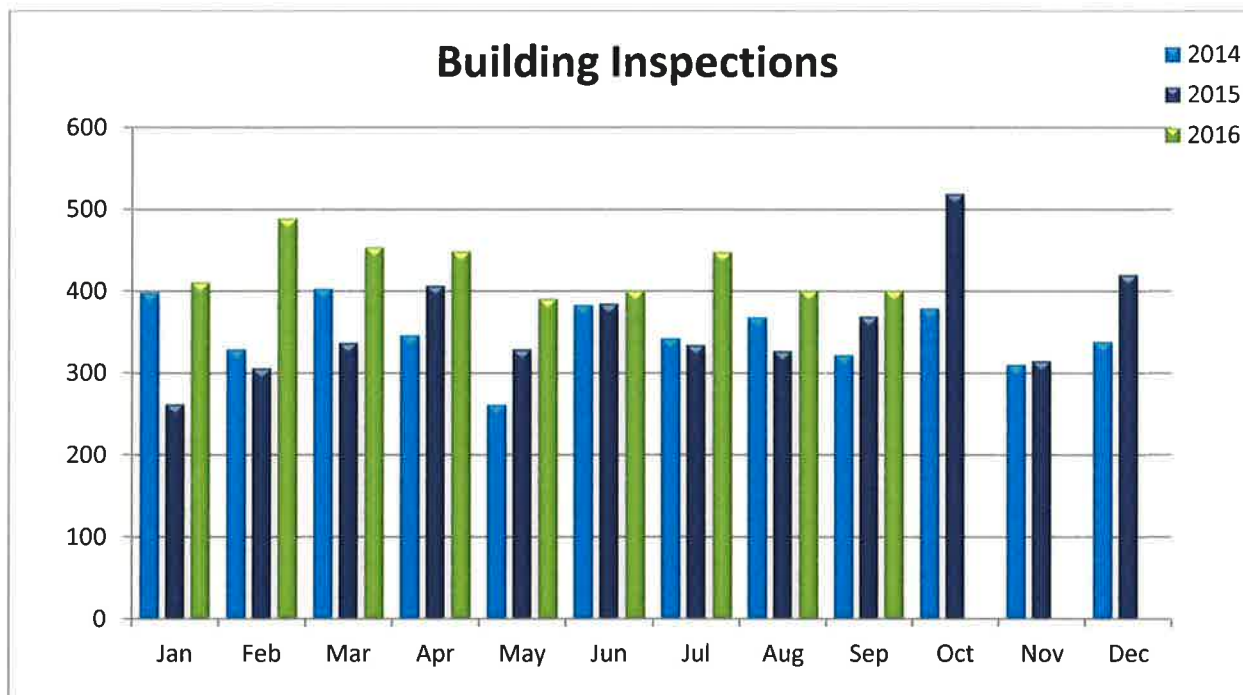
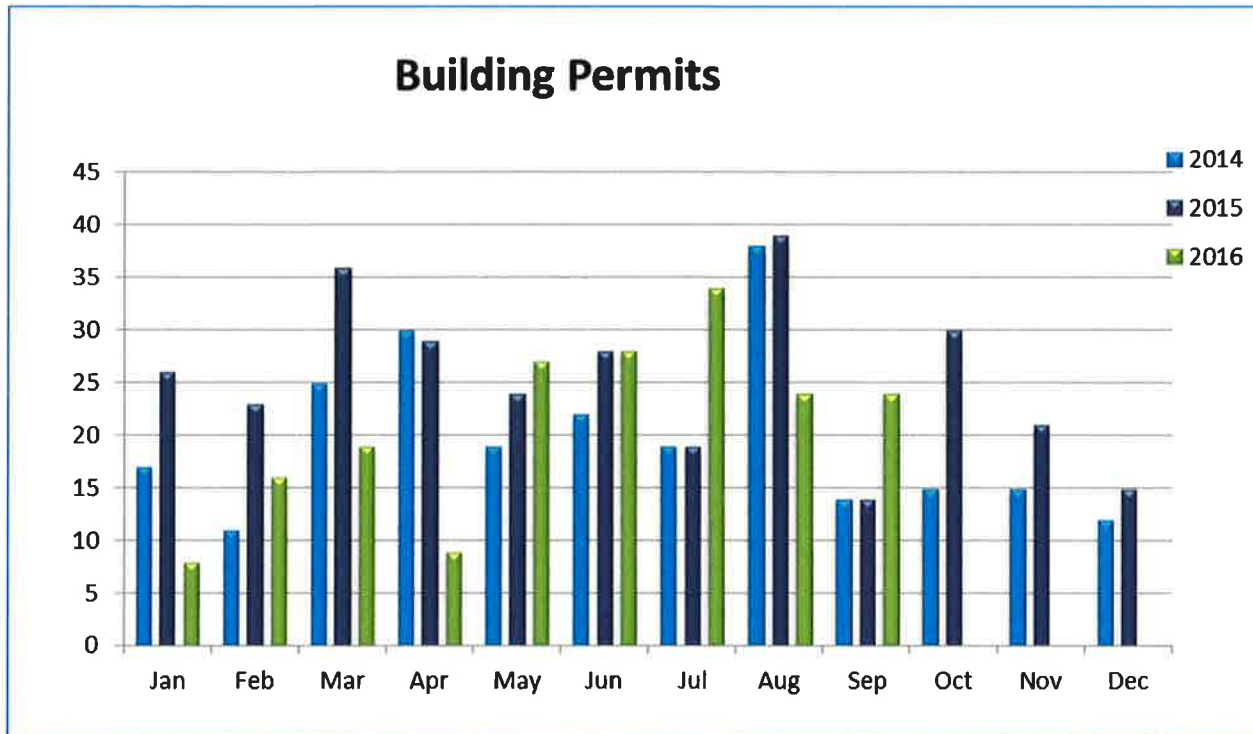
2016 Comprehensive Plan Amendments, LUA2016-0033

Commerce, SEPA DNS and public hearing notice issuance on 9/29/16 and public hearing on 9/27/16. SEPA comment period concluded on 10/13/16 and the appeal period ends on 10/24/16. Commerce expedited review was granted on 10/13/16. Proposed updates include two changes to the Preferred Land Use map: 1.) from BP-Business Park to SF- Single Family to provide consistency with the underlying zoning for the Blueberry Lane PUD and adjacent parcels; and 2.) from T-Townhome to PARK-Park to reflect the dedication of the Dr. Shirley Gordon Park to the City of Des Moines; and updates Chapter 6: Parks, Recreation and Open Space Element to provide consistency with the Parks, Recreation and Senior Services Master Plan that was adopted on 12/10/15.

BUILDING DIVISION

As shown in the following Charts, building related activity is trending as expected.





- In September, the Building Division issued 121 permits: 24 Building permits and 97 Electrical, Mechanical and Plumbing permits. The PBPW Department received \$112,227 in revenue and processed \$165,745 in total City receipts. Building Division's portion of

PBPW revenues for this period was 80.3% (\$90,081), the Planning Division's portion was 18.6% (\$20,850), and the Engineering Division's portion was 1.1% (\$1,295).

- On-Line Permitting: Of the 121 building permits issued in September, 46 were issued online. There were 100 total non-plan review permits (over the Counter and online) issued in September. Online permits represented 38% of all permits and 46% of all non-plan review permits in September.
- Year-to-date: 1130 total Building permits have been issued. The total non-plan review permits issued is 908. 404 total online permits make up 36% of all permits and 44% of all over-the-counter permits.

BUILDING CONSTRUCTION HIGHLIGHTS

Adriana Mixed Use Project, 22525 7th Ave S

The building walls are being formed and placed. Grounds and building infrastructure continues to be installed.



Des Moines Creek Business Park: Phase 1 (2341, 2231, & 2021 S. 208th Street)

All three buildings are now fully leased and under contract with tenants. Grencore is located in Building 1-B and working under a Temporary Certificate of Occupancy (TCO) until the building is completed. K-2 Skis is in Building 1-C and is also operating under a TCO.

Des Moines Creek Business Park: Phase 3 (2361 & 2141 S. 211th Street)

This central portion of the Park consists of two warehouse buildings. Amerisource will occupy a large portion of Building 3-B. The wall panels are all now in place and the roofing system is very near completion. The picture shows a crane placing a rooftop HVAC unit on the west portion of the building. Building 3-A will house Partners (Crackers). The roof is being installed on this building and the tenant improvement permits are in for review.



Des Moines Creek Business Park: Phase 2 (2200 S. 216th Street)

Phase II of the Business Park development which features the FAA building is now well underway. Staff continues to work with the design team on a rolling review process in order to expedite the project.

Highline Place, 23609 Pacific Highway South

Is a mixed use structure about to begin construction. The land use and grading permit are waiting for pickup, and the foundation only portion of the main structure is ready to issue once fees and bonds are paid and posted.

ENGINEERING SERVICES DIVISION

Traffic Engineering and Operations

Street Lighting

PSE has completed the 330 lights slated for upgrade to LED in 2015, this completes the 100 watt HPS to LED change out program. Staff also began to review street lighting in the Pacific Ridge neighborhood, and will be proposing an improvement project later this fall.

Traffic Calming

Staff received a traffic calming/speed reduction request for 5th Ave South near South 222nd Street. Staff implemented some initial measures in October and is currently evaluating the effectiveness of the signs and rpms installed.

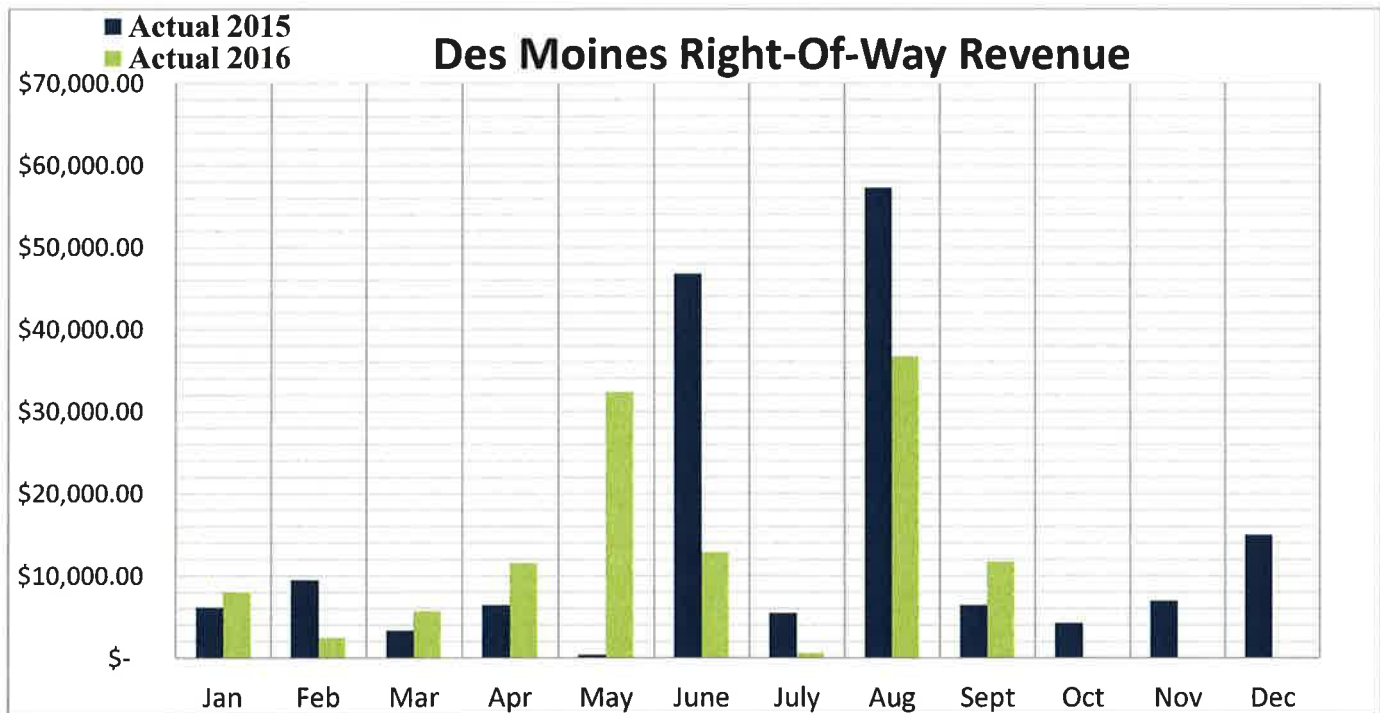
Marine View Drive and South 240th Street

Staff is responding to concerns about traffic safety at this intersection, and is investigating the possibility of interim traffic controls, until the round-about can be designed and constructed.

CIVIL ENGINEERING SERVICES

Right-of-Way Use Permits and Inspections

Eighteen (18) Right-of-Way permits were processed in September. While revenue is slightly lower than 2015 YTD, we are still tracking to hit the 2016 budget projections.



STREETS DIVISION

3rd quarter maintenance activities included sign maintenance and repair, pothole/sinkhole repair, street sweeping, street tree maintenance, tree/vegetation removal and gravel road and shoulder repair. The Streets crew is doing the final shoulder mowing for the year along with making any

repairs necessary. They maintain and repair all the City street signs and along with providing pothole repairs to our City streets. They will be focusing on winter weather issues as it applies to vegetation and prepping streets for icy conditions. Plenty of de-icer and sand have been ordered to handle the upcoming winter weather.

SURFACE WATER MANAGEMENT (SWM) DIVISION

Maintenance work this quarter consisted of catch basin (CB) maintenance, ditch maintenance, material hauling/disposal, utility location services. The focus this year in SWM Maintenance has been to complete the catch basin inspections and repairs per the guidelines in the City's NPDES permit. Pond inspections for the City will be starting in October as pond and swale mowing wraps up for the year. Thee 19th Avenue Pond Restoration Project was completed and the 272nd Street Storm Pipe Project was begun. 130 yards of ditching spoils, catch basin debris and street sweepings were disposed; 360 utility locates were done for a yearly total of 1080; and 43 work orders were completed.

Poverty Bay Shell-fishing Downgrade

In association with the NPDES permit's IDDE program the City is in the process of partnering with King County to overall help the reduction and elimination of fecal coliform levels in Poverty Bay. Poverty Bay is currently under "conditional" restriction for shell fish harvesting and is being threatening to the point of increasing the restriction to "prohibited." A grant will be used to fund a source tracking program to help locate any possible sources of fecal coliform and ultimately allow the City to eliminate these sources. As required by state law, King County must create a shellfish protection program within 180 days (March 14, 2017) of the downgrade and implement the program within 60 days after it is established.

Municipal Operations and Maintenance

Stormwater asset inspection and maintenance is well under way for the 2016 cycle. Public catchbasin inspection and maintenance has begun for the year. Inspections are being recorded and tracked using I-pads with "Cityworks" installed on them. The yearly stormwater flow control and water quality facility inspections will begin in October.

Pipe Program Tracking

Beginning last year, staff began tracking participation in the Pipe Program. This program was established nearly 20 years ago and has been a very successful and popular way to fill and pipe many of the City's road side ditches. Because the pipe work benefits both the City and property owners, each pipe project involves a contract between the City and property owner whereby the property owner pays for the material costs and the City provides the labor and equipment to perform the project. On average each year, nearly a dozen projects are done installing more than 1,000 feet of storm pipe. However, due to the need to meet NPDES permit maintenance requirements the Pipe Program work has been temporarily put on hold. In the meantime, staff will continue to take requests for the program and provide cost estimates to interested property owners. As of September, 7 requests are awaiting installation.

Deepdene Plat Landslide

Following heavy rains early this year a landslide developed at the 260th storm outfall to Puget Sound. City crews made a repair to the outfall and engineering staff will be monitoring the repair work throughout the winter. Staff has also met with the adjacent property owners to determine if there is any interest in partnering in a pipe repair/slope stabilization project.



PARKS MAINTENANCE DIVISION

Parks work during the third quarter included routine park rounds and maintenance, sports field preparation and management of landscape maintenance contractor. Summer is always a busy season for our Parks crew and the 3rd Quarter of the year finds them winterizing all City facilities irrigation systems, shutting down Underwood Park and cleaning up and securing park facilities for the winter. Their focus will shift to keeping walking trails cleared of vegetation and debris. Some of the big projects they recently completed were clearing acres of brush from Parkside Park, the Activity Center and Underwood Park; removed playground border and woodchips from Cecil Powell Park and installed topsoil and grass seed; rolled the turf at the Field House and Beach Park Meadow; and helped the street crew clear the problem property located on the corner of S 216th and S 28th Streets.

FACILITIES DIVISION

Facilities work in the 3rd quarter included general building maintenance and repairs, management and coordination of vendors to include fire and security system inspections and locks replacements. Facilities Maintenance consists 1 person that is tasked with keeping all City facilities up and running. He performs routine maintenance that includes HVAC, plumbing, electrical and lock repair; monitors, coordinates and inspects contracted services for pest control, security alarms, sprinkler systems and HVAC maintenance. He is also instrumental in repairing any damage from wire thefts at our parks.

FLEET MAINTENANCE DIVISION

There are only 1.5 staff in Fleet Maintenance that tend to all the City's vehicles and equipment. They perform routine maintenance on vehicles; prepare all old vehicles for surplus and order all new vehicles and equipment; install any aftermarket products on vehicles and equipment; and provide CDL training to new employees. Currently they are busy winterizing vehicles and equipment, also testing sanders and prepping for snow plow installation.

LAND USE ACTIVITY SUMMARY

Commercial Scale Projects Pending Review/Approval

- Thind/Comfort Inn, 2628 S 222nd Street, LUA2015-0060: Second round of design review plan revisions were submitted on 7/20/16. Design Review Determination issued 9/19/16.
- Highline Place, 23609 Pacific Highway South, LUA2015-0006: Civil/grading comments sent 8/04/16. Revisions submitted 8/25/16 and 9/14/16. Comment letter #2 sent on 9/15/16 and revision #3 submitted on 9/20/16. Civil and grading plans approved on 9/26/16. Grading permit issuance pending posting of performance bond. City Council accepted S 236th Place right-of-way dedication on 9/22/16.
- Wesley Homes, 815 S 216th Street, LUA2015-0035: Design Review Determination issued on 9/16/16.
- Waterland Arcade, 22306 Marine View Drive, BLD2016-0469: Planning approved on 9/13/16 and business license issued 9/28/16.
- Highline College Master Plan, 2400 South 240th St, LUA2016-0025: Review of Campus Master Plan underway. Planning to issue a SEPA Mitigated Determination of Non-significance sometime in October 2016.
- Highline College Building 26, LUA2016-0040: Application received on 9/21/16 for renovation of Building 26 at Highline College for Health and Life Science programs. The project consists of approximately 32,000 sf of renovation and 15,000 sf of addition. Design review in progress.
- WaterView Crossing (DEVCO), Pacific Highway S and S 220th Street, LUA2015-0013: Grading permit and civil plan review comments sent 9/30/16.
- Des Moines Theater, LUA2015-0054: Due to the increase in construction costs, applicant is exploring options to add more dwelling units and implications for meeting parking and financing requirements.

Subdivision Pending Review Approval

- Warren 4 Lot Short Plat, 900 S 242nd St, 5/7/15: Construction of civil improvements underway.
- Breckenridge 7 lot Short Plat, 25316 22nd Ave S, 7/16/15, LUA2015-0039: Lot line adjustment to incorporate additional area for cul-de-sac recorded 7/14/16. Preliminary plat approval issued 7/22/16.

Land Division Requests with Approvals, Pending Construction

- Pacific Heights PUD, 77 lot PUD, 15xx S 279th Place, 6/1/11, LUA2012-0001: Civil plan revisions submitted 8/12/16.
- Highline View Estates, 21 lot PUD, 21xx S 240th St, 9/01/06, LUA07-004: Civil improvements are under construction. Staff working with the applicant to develop a punch list of items to be completed prior to bringing Final Plat to Council. Final plat documents sent to consultant AHBL to complete lot closures.
- Blueberry Lane Final Plat, 62 lot PUD, 196xx Des Moines Memorial Drive, LUA2014-0003: Council approved final plat on 8/17/16.

Shoreline and Critical Area Projects Pending Review/Approval

- Im, 6/25/10, LUA2012-0023: On 7/1/16, the applicant's representative's submitted additional information to Ecology and subsequently on 7/12/16, Ecology indicated they would proceed to final decision on this application. Approval from Ecology expected in early October.
- PSE Bulkhead Repair, 11/4/15, LUA2015-0058: Grading permit approved 8/19/16.
- Seymour Residence Soldier Pile Wall, LUA2016-0011: Application for a Shoreline Substantial Development Permit and SEPA review. SEPA DNS issued on 8/9/16. Shoreline Exemption issued 9/13/16. A public hearing before the Hearing Examiner was held on 9/23/16. Hearing Examiner issued a decision to approve a Title 16 variance on 10/4/16.

Pre-Submittal Assistance

- 26915 Pacific Highway S, PIN 2822049045: Staff met with architect and development team for the property on 7/29/16 and 9/26/16 and provided follow-up e-mails responding to applicant questions.

Pre-Application Meetings

- PA2016-0009, Redondo Square Safeway Fuel Station & Starbucks.
- PA2016-0010, Furney Property Rezone **and** Pannatoni Warehouses: Proposal to demolish existing buildings and redevelop the site with two tilt-up concrete buildings (approximately 244,500 SF and 39,150 SF) with associated loading/truck yard, parking, landscaping, and stormwater detention. Options for moving forward include rezoning the property to B-P or develop under the current PR-C zoning (i.e., use mix would need to be permitted). If rezoned, would also require amendment to the Comp Plan map and would be subject to master plan development process per B-P zone.
- PA2016-0011, Saltwater State Park Restroom Replacement.
- PA2016-0012, Boushey Residential Addition.

City Services, Project Management and Coordination

- Barnes Creek Nature Trail, LUA2016-0039: SEPA DNS issued on 9/20/16. Comment period ended on 10/4/16 and appeal period ended on 10/14/16.

BUSINESS LICENSES AND MINOR HOME REPAIR

Business License Recap

- In July, there were a total of 66 new and renewed business licenses processed, including 16 renewals and 50 new licenses, totaling \$5,740.00. Of the 66 business licenses processed, 26 were applied for online. All in-city commercial businesses with delinquent licenses have been contacted and are now current.
- In August - there were a total of 60 new and renewed business licenses processed, including 10 renewals and 50 new licenses, totaling \$5,145.00. Of the 60 business licenses

processed, 26 were applied for online. All delinquent businesses licenses have been brought into compliance.

- In September, there were a total of 57 new and renewed business licenses processed including 11 renewals and 46 new licenses, totaling \$5,445.00. Of the 57 business licenses processed, 19 were applied for online. The business license fees were updated by Council Resolution 1343. Renewal notices will be sent out in the month of October.

Minor Homes Repair Recap

- In July, there were two MHR projects completed, and there are two projects in process. The completed projects included the installation of grab bars for two clients, multiple plumbing repairs, roof cleaning, and the installation of CO2 detectors.
- In August, there were no completed MHR projects. There are four projects in process.
- In September, there was one MHR project completed. There are four projects in process.
- The 2016 CDBG Minor Home Repair grant amount has been determined and each City in the Inter-local will have \$31,125 project dollars.

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MINUTES**SPECIAL MEETING TO HOLD AN EXECUTIVE SESSION**

October 13, 2016

CALL MEETING TO ORDER

The Special Meeting was called to order by Mayor Pina at 6:22 p.m. in Council Chambers.

ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington;
Councilmembers Melissa Musser, Luisa Bangs,
Robert K. Back and Dave Kaplan.

Others present: Interim City Attorney Tim George; Finance Director Dunyele
Mason.

PURPOSE

The purpose of the Special Meeting was to hold an Executive Session to discuss labor negotiations per RCW 42.30.140(4)(a) and the performance of a public employee per RCW 42.30.110(1)(f).

At 6:51 p.m. Mayor Pina extended the Executive Session an additional 5 minutes.

No formal action was taken.

The meeting was adjourned at 6:56 p.m.

Respectfully submitted,
Ellie Hooman
Acting City Clerk

MINUTES

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

October 13, 2016 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Musser.

ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser; Luisa Bangs, Robert K. Back and Dave Kaplan.

Councilmember Jeremy Nutting was absent.

Direction/Action

Motion made by Councilmember Musser to excuse Councilmember Nutting; seconded by Councilmember Bangs.
The motion passed 6-0.

Staff present: Interim City Manager Michael Matthias; Interim City Attorney Tim George; Parks, Recreation & Senior Services Director Patrice Thorell; Master Police Officer Justin Cripe; Interim Assistant City Attorney Matt Hutchins; Finance Director Dunyele Mason; Police Chief George Delgado; Harbormaster Joe Dusenbury; Budget Manager Cecilia Pollock; Special Transportation Project Manager Len Madsen; Acting City Clerk Ellie Hooman;

CORRESPONDENCE

- There were no correspondences.

COMMENTS FROM THE PUBLIC

- Joel Wachtel, 3450 S 176th Street; Opposed to Sound Transit 3.
- Maria Wachtel, 3450 S 176th Street; passed on speaking.
- Bree Davidson, 23252 28th Avenue South; Thanked Council for all that they do.
- Bill Linscott, 22335 6th Avenue South; Marina paid parking and neighborhood mitigation plan.
- Ben Stewart, 22515 6th Avenue South; Thanked Council and staff who attended the Des Moines Marina Association meeting/Marina paid parking.
- Bob Adams, 22515 6th Avenue South; Marina paid parking.
- Mica Purcell, 23609 7th Avenue South; Dog shooting.
- Harry Steinmetz, 917 S 258th Place; Discharge of firearms/dog shooting.
- Mark Sherman, 21654 14th South; Zoning Change LUA2016-0035.
- Mike Heinrich, 232 2nd Avenue South; Kent Youth and Family Services update.
- Robert Pond, 23116 30th Avenue South; Highline School District Bond and Sound Transit (ST3) Bond.

- Donnie Belk, 900 SW 16th; Des Moines Creek Business Park update and other development opportunities and requested to meet with the Finance & Economic Development Committee meeting to discuss text code amendments.
- Laura Castronover, 1319 S 251st Place; Opposed to Highline School Bond.
- Kevin Isherwood, Redondo Beach Drive South; Redondo Boardwalk, possible derelict boat offshore at Redondo and ride along with the Des Moines Police Department.
- Rick Johnson, Redondo Beach Drive; Dog shooting.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Mayor Pro Tem Pennington

- Public Safety & Transportation Committee meeting.
- Marina Tenants Association meeting.
- Finance & Economic Development Committee meeting:
 - Economic Summit.
 - Nuisance abatement program.
 - List of properties.
- Stormy weather ahead, be safe.

Councilmember Kaplan

- Public Safety & Transportation Committee meeting:
 - Back to school/school resource officer.
 - CIP Project updates.
 - Red light running cameras.
- Citizens Advisory Committee meeting.
- Joint Puget Sound Gateway project meeting.

Councilmember Back

- No report.

Councilmember Bangs

- Pacific Middle School inviting Community & Business members:
 - Discover U Week.

Councilmember Musser

- No report.

PRESIDING OFFICER'S REPORT

- Ground breaking for Wesley Gardens redevelopment.
- Des Moines Marina Tenant Association meeting.
- Citizens Advisory Committee meeting.
- Students asking to meet regarding involvement in community.
- Flight Corridor Safety Program.

ADMINISTRATION REPORT

- Item 1: SOUND TRANSIT
Chelsea Levy and Cathal Ridge, with Sound Transit, gave a power point presentation to Council on the ST3 proposal.

- Item 2: BACK TO SCHOOL – SRO UPDATE
School Resource Officer, Justin Cripe, gave a presentation to Council.
- Item 3: LODGING TAX UPDATE
Parks, Recreation & Senior Services Director Thorell gave a presentation on the 2016-2017 Lodging Tax Advisory Committee to Council.
- Item 4: AWC LEGISLATIVE SESSION CITY PRIORITIES
Interim City Manager Matthias handed out AWC Legislative Session City Priorities.

Attended Soundside Alliance Policy Committee meeting.

Planning, Building and Public Works Director Brewer presented Draft Ordinance 16-158 to Council for recommended modifications.

Direction/Action

Motion made by Councilmember Kaplan to suspend Rule 26(a) in order to enact Draft Ordinance No. 16-158 on first reading; seconded by Councilmember Back. The motion passed 6-0.

Motion made by Councilmember Kaplan to enact Draft Ordinance No. 16-158 amending the Des Moines Municipal Code Table 18.52.010B footnote 58 to clarify Council intent on Mixed Use Projects within the T-C and W-C Woodmont Commercial Zone; seconded by Councilmember Bangs. The motion passed 6-0.

Mayor Pina read Draft Ordinance No. 16-158 into the record.

CONSENT AGENDA

- Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes from the August 18, September 8 and September 22, 2016 City Council meetings.
- Item 2: AMENDMENTS TO TITLE 14 DMMC TO ESTABLISH BUILDING CODE STANDARDS FOR LINK LIGHT RAIL AND FOR IMPROVED FIRE SAFETY
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 16-133 on first reading.

Motion 2 is to enact Draft Ordinance No. 16-133, adding new high capacity transit fire, life safety and design standards and making other fire safety code changes to Title 14 DMMC, entitled Buildings and Construction.
- Item 3: GOLKA PROPERTY – ASBESTOS ABATEMENT AND DEMOLITION OF STRUCTURE AT 2828 SOUTH 224TH STREET
Motion 1 is to authorize staff to contract for the asbestos abatement and demolition of the unsafe nuisance residence located at 2828 South 224th Street in Des Moines, and to take all other necessary actions to abate the existing nuisance at the property.

Motion 2 is to direct Administration to submit a \$25,000 budget amendment for the Golka property asbestos abatement, house demolition, and nuisance abatement.

- Item 4: STAMETS DRIVEWAY SHORELINE VARIANCE – PROPOSED PROCESS FOR REVIEW BY HEARING EXAMINER
Motion is to delegate the Shoreline Variance Permit decision for the Stamets Driveway filed under LUA2016-0017 to the Hearing Examiner pursuant to DMMC 18.240.160(3).
- Item 5: GRADUATE! HIGHLINE PROCLAMATION
Motion is to approve the Proclamation supporting the Graduate! Highline
- Item 6: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers through October 13, 2016 included in the attached list and further described as follows:
- | | |
|--|----------------|
| Total A/P Checks/Vouchers #148113-148329 | \$2,338,594.29 |
| Electronic Wire Transfers #764-774 | \$ 330,465.87 |
| Payroll Checks #18848-18854 | \$ 4,923.11 |
| Payroll Direct Deposit #370001-370151 | \$ 288,512.92 |
| Payroll Checks #18855-18863 | \$ 7,385.42 |
| Payroll Direct Deposit #400001-400152 | \$ 285,720.58 |
| Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: | \$3,255,602.19 |

Direction/Action

Motion made by Councilmember Musser to approve the Consent Agenda; seconded by Councilmember Kaplan.
The motion passed 6-0.

Mayor Pina read the Graduate! Highline Proclamation into the record.

PUBLIC HEARING

- Item 1: DRAFT ORDINANCE NO 16-121 AMENDING CHAPTER 18.10 DMMC TO REZONE CERTAIN PORT OF SEATTLE AND WASHINGTON STATE DEPARTMENT OF TRANSPORTATION PROPERTIES FROM RESIDENTIAL TO BUSINESS PARK AND HIGHER DENSITY RESIDENTIAL USES (LUA2016-0035)
Staff Presentation: Planning, Building and Public Works
Director Dan Brewer

Mayor Pina opened the public hearing at 9:03 p.m.

Planning, Building and Public Works Director Brewer gave a presentation to Council.

Planning, Building and Public Works Director Brewer entered three letters into the record:

- Washington State Department of Transportation
- Port of Seattle
- Dean R Lyle

Mayor Pina called for those that signed up to speak:

- Mark Sherman, 21654 14th S; Water runoff, loss of existing woods as greenbelt and construction impact.
- Gary Malcolm, 22010 16th Avenue S; Loss of greenbelt and 216th extension.
- Robert Bonds, 22011 16th Avenue S; 216th extension.
- Judy Somerville, 21638 14th Avenue S; Water runoff.
- Kim Riste, 21654 14th Avenue S; passed on speaking.

Mayor Pina called 3 times if anyone wished to speak; seeing none he asked Council if they had any questions.

Mayor Pina closed the public hearing at 9:43 p.m.

Direction/Action

Motion made by Councilmember Kaplan to suspend Rule 26(a) in order to enact Draft Ordinance No. 16-121 on first reading; seconded by Councilmember Bangs.

The motion passed 6-0.

Motion 2 made by Councilmember Kaplan to enact Draft Ordinance No. 16-121 with Section 2A and Exhibit A-1 amending Chapter 18.10 DMMC to rezone certain Port of Seattle and Washington State Department of Transportation properties from R-SE Residential: Suburban Estates to B-P Business Park and the small residential remnant from R-SE to RS-8,400 Residential: Single Family 8,400; seconded by Councilmember Musser.

The motion passed 6-0.

Mayor Pina read Draft Ordinance No. 16-121 into the record.

Motion made by Councilmember Musser to remand the Sound Ridge Condominium water runoff issue to the Environment Committee; seconded by Councilmember Back.

The motion passed 6-0.

Motion made by Mayor Pro Tem Pennington to remand the 16th Avenue and 218th extension to the Public Safety & Transportation Committee; seconded by Mayor Pina.

The motion passed 6-0.

Motion made by Councilmember Kaplan to add to the work plans of the Finance & Economic Development Committee and Environment Committee an incentive program to maintain vegetation; seconded by Councilmember Musser.

The motion passed 6-0.

Direction/Action

Motion made by Councilmember Kaplan to move Old Business Items 1 and 2 to the October 20, 2016 meeting; seconded by Mayor Pina.

The motion passed 6-0.

OLD BUSINESS

- Item 1: LOCAL GOVERNMENT 101; PART 10: FINANCE
Staff Presentation: Finance Director Dunyele Mason
- Item 2: CITY COUNCIL FINANCIAL INFORMATION FOLLOW UP
Staff Presentation: Finance Director Dunyele Mason

NEXT MEETING DATE

October 20, 2016 Regular City Council Meeting

ADJOURNMENT

Motion made by Mayor Pro Tem Pennington to adjourn; seconded by Councilmember Musser.
The motion passed 6-0.

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

Respectfully Submitted,
Ellie Hooman
Acting City Clerk

MINUTES
SPECIAL MEETING TO HOLD AN EXECUTIVE SESSION

October 20, 2016

CALL MEETING TO ORDER

The Special Meeting was called to order by Mayor Pina at 6:21 p.m. in Council Chambers.

ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington;
Councilmembers Melissa Musser, Jeremy Nutting, Luisa Bangs
and Robert K. Back.

Others present: Interim City Attorney Tim George.

PURPOSE

The purpose of the Special Meeting was to hold an Executive Session to discuss the performance of a public employee under RCW 42.30.110(1)(f).

At 6:50 p.m. Mayor Pina extended the Executive Session an additional 10 minutes.

No formal action was taken.

The meeting was adjourned at 7:01 p.m.

Respectfully submitted,
Bonnie Wilkins, CMC
City Clerk

MINUTES

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

October 20, 2016 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:05 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Nutting.

ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser; Jeremy Nutting, Luisa Bangs and Robert K. Back.

Councilmember Dave Kaplan was absent.

Direction/Action

Motion made by Councilmember Nutting to excuse Councilmember Kaplan; seconded by Councilmember Musser.
The motion passed 6-0.

Staff present: Interim City Manager Michael Matthias; Interim City Attorney Tim George; Planning, Building and Public Works Director Dan Brewer; Associate Transportation Engineer Andrew Merges; Interim Assistant City Attorney Matt Hutchins; Court Administrator Jennefer Johnson; Municipal Court Judge Lisa Leone; Probation Officer Melissa Patrick; Commander Bob Bohl; Police Chief George Delgado; Facilities Coordinator Shannon Kirchberg; Harbormaster Joe Dusenbury; Parks, Recreation & Senior Services Director Patrice Thorell; Assistant Harbormaster Scott Wilkins; Finance Director Dunyele Mason; Senior Services Manager Sue Padden; Budget Manager Cecilia Pollock; City Clerk Bonnie Wilkins.

CORRESPONDENCE

- There were no correspondences.

COMMENTS FROM THE PUBLIC

- Alena Rogers, 21825 30th Avenue S; Sound transit and light rail.
- Jill Andrews, 1919 S 232nd Avenue S; Destination Des Moines update.
- Jean Munro, Arts Commission update.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Mayor Pro Tem Pennington

- Thanked all organizations vested in Des Moines.

Councilmember Back

- No report.

Councilmember Bangs

- Seattle Symphony in Auditorium.
- Responded back to Public Comment speaker regarding Sound Transit.

Councilmember Nutting

- Shorewood and North Hill Elementary Schools have been named 2016 State Schools of Distinction.

Direction/Action

Motion made by Councilmember Nutting to honor North Hill by Proclamation; seconded by Mayor Pina.

The motion passed 6-0.

- Bayside Brunch.
- Tip A Cop Event:
 - Support Special Olympics.

Councilmember Musser

- Environment Committee meeting:
 - Low Impact Development Standards
 - National Shellfish Sanitation Program.

PRESIDING OFFICER'S REPORT

- Thanked Destination Des Moines, the Des Moines Arts Commission, the Des Moines Legacy Foundation and all community organizations.
- October 27th Council meeting – State Senators/Representatives to attend.
- November 5th Redondo Boardwalk Opening and Ribbon Cutting.
- Squid-A-Rama:
 - Arts Commissioner, Jean Munro spoke about the event.
- Marina Paid Parking.

ADMINISTRATION REPORT

Item 1: REDONDO BOARDWALK OPERATION & MAINTENANCE EFFICIENCIES

Associate Transportation Engineer Merges updated Council on maintenance efficiencies.

Panattoni request to consider PRC Zone.

Direction/Action

Motion made by Councilmember Musser to remand the consideration of the PRC Zone to the Finance and Economic Development Committee; seconded by Councilmember Bangs.

The motion passed 6-0.

OLD BUSINESS

Item 1: CITY COUNCIL FINANCIAL INFORMATION FOLLOW UP
Staff Presentation: Finance Director Dunyele Mason

Interim City Manager Matthias gave opening remarks.

Finance Director Mason gave a power point presentation to Council.

PUBLIC HEARING

Item 1: 2017 OPERATING AND CAPITAL BUDGETS
Staff Presentation: Finance Director Dunyele Mason

Mayor Pina opened the public hearing at 8:57 p.m.

Finance Director Mason gave a power point presentation to Council.

Mayor Pina called for those that wished to speak;

Bill Linscott, address on file; Marina dredging and dock replacement fund.

Mayor Pina called 3 times if anyone else wished to speak; seeing none he asked Council if they had any questions.

Mayor Pina closed the public hearing at 9:25 p.m.

Direction/Action

Motion made by Mayor Pro Tem Pennington to pass Draft Ordinance No. 16-161 establishing the 2017 Operating and Capital Budgets to a second reading on November 10, 2016; seconded by Councilmember Musser.
The motion passed 6-0.

Mayor Pina read Draft Ordinance No. 16-161 into the record.

EXECUTIVE SESSION

At 9:30 p.m. Council went into Executive Session. The purpose of the Executive Session is to discuss the performance of a public employee per RCW 42.30.110(1)(f). In attendance: Mayor Pina; Mayor Pro Tem Pennington; Councilmembers Musser, Nutting, Bangs and Back; Interim City Attorney George.

NEXT MEETING DATE

October 27, 2016 Regular City Council Meeting

ADJOURNMENT

Motion made by Councilmember Nutting to adjourn; seconded by Mayor Pro Tem Pennington.
The motion passed 6-0.

The meeting was adjourned at 10:01 p.m.

Respectfully Submitted,
Bonnie Wilkins, CMC
City Clerk

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CITY OF DES MOINES
Voucher Certification Approval

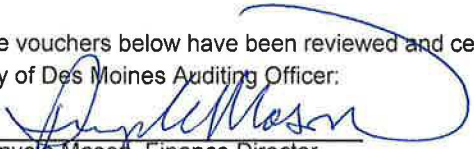
8-Dec-16

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 Dec. 8, 2016 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through Nov. 30, 2016 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:


 Dunyelle Mason, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	148641 -	148875	1,373,632.91
Electronic Wire Transfers	790	797	185,679.29
Total claims paid			1,559,312.20
Payroll Vouchers			
Payroll Checks	18873	18875	3,808.18
Direct Deposit	460001	460149	287,062.69
Payroll Checks		-	
Direct Deposit		-	
Total Paychecks/Direct Deposits paid			290,870.87
Total checks and wires for A/P & Payroll			1,850,183.07

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Arts Commission Reappointments
of Alfonso De Anda and Ekkarath Sisavatdy

ATTACHMENTS:

FOR AGENDA OF: December 8, 2016

DEPT. OF ORIGIN: Parks, Recreation & Senior
Services

DATE SUBMITTED: November 30, 2016

CLEARANCES:

- ☐ Legal _____
- ☐ Finance NA
- ☐ Marina NA
- ☒ Parks, Recreation & Senior Services NA
- ☐ Planning, Building & Public Works NA
- ☐ Police NA
- ☐ Courts NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to recommend City Council approval of two reappointments to the City of Des Moines Arts Commission.

Suggested Motion

Motion: “I move to confirm the Mayoral reappointment of Alfonso De Anda and Ekkarath Sisavatdy to three year terms on the City of Des Moines Arts Commission effective January 1, 2017 and expiring on December 31, 2019.”

Background

The City Council adopted Ordinance No. 06-1393 establishing the Des Moines Arts Commission in November 30, 2006. The nine Arts Commission positions were appointed in February 2007. The terms were staggered so that six positions are retained each year and three positions expire each year on December 31.

The Arts Commission was created to:

- (1) Represent the interest of the city in matters of the arts, to be a spokes group for the arts in the city and to keep the city council informed on all such related matters.
- (2) Evaluate, prioritize, and make recommendations on funding for cultural arts needs within the city.
- (3) Review and recommend works of art for the city, especially works to be acquired through appropriations set aside from municipal construction projects. Local artists will be encouraged and given equal consideration for these projects.
- (4) Inform, assist, sponsor or coordinate with arts organizations, artists, or others interested in the cultural advancement of the community.
- (5) Encourage and aid programs for the cultural enrichment of the citizens of Des Moines and encourage more public visibility of the arts.
- (6) Develop cooperation with schools, local, regional, state and national arts organizations.
- (7) Obtain private, local, regional, state or federal funds to promote arts projects within the Des Moines community.

Discussion

This agenda seeks confirmation of the Mayoral reappointment of Des Moines residents Alfonso De Anda and Ekkarath Sisavatdy to the Des Moines Arts Commission to become effective January 1, 2017 and expire on December 31, 2019.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

None provided.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Jail Alternative - DOC Work Crew

FOR AGENDA OF: December 8, 2016

ATTACHMENTS:

1. Memorandum of Agreement between City of Des Moines and The Washington State Department of Corrections

DEPT. OF ORIGIN: Court

DATE SUBMITTED: November 29, 2016

CLEARANCES:

- ☒ Legal JS
- ☐ Economic Development N/A
- ☐ Finance N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☐ Planning, Building & Public Works N/A
- ☐ Police N/A
- ☒ Courts JS

APPROVED BY CITY MANAGER
FOR SUBMITTAL JS

Purpose and Recommendation

The purpose of this agenda item is to request Council's approval of a memorandum of agreement with Washington State Department of Corrections for the purpose of providing Community Restitution crew participation as a jail alternative for the City of Des Moines Municipal Court sentences/sanctions. The following motion will appear on the consent calendar.

Suggested Motion

Motion: "I move to approve the Memorandum of Agreement between the City of Des Moines and the Washington State Department of Corrections for the purpose of providing Community Restitution crew participation as a jail alternative, and authorize the City Manager to sign said agreement substantially in the form submitted.

Background

Work crew is a jail alternative for defendants convicted of low-level crimes in municipal court. Defendants are required to work 8-hour days and are supervised by the Washington State Department of Corrections (DOC) staff.

Discussion

As an alternative to confinement, work crew achieves two important goals: first, it provides the court with an additional tool in determining an appropriate sentence in a given case; second, it provides a cost-effective alternative to jail. Work crew has the added benefit of providing defendants with valuable work experience as well as the opportunity to make restitution to the community. Based upon the surveys provided by DOC, many defendants experience pride in having the opportunity to “give back” to the community instead of simply sitting in jail. An estimated twenty percent or more of defendants could qualify for the program. Currently, the only jail alternative available at sentencing is electronic home detention. While this alternative is appropriate in some cases, it is not appropriate in many other cases. Moreover, the imposition of electronic home detention does not provide the same benefits as does work crew. Ultimately, the addition of work crew as a jail alternative expands the options that the court may use in tailoring an appropriate sentence in an individual case.

Alternatives

The City Council may take the following action: (1) approve the memorandum of agreement as submitted; (2) ask for modifications to the memorandum of agreement and seek resubmittal; or, (3) decline to approve the memorandum of agreement at this time and continue with current approved jail facilities and jail alternatives.

Financial Impact

With the implementation of work crew as a jail alternative, the City will save a modest amount in jail costs. The cost of work crew under the MOA is \$15/day per defendant. The defendant will be ordered to pay the cost of work crew if the court finds he or she has the ability to pay; in those cases where the court finds the defendant to be indigent, the City will subsidize the cost of work crew at a rate of \$5/day. The current cost of incarceration at SCORE jail is \$105/day.

Recommendation or Conclusion

The addition of work crew as a jail alternative is a cost-effective measure to hold defendants accountable while also providing an opportunity to provide restitution to the community. The Court requests that the City Council approve the MOA.

Concurrence

The City Attorney’s Office concurs.

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF DES MOINES BY AND THROUGH
THE DES MOINES MUNICIPAL COURT
AND
THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS**

THIS MEMORANDUM OF AGREEMENT is entered into on the date this Agreement is signed by all of the duly authorized representatives of the parties. The parties ("Parties") to this Agreement are the City of Des Moines ("CDM") a Washington municipal corporation by and through the Des Moines Municipal Court ("Court"), and the Washington State Department of Corrections ("DOC").

IT IS THE PURPOSE OF THIS AGREEMENT to provide Community Restitution crew participation as an alternative for the CDM Municipal Court sentences/sanctions.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The DOC and the CDM and Court shall furnish the necessary personnel, equipment, material, and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A", attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date this Agreement is signed by the duly authorized representatives of all of the parties, through December 31, 2018, unless terminated sooner as provided herein. Such term may be extended by the mutual agreement of the parties. Any such extension shall be evidenced by a properly completed written amendment to this Agreement.

PAYMENT

DOC shall receive \$15.00 per day for any crew day completed by a CDM worker on the Des Moines DOC work crew or for any CDM crew worker that "walks-away," is injured or is dismissed from crew after 12:00 Noon on any workday. In the event the Des Moines Municipal Court identifies an offender as indigent, the daily fee would be reduced to \$5.00 per day, otherwise the \$15.00 per day remains in effect.

BILLING PROCEDURE

The DOC shall submit monthly invoices to the CDM by the 25th of the month detailing the CDM crew worker hours worked and the worker daily rate. Payment to the DOC for approved and completed work will be made by warrant or account transfer by the CDM within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department of Corrections. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

INDEMNIFICATION

DOC, its agents, or employees assumes responsibility for any damages resulting solely from the negligence of DOC, its agents, or employees. To the extent permitted by law, DOC shall be required to indemnify, defend, and hold harmless CDM only to the extent the claim is caused solely by the negligent acts or omissions of DOC, its agents, or employees.

CDM, its agents, or employees assumes responsibility for any damages resulting solely from the negligence of CDM, its agents, or employees. To the extent permitted by law, CDM shall be required to indemnify, defend, and hold harmless the DOC to the extent the claim is caused solely by the negligent acts or omissions of CDM, its agents, or employees.

In accordance with the laws of the state of Washington, if both parties to this agreement are negligent and jointly liable, each party will assume responsibility for its own negligent acts or omissions.

AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement by giving the other party ten (10) working days written notification. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

In addition, DOC may terminate this Agreement upon written notification and without the ten-day notice required if DOC is unable to perform the services herein due to a policy or procedure change by the Secretary of DOC, a change in the law, or judgment of any court.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

PUBLIC INFORMATION

Neither party shall arrange for news media coverage relative to this Agreement that would specifically include offenders without the consent of the other party, nor shall either party release information to the news media relative to this Agreement concerning offenders without the consent of the other party to the extent allowed by law.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of Work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSURANCES

The parties agree that all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state, and local laws, rules, and regulations.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end, the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The Program Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for the Department is:

Donna Waters, Program Manager
 Department of Corrections
 851 Popular Pl. S.
 Seattle, WA 98144
 Telephone: (206) 726-6719
 E-Mail: dlwaters@doc1.wa.gov

The Representative for the Court is:

Jennefer Johnson, Court Administrator
 De Moines Municipal Court
 21630 11th Ave S. Suite C
 Des Moines, WA 98198-6317
 Telephone: (206) 878-4597
 E-Mail: jjohnson@desmoineswa.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF DES MOINES
 DES MOINES MUNICIPAL COURT

STATE OF WASHINGTON
 DEPARTMENT OF
 CORRECTIONS

 Michael Matthias Date
 City Manager/

 John R. Nispel, Administrator Date
 Contracts and Legal Affairs

 City Clerk, Bonnie Wilkins, CMC Date

 City Attorney, Tim George Date

THIS INTERAGENCY AGREEMENT HAS BEEN APPROVED
 AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

ATTACHMENT A SCOPE OF WORK

The DOC provides:

1. A work crew supervisor (DOC Correctional Officer) seven (7) days per week to pick up CDM crew workers at a designated pick-up location. The DOC Correctional Officer will supervise up to a maximum of five (5) CDM crew workers per day or up to the number of transport seats available for crew workers after any DOC or City of Des Moines Municipal Court (CDM) workers have been seated at the pick-up point. A maximum of 10 crew workers will be transported from the CDM pick-up location on any given Community Restitution crew day.
2. Project coordination, record keeping and reporting, as defined in this Agreement, under Records Maintenance, through a Community Corrections Program Manager with assistance from clerical staff.
3. Written documentation to the CDM Court within 48 hours of any incident in which a CDM crew worker was dismissed, from a DOC Community Restitution crew for disciplinary or safety reasons and will include a recommendation for the temporary or permanent dismissal of the crew worker from further work crew participation.

Note: DOC reserves the right to dismiss a CDM crew worker from a DOC Community Restitution work crew for disciplinary or safety reasons.

EQUIPMENT

4. Operating vehicles and shall maintain vehicles and equipment required to meet the scope of work.
5. Litterbags, and necessary tools, equipment and supplies to accomplish the scope of work.

TRAINING

6. Training for Community Restitution crew worker, as necessary, in the handling of illegally dumped materials, or pertaining to watershed plantings, removals or cleanups.
7. Training for Correctional Officers, as follows:
 - Personnel Orientation
 - CPR
 - First Aid/Infectious Disease Control
 - Flag Person Certification
 - Defensive Driving
 - Record Keeping
 - Safety Meetings
 - Incident Review
8. Training for CDM Community Restitution crew workers, as follows:

- Orientation to work crew
- Safety orientation – comprised of a standard orientation to sharps, public contact, seat belts, and related safety issues.

RECORD KEEPING AND REPORTING REQUIREMENTS

9. Records maintenance, detailing the daily participation of all CDM crew workers in Community Restitution crew activities. These shall be submitted to CDM on a monthly basis with the invoice, and shall include, but not be limited to the following:
 - Identify each CDM crew worker by name, CDM Court case number and dates worked.
 - Provide a total of CDM Community Restitution crew worker hours completed, supervisor hours and the daily Community Restitution crew worker rate.
10. Copies of any media reports, comments or written press reports regarding the work completed specific to this Agreement to the CDM Court.
11. The inspection and audit of all books and records of DOC which are pertinent to this Agreement, as the CDM or Court deems necessary after the expiration or termination of this Agreement.

The CDM or Court:

1. Provides the initial screening for all perspective CDM crew workers for any physical or mental health limitations that would restrict a Community Restitution crew worker from participating on a DOC Community Restitution crew in a safe manner.
2. Completes the DOC referral (to include required criminal history information) and screening questionnaire with the CDM crew worker, and insure that these documents have been received by DOC prior to the crew worker's first Community Restitution crew day.
3. Reimburses DOC within thirty (30) days of receipt of the monthly DOC Invoice, after review and approval of DOC Invoice expenses.

CDM Community Restitution Crew Workers:

Assist other Community Restitution crew workers in cleanups of litter and illegal dumping, vegetation cutting and/or removal, or other general labor as defined in the current Seattle DOC WORKCREW contract obligations or as requested and approved by the Program Manager.

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AGENDA ITEM

SUBJECT: Transportation Management
Services Consultant Contract –
Special Project Manager

ATTACHMENTS:

1. Proposed Leonard D. Madsen, AICP
Professional Services Contract
2. City of Des Moines Adopted CIP
worksheets: S. 216th St Segment 3 and
Marine View Drive/240th St Roundabout

AGENDA OF: December 8, 2016

DEPT. OF ORIGIN: Planning, Building &
Public Works

DATE SUBMITTED: December 1, 2016

CLEARANCES:

☒ Legal JSB

☒ Finance DM

☐ Marina N/A

☐ Parks, Recreation & Senior Services N/A

☒ Planning, Building & Public Works DJB

☐ Police N/A

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** 

Purpose and Recommendation:

The purpose of this agenda item is to request Council approval on a new contract with Leonard D. Madsen for professional transportation management services to the City to assist in managing two capital projects: the S. 216th Street Segment 3 Improvements and the Marine View Drive Roundabout through the end 2017. Subject to available funding, Mr. Madsen will also provide oversight of the Right of Way acquisition process in the City of Des Moines for the Sound Transit Federal Way Link Extension Work. Work on the capital improvements are subject to subsequent approval of design phases for the projects. The following motion will appear on the consent calendar:

Suggested Motion:

Motion: “I move to approve the contract with Leonard D. Madsen, AICP, for professional transportation management services in 2017, estimated to average 26 hours per week, to manage the S. 216th Segment 3 project, the Marine View Drive Roundabout project, and right of way coordination services with Sound Transit at a not-to-exceed cost of \$115,000, and authorize the City Manager to sign the contract substantially in the form as submitted.”

Background:

Mr. Madsen, successfully served as the transportation project manager for the complex Transportation Gateway Project involving improvements to three arterial streets. This work was completed on time and under budget. Mr. Madsen has been notified that as of December 16, 2016 his work on the on the Transportation Gateway Project is complete.

Discussion

The conditions which led to the need for this contract are based upon the complex scope and nature of two major elements of the 2017 Capital Improvement Program that are phased for design, right of way acquisition and construction. In addition the city needs project management services to oversee right of way acquisition for Sound Transit's Federal Way Link Extension project. These tasks are described below:

- South 216th Street Improvement – Segment 3 (11th Avenue South to 20th Avenue South) is planned be widened, adding left turn lanes, bicycle lanes, sidewalks, drainage facilities, undergrounding utilities and other related improvements. This work will require project oversight of preliminary design, public involvement, final engineering, right-of-way acquisition, oversight of the bidding process as well as construction management and construction. The work will entail development of an agreement for professional engineering services as well as agreements between property owners and utilities prior to construction. The project also requires oversight of a TIB grant awarded for this project including progress reports and invoices. Design is scheduled to be complete in 2017 followed by right of way acquisition.
- Marine View Drive (MVD)/South 240th Street Roundabout Improvement - This project will require widening of the right of way to construct a roadway roundabout at the intersection of S. 240th Street and Marine View Drive to improve traffic control at this intersection. The City requires professional project management services develop agreements for professional engineering services as well as oversee preparation of a final design report, preparation of final engineering documents, right of way acquisition and construction.
- The Federal Way Link Extension is fully funded and the City requires project management services to oversee Sound Transit's right of way acquisition and relocation process. Mr. Madsen has experience in the acquisition of right of way for federally funded projects and will help develop agreements with Sound Transit to ensure that vacant properties are adequately managed as well as manage impacts on City properties. Scheduling of this work is subject to the outcome of negotiations with Sound Transit.

Phasing of the projects is dependent upon sources of local, state, federal and private funding sources. The City received a Washington State Transportation Improvement Board grant to advance the S. 216th Street effort improvements. The City is committed to design the improvements in 2017, secure right of way in 2018 and construct this project by 2019. The City will seek a funding partnership with the Port of Seattle for construction, in lieu of impact fees. This approach is similar to the Transportation Gateway Project as the Port is interested in advancing work on the adjoining Des Moines Creek Business Park "West". The Marine View Drive Roundabout is planned to be designed in 2017, with right of way acquisition occurring in early 2018 pending funding, enabling the project to be advertised for construction in 2018 or pending funding. Funding for construction is anticipated to be derived from traffic impact fees associated with the Highline School District elementary school construction.

Time is of the essence given the funding sources and imminent development. Upon completion of design and clearing of necessary right away, staff believes the City will be in a position to rapidly execute construction contract(s). The term of the contract will be January 1, 2017 to December 31, 2017. Extension of the contract is dependent upon the outcome of work.

Staff resources need to be augmented in order to manage this complex effort. Mr. Madsen has extensive experience in managing capital projects for King County Metro and the City of Des Moines. Mr. Madsen performed well under his professional services contract managing the 16th Avenue S project which expired December 31, 2008. He contracted with the City to manage the complex Transportation

Gateway project in 2009 with completion of work on December 16, 2016 and his work exceeded expectations.

This professional services contract approach is preferred by Mr. Madsen as he is on the MSRC small works roster for the City of Des Moines and other municipalities. He is also a retired PERS 1 employee and has certain restrictions on the number of hours he can work without affecting his retirement status. The City also must follow personnel rules regarding positions which are potentially PERS-eligible and staff determined that Mr. Madsen meets independent contractor criteria.

Mr. Madsen has proven professional experience in coordinating in all phases of preliminary design, design, right-of-way, construction and construction management needed for these projects. He is skilled at soliciting community involvement in the design process. It is anticipated that activity levels will vary weekly, but this work will average 26 hours per week over the duration of the contract.

Alternatives

Council may chose not to approve the new contract with Mr. Madsen. In this case, additional full time staff would be required to back fill the effort on these projects.

Financial Impact

The costs for this contract can be accommodated from the 2017 capital budgets for the two capital projects identified above. An agreement with Sound Transit to finance city coordination on the Federal Way Link Extension project will be secured to finance this this work.

Recommendation/Conclusion:

Staff recommends that Council approve the proposed motion.

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CONTRACT FOR PROFESSIONAL TRANSPORTATION MANAGEMENT SERVICES
Between
THE CITY OF DES MOINES
And
LEONARD D. MADSEN, AICP

THIS CONTRACT is made and entered into between the CITY OF DES MOINES, a Washington Municipal Corporation (“the City”) and Leonard D. Madsen (“Mr. Madsen”).

WHEREAS, the City has adopted the 2017 Capital Improvement Program and desires to advance engineering and eventually construction of improvements commonly known as the City of Des Moines S. 216th Street Improvements, Segment 3, the Marine View Drive S./ S. 240th St. Roundabout as well as assist in the coordination of City of Des Moines right of way activities for the Federal Way Link Light Rail extension

WHEREAS, it is necessary for the City to secure project management services to assist in overseeing potential professional services for planning, pre-design, engineering, right of way, construction and construction management;

WHEREAS, Mr. Madsen, has adequately demonstrated the ability to provide management services functioning in the recent past as the interim City Transportation Engineer, the 16th Avenue South Project Manager; and special transportation project manager for the Transportation Gateway Project.

WHEREAS, Mr. Madsen is an independent contractor and listed on the MSRC Small Works Roster for the City of Des Moines

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. Madsen shall serve as Special Transportation Project Manager for the Des Moines S. 216th Street Segment 3 Improvements and the S. 240th St/Marine View Drive Roundabout. The work shall include coordination of work related design, right of way and construction of these capital improvement projects as well as coordination of agreements, consulting engineers, and construction management activities. He shall also assist the city in coordination of right of way acquisition and related project mitigation activities in the City of Des Moines for the Sound Transit Federal Way Link Extension. The project may be phased dependent upon the outcome Council approval of the following tasks:

Design and Construction:

- **S. 216th Street Segment 3 Improvements from 11th Avenue to S. 20th Avenue S.**
- **Marine View Drive S/ S. 240th St. Roundabout**

a. Design

- Assist the City in drafting professional engineering services agreement(s) for all phases of the above projects including design, PS&E, right of way acquisition and construction management. It is intended that this work proceed incrementally to scope and manage the work consistent with Council contract approval.
 - Pending approval of design contracts, work with consulting engineers to develop a design report, including a physical survey of the right of way. The design report shall be presented to the City Council including recommendations for phased design and/or construction of the project(s). Said work will include technical coordination with agencies and a community meeting during predesign process culminating in a recommended plan for approval the City Council.
 - Manage ongoing design work consistent with the Design Report recommendations and direction of the City's Public Works Director.
- b. Assist the City in drafting and managing agreements with property owners, funding partners and utilities to advance the project(s) as necessary during design, right of way and construction phases.
- c. Assist the City in drafting and managing a communications strategy for the project(s).
- d. Assist the City in forming and managing a technical stakeholder's advisory group to provide input on the design report prepared for the project(s).
- e. Provide recommendations for payment of invoices in excess of the signing authority provided herein.
- f. Provide monthly updates on the status of the project(s).
- g. Obligate City funds and reimburse expenditures not to exceed \$5,000 as provided above and consistent with the adopted budget.
- h. Preliminary Schedule:
- S. 216th St Segment 3: Design & ROW Plan, 2017; Right of Way Acquisition, 2018; Construction, 2019
 - Marine View Drive S./ S. 240th St. Roundabout: Design, Engineering, 2017; ROW and Construction, 2018
- i. Coordinate work under the direction of Brandon Carver, PE. Engineering Services Manager.

Right of Way Acquisition Coordination Federal Way Link Extension

Note: The following scope of work associated with the Federal Way Link Extension shall not proceed prior to written Notice to Proceed by the Engineering Services Manager.

- a) Represent the City of Des Moines in coordinating Sound Transit Right of Way activities related to property acquisition and relocation. Consistent with the City's memorandum of understanding with Sound Transit.
 - i) Review Sound Transit construction memoranda and agreements with property owners related to rights of entry, construction memorandum, property acquisition and relocation.
 - ii) Coordinate the alignment of the light rail guideway in the City of Des Moines related to mitigation of impacts on the City transportation system including franchise utility relocations, ROW permits and construction agreements, street ROW acquisition/vacations and/or reconfiguration.
- b) Preliminary Schedule:
 - i) Right of Way Acquisition, 2017;
Relocation and Construction Mitigation, 2018.

2. Contractor's Obligations. All labor, materials, tools, software, equipment, utilities, services, and all other things necessary or required in the satisfactory performance of the work shall be furnished by the Mr. Madsen. The Contract will be performed and completed under the supervision of and subject to the approval of the City or its authorized representatives, except that the City shall provide Mr. Madsen with access to the City's computer systems, support staff including, but not limited to a civil engineer, engineering technician, right of way inspector and clerical assistance and office/work space when appropriate; and certain resources such as a City code book, files pertaining to the projects listed in Section 1 of this agreement, and a "door fob" for after hours access to City Hall, all of which shall be returned to the City at 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. Madsen's residence until such time as this contract expires or is terminated, at which time they will be turned over to the City. Mr. Madsen 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. Madsen shall be paid as follows: Excepting changes and modifications agreed upon, Contractor shall be paid eighty five dollars (\$85.00) per hour for direct and indirect costs and fees. The consultant is expected to work on average about 26 hours per week, although it is recognized that the work effort may fluctuate, unless modified by mutual agreement with the Engineering Services Manager. The total compensation paid under this contract shall not exceed \$115,000.00 without prior written approval. Mr. Madsen 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 January 1, 2017 to December 31, 2017. 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. Madsen, 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. Madsen 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. Madsen 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. Madsen 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. Madsen 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. Madsen 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. Madsen nor any employee of Mr. Madsen 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. Madsen 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. Madsen that are within the course and scope of work performed for the City under this contract. Mr. Madsen 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. Madsen, up to \$1,000,000, that are not under control of the City and are not within the scope of this contract.

12. Liability Insurance. Mr. Madsen shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors as follows:

- a) Automobile Liability insurance with limits no less than \$500,000 combined single limit per accident for bodily injury, and property damage \$100,000 each accident, with the City added an additional insured for all driving that is required to perform the services outlined in Section 1. of this agreement. Mr. Madsen shall provide proof of such insurance prior to performing; and
- b) Mr. Madsen will be responsible for paying for Workers' Compensation coverage required by the Industrial Insurance laws of the State of Washington.

13. 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.

14. 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

Professional Services Contract
 Leonard D. Madsen, AICP
 Page 6

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.

15. 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.

16. 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.

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

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

19. 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

CONSULTANT

By _____
 Michael Matthias
 Its City Manager
 As authorized by the Des Moines City Council
 in open public session on December 8, 2016

 Leonard D. Madsen, AICP

Dated _____

Dated _____

APPROVED AS TO FORM:

 City Attorney

Project Title: Marine View Dr Roundabout

Project # 319,608,040

Summary Project Description:

TOTAL PROJECT SCOPE				
Expenditures	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	
Design				
External Engineering	150,000	-	150,000	
Internal Engineering/Project Mgmt	10,000	(10,000)	-	
Other Professional Services - Len Madsen		10,000	10,000	
Prop/ROW/Easements				
External Engineering	200,000	-	200,000	
Construction				
Construction Contract 1	1,500,000	-	1,500,000	
Other				
Interfund Financial Services	20,720	-	20,720	
Contingencies	212,000	-	212,000	
Total Project Expense Budget:	2,092,720	-	2,092,720	

Vendor #

GL Account Number

319,608,040-595,10-65,10
319,608,040-595,10-65,12
319,608,040-595,30-65,15

319,608,040-595,10-65,20

319,608,040-595,30-65,33

319,608,040-595,90-65,80
319,608,040-595,30-65,90

PROJECT ALLOCATIONS BY YEAR						
Project to Date 12/31/16	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021	
-	-	-	-	-	-	
-	150,000	-	-	-	-	
-	-	-	-	-	-	
-	10,000	-	-	-	-	
-	-	-	-	-	-	
-	-	200,000	-	-	-	
-	-	-	-	-	-	
-	-	500,000	1,000,000	-	-	
-	1,600	8,120	11,000	-	-	
-	-	112,000	100,000	-	-	
-	161,600	820,120	1,111,000	-	-	

Funding Sources	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	
Traffic In-Lieu	802,120	-	802,120	
Traffic Impact Fees- City Wide	161,600	-	161,600	
State of Washington Grants (Unconfirmed)	1,129,000	-	1,129,000	
Total Project Revenue Budget:	2,092,720	-	2,092,720	

Funding Source
Transfers

319,608,320,397,00,00,00
319,608,321,397,00,00,00
319,608,000,333,20,00,00

Project to Date 12/31/16	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021	
-	-	351,120	451,000	-	-	
-	161,600	-	-	-	-	
-	-	469,000	660,000	-	-	
-	161,600	820,120	1,111,000	-	-	

Committed Cash:

No Retainage

Contracts and Professional Service Agreements

Contract #

GL Account Number

319,608,040-595,10-65,10
319,608,040-595,10-65,30
319,608,040-595,30-65,33

Vendor Name	Date Signed	Exp. Date	Original Amt.	

Amend / Chg Ord #1	Amend / Chg Ord #5	Amend / Chg Ord #6	Amend / Chg Ord #7	Total Amount
				-
				-
				-

Project Title: South 216th - Segment 3

Project # 319.334.040

Summary Project Description:

TOTAL PROJECT SCOPE				
Expenditures	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	
Design				
External Engineering	540,000	-	540,000	
Internal Engineering/Project Mgmt	30,000	(15,000)	15,000	
Other Professional Services - Len Madsen		55,000	55,000	
Prop/ROW/Easements				
External Engineering	130,000	-	130,000	
Construction				
External Engineering	560,000	-	560,000	
Internal Engr-Proj Mgmt/Inspect	30,000	-	30,000	
Construction Contract 1	4,081,000	-	4,081,000	
Other Miscellaneous		-	-	
Other				
Interfund Financial Services	58,210	-	58,210	
Contingencies	450,000	(40,000)	410,000	
Total Project Expense Budget:	5,879,210	-	5,879,210	

Vendor #

GL Account Number

319.334.040.595.10.65.10

319.334.040.595.10.65.12

319.334.040.595.10.65.15

319.334.040.595.10.65.20

319.334.040.595.10.65.30

319.334.040.595.10.65.32

319.334.040.595.30.65.33

319.334.040.595.30.65.39

319.334.040.595.90.65.80

319.334.040.595.30.65.90

PROJECT ALLOCATIONS BY YEAR						
Project to Date 12/31/16	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021	
-	-	-	-	-	-	
-	540,000	-	-	-	-	
-	15,000	-	-	-	-	
-	55,000	-	-	-	-	
-	-	-	-	-	-	
-	-	130,000	-	-	-	
-	-	-	-	-	-	
-	-	-	560,000	-	-	
-	-	-	30,000	-	-	
-	-	-	4,081,000	-	-	
-	-	-	-	-	-	
-	-	-	-	-	-	
-	3,350	3,650	51,210	-	-	
-	-	-	410,000	-	-	
-	-	-	-	-	-	76
-	613,350	133,650	5,132,210	-	-	

Funding Source	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
321.334.319.597.00 /Transfers	2,721,970	-	2,721,970
Traffic Impact Fees - City Wide	3,157,240	-	3,157,240
State of Washington Grants (Unconfirmed)			
Total Project Revenue Budget:	5,879,210	-	5,879,210

Project to Date 12/31/16	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021
-	283,970	61,878	2,376,122	-	-
-	329,380	71,772	2,756,088	-	-
-	613,350	133,650	5,132,210	-	-

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Update of City of Des Moines
Certification Acceptance Qualification
Agreement & Right-of-Way
Acquisition Procedures

AGENDA OF: December 8, 2016

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: December 1, 2016

ATTACHMENTS:

1. CA Agreement, with Attachment
2. Right-of-Way Acquisition Procedures
(proposed including appraisal waiver)
3. E-Mail for WSDOT HQ

CLEARANCES:

- [X] Legal JB
 [X] Finance DM
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Planning, Building & Public Works DJB
 [] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation:

The purpose of this agenda item is to authorize the City Manager to sign an update of the City's Certification Acceptance Qualification Agreement (CA Agreement) in accordance with the WSDOT Local Agency Guidelines (Attachment 1), and to authorize the Mayor to sign an update to the City's Right-of-Way acquisition procedures consistent with the current WSDOT Local Agency Guidelines and 49 CFR 24 Uniform Relocation Assistance and Real Property Acquisition Act governing right-of-way Acquisition on all FHWA funded transportation projects in the State (Attachment 2). The following motions will appear on the consent calendar:

Suggested Motions

Motion 1: "I move to approve the City of Des Moines Certification Acceptance Qualification Agreement, with Attachment designating the City Manager and the Chief Operations Officer as the individuals authorized to sign Progress Billing statements and reimbursement requests, and authorize the City Manager to sign the Agreement substantially in the form as submitted."

Motion 2: "I move to approve the City of Des Moines Right-of-Way Acquisition Procedures and authorize the Mayor to sign the Procedures substantially in the same form as submitted."

Background:

The City's CA Agreement with WSDOT Local Programs allows the City to manage its own State and federally funded projects (Attachment 1). This Agreement authorizes and designates certain roles and responsibilities related to public works projects.

For a transportation project to be eligible for FHWA federal funding, the project's right-of-way must be acquired in accordance with the requirements of the State of Washington Right-of-Way Procedures Manual, Chapter 25, WSDOT Local Agency Guidelines.

The procedures identified in Attachment 2 assure fair and equitable treatment of displaced persons and encourage and expedite acquisitions by negotiations consistent with RCW 8.26 and WAC 468-100. Included are procedures for waiving appraisals for properties under an estimated value of \$25,000. Before requesting authority to acquire right-of-way for FHWA funded projects, the City must have secured approval of right-of-way acquisition procedures from WSDOT.

The City intends to pursue Federal funding for future transportation improvements that will likely require acquisition of rights-of-way. Certification of these right-of-way procedures by the State of Washington will enable the City to be eligible for such funding.

Discussion:

The City's CA Agreement was last updated in 2005, and the WSDOT Right-of-Way Procedures were last updated in 2015. The City's current Agreement and ROW procedures are similar, although the responsible Departments now need to be updated and the procedures are to be signed by the Mayor.

Recently, staff received an e-mail from WSDOT Local Programs Headquarters, indicating that the process for the signature authority on reimbursement requests was changing (Attachment 3). The process was modified in the October 2016, Local Agency Guidelines (LAG) update, and effective December 1, 2016, the first bills for each project must include the agency's documentation confirming the individual signing the reimbursement request is authorized to legally bind the agency. For on-going projects, the first reimbursement package submitted after 12/1/2016, is required to include the agency's documentation confirming the individual signing the reimbursement request is authorized to legally bind the agency. To address this new requirement, as part of the CA Agreement Update, Administration has included an attachment that designates the City Manager or the Chief Operations Officer as the individuals authorized by the City Council to sign, and therefore bind the City, to the terms of the reimbursement requests.

Alternatives:**CA Agreement:**

Council can approve the Agreement as submitted, or approve the Agreement with revisions.

Right-of-Way Procedures:

The City may choose to not update these procedures and/or seek FHWA sources of funding for transportation capital improvements. However, adoption of these guidelines are practical, fair and consistent with state guidelines regarding right-of-way property acquisitions using the statutory authority granted to cities in the State of Washington.

Financial Impact:**CA Agreement:**

Without a CA Agreement, the administration costs for City projects would increase significantly, as Consultants would be required to manage the City's adherence to the LAG Manual requirements.

CA Agreement Attachment:

Without the Council delegation of signing authority on reimbursement requests, administration is unable to process these requests, which would create a significant cash flow issue.

Right-of-Way Procedures:

The financial impact of adopting these procedures will be assessed with each transportation project requiring acquisition of public right-of-way. The proposed procedures rely on the use of qualified consultants to negotiate and acquire property for federally funded projects.

Recommendation/Conclusion:

Staff recommends that Council approve the suggested motions.

Concurrence:

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

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**Washington State
Department of Transportation**

Certification Acceptance Qualification Agreement

Agency City of Des Moines

Agency No. 0325

Address 21630 11th Avenue South

Des Moines WA 98198

The agency agrees to comply with the following requirements when developing all Federal Highway Administration (FHWA) projects under Full CA status.

1. Adherence to the *Local Agency Guidelines* and all policies and procedures promulgated by the Washington State Department of Transportation (WSDOT) which accomplish the policies and objectives set forth in Title 23, U.S. Code, Highways, and the regulations issued pursuant thereto.

2. The overall approval authorities and conditions will be as follows:

a. The project prospectus will be reviewed and approved by the following official.

City Manager

Position Title Only

b. The local agency agreement will be reviewed and approved by the following official or officials.

City Manager or Chief Operations Officer

Position Title or Titles Only

c. The designs and environmental documents will be reviewed and approved by the following state of Washington registered Professional Civil Engineer.

Chief Operations Officer or Public Works Director

Position Title Only

d. The hearing's findings (if required) will be reviewed and approved by the following official or officials.

Chief Operations Officer or Public Works Director

Position Title or Titles Only

e. The contract plans, specifications, and estimate of cost will be reviewed and approved by the following state of Washington registered Professional Engineer.

Chief Operations Officer or Public Works Director

Position Title or Titles Only

f. Agreements will be signed by the following responsible local official:

(1) Railroad

N/A

Position Title Only

(2) Utility

City Manager

Position Title Only

(3) Consultant

City Manager

Position Title Only

(4) Technical Services

City Manager

Position Title Only

g. The award of contract will be signed by the following responsible local official.

City Manager

Position Title Only

h. All projects will be constructed in conformance with the Washington State Department of Transportation/ American Public Works Association (WSDOT/APWA) current *Standard Specifications for Road, Bridge, and Municipal Construction* and such specifications that modify these specifications as appropriate. Multimodal enhancement projects shall be constructed in conformance with applicable state and local codes.

- i. The contract administration will be supervised by the following state of Washington registered Professional Civil Engineer.

Public Works Director

Position Title Only

- j. Construction administration and material sampling and testing will be accomplished in accordance with the *Local Agency Guidelines*.

3. The agency agrees that they have the means to provide adequate expertise and will have support staff available to perform the functions being subdelegated. The support staff may include consultant or state services.
4. The agency agrees that the signature on each project prospectus and local agency agreement will be consistent with section 2 above.
5. All projects under Certification Acceptance shall be available for review by the FHWA and the State at any time and all project documents shall be retained and available for inspection during the plan development and construction stages and for a three year period following acceptance of the project by WSDOT.
6. Approval of the local agency certification by the Director of Local Programs may be rescinded at any time upon local agency request or if, in the opinion of the Director of Local Programs, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved in the local agency certification.

Mayor or Chairperson

Date

Washington State Department of Transportation

Approved By:

Director, Local Programs

Date

**Attachment to CA Agreement
for
Delegation Authority on Reimbursement Requests**

Background

Federal grant requirements nationwide have now been consolidated and detailed in 2 CFR 200 'SuperCircular.' Changes included in the CFR directly effects the signature authority on reimbursement requests. As part of **2 CFR 200.415(a)**, to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, **signed by an official who is authorized to legally bind the non-Federal entity**, which reads as follows:

*"By **signing this report**, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, **may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.** (US Code Title 18, Section 1001 and Title 31. Sections 3729-3730 and 3801-3812)."*

Designation of Authority

In accordance with the City's Certification Acceptance Qualification Agreement, the City Manager has been designated as the Agency Official responsible for reviewing and approving a Project Prospectus, and either the City Manager or the Chief Operations Officer has been designated as the Agency Official(s) responsible for reviewing and approving Local Agency Agreements. Therefore, the City Council designates the City Manager or the Chief Operations Officer as the Agency Officials responsible to review and approve reimbursement requests.

At the Direction of the Des Moines City Council taken at an open public meeting on December 8, 2016.

Michael Matthias, City Manager

Daniel Brewer, Chief Operations Officer

Approved as to form:

City Attorney

Attest:

City Clerk

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City of Des Moines, WA

Right of Way Procedures

The City of Des Moines, Washington, hereinafter referred to as "AGENCY", , desiring to acquire Real Property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The AGENCY is responsible for the real property acquisition and relocation activities on projects administered by the AGENCY. To fulfill the above requirements the AGENCY will acquire right-of-way in accordance with the policies set forth in the Right of Way Manual M 26-01 and Local Agency Guidelines. The AGENCY has the following expertise and personnel capabilities to accomplish these functions:

1. The following relate to the AGENCY's request.

- a. Below is a list of responsible AGENCY positions, for which the AGENCY has qualified staff to perform the specific right-of-way function(s). Attached is a listing of each individual on the AGENCY staff who currently fill those positions below, and a brief summary of their qualifications pertaining to the specific right-of-way function(s) for which they are listed. This list shall be updated whenever staffing changes occur. The AGENCY will be approved to acquire based upon staff qualifications.

i. PROGRAM ADMINISTRATION :

Oversee delivery of the R/W Program on federal aid projects for the agency. Ensures R/W functions are carried out in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Ensures agency's approved R/W Procedures are current, including staff qualifications, and provides copies to consultants and agency staff;
- Oversight of R/W consultants;
 - use of consultant contract approved by WSDOT (under construction)
 - management of ROW contracts
 - management of R/W files
 - reviews and approves actions and decisions recommended by consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation prior to offers being made;
- Approves administrative offer summaries per policy
- Ensure agency has a relocation appeal process in place prior to starting relocation activities;
- Oversight of Administrative Settlements;
- Obligation authority for their agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.

Agency Position: Public Works Director

(employee name & qualifications - see Attachment 1)

ii. APPRAISAL

Prepare and deliver appraisals on federal aid projects for the agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use appraiser from WSDOT's Approved Appraiser List if agency does not have qualified staff;
- Prepare Project Funding Estimates (PFE) or, when applicable, True Cost Estimates (TCE);
- Prepare Administrative Offer Summaries (AOS or Appraisal Waiver);
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Agency Position: Qualified Consultant

iii. APPRAISAL REVIEW:

Review appraisals on federal aid projects for the agency to make sure they are adequate, reliable, and have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Appraiser List if agency does not have qualified staff;
- Ensures project wide consistency in approaches to value, use of market data and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Agency Position: Qualified Consultant

iv. ACQUISITION:

Acquire, through negotiation with property owners, real property or real property interests (rights) on federal aid projects for the agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, and policies and procedures.

Responsibilities/Expectations:

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;
- To avoid a conflict of interest, when the acquisition function prepares an AOS, only acquires property valued at \$10,000 or less;

- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare administrative settlement justification and obtain approval;
- Prepare Project Funding Estimates (PFE) or, when applicable, True Cost Estimates (TCE);
- Prepare Administrative Offer Summaries (AOS or Appraisal Waiver);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with R/W plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each acquisition.

Agency Position: Qualified Consultant

v. RELOCATION:

Provide relocation assistance to occupants of property considered displaced by a federally funded projects for the agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Prepare and obtain approval of relocation plan prior to starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for agency approving authority prior to making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW.

Agency Position: Qualified CONSULTANT

vi. PROPERTY MANAGEMENT:

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep R/W free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;

- Maintain property records;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the R/W.

Agency Positions: Finance Director; Chief Operations Officer, Public Works Director; Engineering Services Manager; SWM Utility Manager, City Attorney

(Employee names & qualifications – See Attachment 1)

- b. Any functions for which the AGENCY does not have qualified staff, the Agency will contract with another local agency with approved procedures, an outside contractor, or the Washington State Department of Transportation (WSDOT). An AGENCY that proposes to use outside contractors for any of the above functions will need to work closely with the WSDOT Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the AGENCY proposes to have a staff person approved to negotiate who is not experienced in negotiation for FHWA funded projects, the LAC must be given a reasonable opportunity to review all offers and supporting data before they are presented to the property owners.
 - c. An AGENCY wishing to take advantage of an Appraisal Waiver (aka Administrative Offer Summary or AOS) procedure on properties valued up to \$25,000 or less should make their proposed waiver procedure a part of these procedures. The procedure outlined in LAG manual has already been approved using form LPA-003. The AGENCY may submit a procedure different than that shown and it will be reviewed and approved if it provides sufficient information to determine value.
 - d. Attachment 2 is a copy of the AGENCY's administrative settlement procedure showing the approving authority(s) and the procedure involved in making administrative settlements.
2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, right-of-way and construction stages, and for a three year period following acceptance of the projects by WSDOT.
 3. Approval of the AGENCY's procedures by WSDOT may be rescinded at any time the AGENCY is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

Mayor

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

ATTACHMENT 1

AGENCY STAFF POSITIONS & QUALIFICATIONS

City of Des Moines staff will be responsible for the Program Administration and Property Management functions. The following positions and individuals are identified below. Position descriptions and qualifications are available.

Chief Operations Officer: Daniel J. Brewer, P.E., P.T.O.E. - Registered Professional Engineer and Certified Professional Traffic Operations Engineer, Washington State; BS Civil Engineering, University of Washington. Mr. Brewer has over 20 years of experience in the public sector managing transportation programs and projects consistent with WSDOT LAG guidelines. Experience includes Right-of-Way acquisition meeting WSDOT/FHWA certification requirements.

Public Works Director: R. Brandon Carver, P.E., P.T.O.E. – Registered Professional Engineer and Certified Professional Traffic Operations Engineer, Washington State; BS Civil Engineering, University of Washington. Mr. Carver has over 21 years of experience in the public sector managing transportation infrastructure improvements consistent with WSDOT LAG guidelines. Experience includes Right-of-Way acquisition meeting WSDOT/FHWA certification requirements

Transportation & Engineering Services Manager: Andrew Merges, P.E. - Registered Professional Engineer in the states of Washington, Arizona, and Minnesota; Executive MPA, University of Washington; B.S. Civil Engineering, Michigan Technological University; Mr. Merges has over 13 years of experience in the public and private sector managing and fulfilling Engineer of Record roles for transportation infrastructure projects consistent with the WSDOT LAG manual. Experience includes Right-of-Way acquisition plan development, acquisition management, and project certification.

Surface Water & Environmental Engineering Manager: Loren Reinhold, P.E. - Registered Professional Engineer, Washington State; BS in Civil Engineering and Geology, University of Idaho. Mr. Reinhold has 28 years of engineering experience in the public sector involving stormwater infrastructure projects, road improvements, utility infrastructure, and landslide restoration projects.

Finance Director: Dunyele Mason, CPA, University of Washington. Ms. Mason has finance and accounting experience working for local governments in Washington State over the past 20 years including the Cities of Auburn, Walla Walla, Pasco and Des Moines.

City Attorney: Timothy A. George, - J.D., California Western School of Law. Attorney licensed to practice law in Washington, California, and the United States Western District. Mr. George has been practicing law for 10 years and has extensive civil and criminal law experience including acquisition of public Right-of-Way via use of municipal powers of eminent domain.

ATTACHMENT 2

WAIVER OF APPRAISAL PROCEDURE

The City of Des Moines, Washington, hereinafter referred to as “AGENCY”, desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The AGENCY may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the Project Funding Estimate (PFE) is \$25,000.00 or less including cost-to cure items. A True Cost Estimate shall not be used with this procedure.
- B. The AGENCY must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The AGENCY must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An Administrative Offer Summary (AOS) is prepared using data from the PFE.
- B. The AOS is submitted to the Planning, Building and Public Works Director for approval.
- C. The Planning, Building and Public Works Director signs the AOS authorizing a first offer to the property owner(s).

AGENCY

WSDOT APPROVED:

By: _____

Mayor, City of Des Moines

Local Programs Right of Way Manager

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Dan Brewer

Subject: FW: Reimbursement request requirement
Attachments: Progress Bill Form.xls; FinalSummary2375.xlsx

From: Eric Mandelas
Sent: Wednesday, October 26, 2016 2:16 PM
To: Dunyele Mason <DMason@desmoineswa.gov>
Subject: FW: Reimbursement request requirement

From: WSDOT HQ LP Billings [mailto:Hqlpbillings@WSDOT.WA.GOV]
Sent: Wednesday, October 26, 2016 2:15 PM
To: Eric Mandelas <EMandelas@desmoineswa.gov>
Subject: Reimbursement request requirement

Certification Requirement for Reimbursement Requests - NEW

Federal grant requirements nationwide have now been consolidated and detailed in 2 CFR 200 'SuperCircular.' As part of the changes included in the CFR directly effects the signature authority on reimbursement requests.

2 CFR 200.415(a) – *To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, **signed by an official who is authorized to legally bind the non-Federal entity**, which reads as follows:*

- *"By **signing this report**, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, **may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.** (US Code Title 18, Section 1001 and Title 31. Sections 3729-3730 and 3801-3812)."*

To implement this requirement, will depend on the structure of your agency and may include passage of a resolution by the council or commissioners, to delegate this authority to another individual in your agency (e.g., Mayor (official) to City Administrator, Public Works Director or Finance Director). Effective **December 1, 2016**:

- First bills for each project must include the agency's documentation confirming the individual signing the reimbursement request is authorized to legally bind the agency.
- For on-going projects, the first reimbursement package submitted after 12/1/2016, is required to include the agency's documentation confirming the individual signing the reimbursement request is authorized to legally bind the agency.

This information is being included in the October 2016, Local Agency Guidelines (LAG) update. Attached is the updated billing form including the new certification statement.

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Amendment to ILA with Department of Licensing for collection of annual vehicle fees

ATTACHMENTS:

1. Amendment #2
2. ILA with DOL

FOR AGENDA OF: December 8, 2016

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: December 1, 2016

CLEARANCES:

☒ Legal JB

☒ Finance _____

☐ Marina NA

☐ Parks, Recreation & Senior Services NA

☐ Planning, Building & Public Works NA

☐ Police NA

☐ Courts NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this item is to seek City Council approval of amendment #2 to the Interlocal Agreement between the City of Des Moines and the Department of Licensing for collection of the annual vehicle licensing fee.

Suggested Motion

Motion: I move to approve Amendment #2 to the Interlocal Agreement between the City of Des Moines and the Department of Licensing for the collection of the annual vehicle licensing fee, and to authorize the City Manager to sign the Amendment substantially in the form as attached.

Background

The City has previously entered into an Interlocal Agreement (ILA) with the Department of Licensing (DOL) which allows DOL to administer and collect vehicle licensing fees on behalf of the City.

Discussion

DOL has requested that the ILA be amended to update definitions, conform to current state law, and to provide an updated scope of work based on current practices. The City will continue to collect the same amount of money and the amendments do not have a material effect on the administration or collection of the licensing fees.

Recommendation or Conclusion

Approve the amendments as written.

 WASHINGTON STATE DEPARTMENT OF LICENSING	CONTRACT AMENDMENT BETWEEN THE DEPARTMENT OF LICENSING AND DES MOINES TBD	DOL Contract No. K1253 Amendment No. -02
Amendment		
The purpose of this amendment is to: 1. Update the DOL Contract Manager; 2. Amends Section 1 Definitions; 3. Adds Assignment Clause; and 4. Update Attachment A, STATEMENT OF WORK, by replacing in its entirety with an updated version Attachment A, STATEMENT OF WORK.		
Contractor		
Contract manager Dunyele Mason	(Area code) Telephone (206) 870-6532	E-Mail DMason@desmoineswa.gov
Department of Licensing (DOL)		
Contract manager Debra Dunn, Data Sharing Contracts Manager	(Area code) Telephone (360) 902-0136	E-Mail ddunn@dol.wa.gov
Attachments(when applicable)		
This Contract consists of the following attachment(s) and all document(s) incorporated herein or by reference: None		
The execution of this Amendment shall constitute a ratification of any earlier agreement between the parties, hereto, the terms and conditions of which are contained herein. The intent of the parties is that the effective date of this Agreement shall be on the date of last signature. All other terms and conditions of the original Contract and any subsequent amendments thereto remain in full force and effect. The parties hereby acknowledge and accept the terms and conditions of this amendment which is executed by the persons signing below who warrant that they have the authority to execute it on behalf of DOL and the Contractor.		
Contractor signature _____ Date _____	DOL signature _____ Date _____	
Name Michael Matthias	Name Tamara L. Dohrman	
Title City Manager, TBD Executive Director Des Moines TBD Board	Title Assistant Director Administrative Services Division	
E-Mail mmatthias@desmoineswa.gov	E-Mail tdohrman@dol.wa.gov	
Phone (206) 870-6554	Phone 360-902-4044	

This Contract is hereby amended as follows:

- **Contract Management**

The DOL Contract Manager identified on page one (1) of the original contract is hereby updated to the Contract Manager listed on page one (1) of this amendment.

- **Section 1, DEFINITIONS**

Section 1, DEFINITIONS, is here by amended as follows:

As used throughout this Contract the following terms shall have the meanings set forth below:

- a. "Administrative and Collection Expenses" means the Direct and Indirect Cost associated with the collection of the TBD fees, including but not limited to information technology services to implement and support the collection of TBD fees; accounting for and payment of fees to the TBD; Contract administration; and management analysis as well as other incidental administrative overhead, and includes the costs associated with optional access to the Internet Vehicle Information Processing System (IVIPS). It does not include record inquiries by TBD (under an IVIPS contract).
- b. "Authorized User" means TBD officers, and employees, or any other authorized agent or official of the TBD.
- c. "Billing Cycle" means the annual vehicle registration renewal.
- d. "Direct Cost" shall include, but is not limited to, all operating, equipment and personnel costs used to furnish the information, reruns and/or additional data runs, costs materials and data integrity costs directly related to the monthly production and maintenance of these data files.
- e. "District" means all the territory within the boundaries of the TBD's jurisdiction establishing the District.
- f. "DOL File" means the data file received from ~~DOR~~ a third party used by DOL as the primary GIS data source to assess TBD fees.
- ~~g. DOR means Department of Revenue.~~
- g. "GIS" means the Department of Revenue/Geographical Information System data provided to DOL by a third party.
- h. "Indirect Cost" shall include, but is not limited to, auditing, answering complaints, correspondence, administrative overhead, building rents, related utilities, and other expenses identified as Indirect Costs by the Director of DOL.
- i. "Location Code" means the four digit number that corresponds to a TBD jurisdiction that is used by DOL when assessing the TBD fee. The four digit number is derived from the Department of Revenue's ~~DOR's~~ sales and use tax Location Code information.
- j. "Next Billing Cycle" means the Billing Cycle that occurs during the 12th month following the current Billing Cycle. For example, if a renewal is sent for a due date in the month of January 2014, the Next Billing Cycle will be January 2015.
- k. "RCW" means Revised Code of Washington.
- l. "Subcontractor" means a person or entity not in the employment of the TBD named in this Contract, but who is performing all or part of those services outlined in this Contract under a separate Contract with the TBD. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

- **Section 16, ASSIGNMENT**

Section 16, ASSIGNMENT, is hereby replaced in its entirety with the following:

Any city or county in which a Transportation Benefit District has been established pursuant to chapter 36.73 RCW with boundaries coterminous with the boundaries of the city or county may by ordinance or resolution of the city or county legislative authority assume the rights, powers, functions, and obligations of the Transportation Benefit District in accordance with Washington law. The city or county, within ten business days, notify DOL of the passage of such ordinance or resolution and provide a copy. The parties will work cooperatively in the transition of the rights, powers, functions, and obligations of the Transportation Benefit District.

- **Update Attachment A, STATEMENT OF WORK, by replacing in its entirety with an updated version Attachment A, STATEMENT OF WORK.**

**ATTACHMENT A
STATEMENT OF WORK**

6. FOR ADMINISTRATION AND COLLECTION OF THE VEHICLE FEE

The Transportation Benefit District (TBD), or the city/county if they are legally assigned responsibility, shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work as set forth below.

7. RESPONSIBILITIES OF THE TBD

The TBD shall:

- Be the primary point of contact to respond to inquiries or disputes from citizens who have questions about the fee.
- Handle all contacts and/or disputes regarding boundaries and/or questions regarding the TBD or its collection of fees.
- Agree that any omitted or incorrect addresses that result in the fee not being charged for the current Billing Cycle will not be collected by DOL during the current cycle. DOL will charge the fee during the Next Billing Cycle if GIS data is updated by the data provider, DOL has a reasonable amount of time to accomplish necessary computer changes, and the address is within the TBD boundary.
- Process and issue any refunds or shortages that may be due. It is anticipated that TBD refunds will be largely due to boundary disputes.
- Verify boundary information of the TBD against the information provided in the GIS system to ensure an address taxing Location Code is appropriately identified for fee collection. Notify DOL of any changes to initiate computer-programming updates for proper fee collection.

8. RESPONSIBILITIES OF DOL

DOL shall:

- Not impose the fee for vehicles as defined by law as "Not Subject" to the fee by statute and are listed in Attachment D, *Vehicles Not Subject to Fee*.
- Use data from the DOL File as the primary source for identification when assessing the fee for a vehicle registered within a TBD area. If the Location Code is one of the TBD areas, then DOL will apply the charge to the vehicle record. If a match cannot be found within the data from the DOL File, then the customer will not be billed the fee. DOL will not use any other data source to determine TBD fee liability.
- Administer and collect the appropriate annual vehicle fees of up to ~~\$40~~.00 per vehicle, at the time of registration renewal, pursuant to RCW 82.80.140.
- Not be responsible for the issuance of any refunds or shortages of the fee collected on behalf of TBD for boundary disputes when a customer claims they do not live in a TBD's area.
- Not be responsible or liable for any incorrect or omitted notices sent because TBD provided information to DOL in error.
- Not make corrections or issue replacement paper or electronic renewal notices. Not be obligated to recover actual or perceived revenue loss of the fee due to errors from data provided to DOL for boundary discrepancies.
- Not be responsible for inquiries and/or disputes of customers regarding the fees imposed by the TBD, except to direct the customer to the contact information provided to DOL by the TBD.
- Provide customers with information on the DOL webpage, which includes contact information for TBD.
- Provide vehicle licensing office and DOL staff with information to explain the TBD fee, which includes a list of TBD contact information.
- Not be responsible for the timeliness of the State Treasurer's monthly distribution of funds.

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DOL Agreement No.K1253
City Agreement No. _____

INTERLOCAL AGREEMENT
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF LICENSING
AND
DES MOINES TRANSPORTATION BENEFIT DISTRICT

Upon execution, this Agreement is entered into by and between Washington State, Department of Licensing (hereinafter called "DOL" or Department"), and Des Moines Transportation Benefit District, (hereinafter called Transportation Benefit District "TBD" or "Contractor").

Des Moines
Transportation Benefit District
21650 11th Avenue South
Des Moines, WA 98198

Telephone: (206) 870-6512
FAX: (206) 870-6540
E-Mail: phenderson@desmoineswa.gov

PURPOSE

Engrossed Substitute House Bill 1858, Chapter 329 Laws 2007, authorizes cities to establish transportation benefit districts (TBD) for the purpose of providing and funding transportation improvements within the TBD's jurisdiction.

The purpose of this Agreement is to provide terms and conditions under which DOL shall administer and collect fees on behalf of the TBD as provided by Agreement, according to RCW 36.73.065, RCW 46.12, RCW 82.80.140, WAC 308-10, Chapter 18 USC Sec. 2721 -2725 Driver Privacy Protection Act (DPPA), and Executive Order 97-01, and under the authorization of RCW 39.34 as currently written or hereafter amended.

THEREFORE, IT IS MUTUALLY AGREED THAT:

DEFINITIONS

As used throughout this Agreement the following terms shall have the meanings set forth below:

1. *"Administrative and Collection Expenses"* means direct and indirect costs associated with the collection of the TBD fees, including but not limited to information technology services to implement and support the collection of TBD fees; accounting for and payment of fees to the TBD; Contract administration; and management analysis as well as other incidental administrative overhead, and includes the costs associated with optional access to the IVIPS by TBD (under IVIPS Agreement).
2. *"Authorized user"* means TBD officers, and employees, or any other authorized agent or official of the TBD.
3. *"Billing cycle"* means the annual vehicle registration renewal.
4. *"Confidential Information"* means information that requires protection from unauthorized physical and electronic access. Confidential Information includes, but is not limited to, social security numbers, credit card information, driver license numbers, vehicle owner information, personal information, law enforcement records, agency security data, and banking profiles.
5. *"Data"* means information which may be confidential contained in the vehicle and/or vessel record provided to Contractor under this Agreement

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6. *"Data Requests"* means requests made for vehicle owner data provided by a Secure Data Transfer (SDT) process, and is provided under a separate agreement, not to include use of the optional Internet Vehicle Information Processing System (IVIPS).
7. *"Direct Cost"* shall include, but is not limited to, all operating, equipment and personnel costs used to furnish the information, reruns and/or additional data runs, costs materials and data integrity costs directly related to the monthly production and maintenance of these data files.
8. *"District"* means all the territory within the boundaries of the Transportation Benefit District's jurisdiction establishing the district.
9. *"DOR"* means Department of Revenue.
10. *"GIS"* means the Department of Revenue/Geological Information System.
11. *"Indirect Cost"* shall include, but is not limited to, auditing, answering complaints, correspondence, administrative overhead, building rents, related utilities, and other expenses identified as indirect costs by the Director of DOL.
12. *"IVIPS"* means Internet Vehicle Information Processing System.
13. *"Next billing cycle"* means the billing cycle that occurs during the 12th month following the current billing cycle. For example, if a renewal is sent for a due date in the month of January 2009, the next billing cycle will be January 2010.
14. *"Personal Information"* means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.
15. *"Subcontractor"* means a person or entity not in the employ of the TBD named in this Agreement, but who is performing all or part of those services outlined in this Contract under a separate Agreement with the TBD. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

STATEMENT OF WORK

The parties to this Agreement shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the exchange of data as set forth in the *Statement of Work*, Attachment A, *Vehicles Subject to ESHB 1858*, Attachment B and *Vehicles Not Subject to ESHB 1858*, Attachment C that are attached and incorporated by reference.

PERIOD OF PERFORMANCE

Subject to its other provisions, this Agreement shall begin upon the **date of execution** by the parties and shall **extend through the life of the TBD** as defined in the ordinance establishing the TBD; however, this Agreement is subject to review by the parties every two years, as the parties' may mutually agree or as is otherwise required herein.

FEE COLLECTION

Fee collection may not be sooner than six (6) months from the signed and dated Ordinance creating the TBD fee. However, prior to any fee collection the following must occur:

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City Agreement No. _____

TBD shall:

1. Provide DOL with a completed Vehicle/Vessel Disclosure Agreement Application.
2. Enter into the standard IVIPS agreement in accordance with RCW 46.12.380.
3. Provide DOL with a legible copy of the TBD's signed and dated Ordinance documents and any related documents authorizing a specific fee amount.
4. Provide DOL with the DOR jurisdiction location code that will be used when determining which vehicles are subject to the fee.
5. Provide the TBD designated telephone number that will be printed in the fee notice text on renewal notices for any TBD fee inquiries.

Once Ordinance and contact information are received DOL Shall:

1. Make the necessary changes to add the fee and contact information to renewal notices. The changes may take approximately four (4) to six (6) months before the first fee notification will be printed on renewal notices.
2. Notify the TBD of the date the first renewal notice will contain TBD fees to be collected.

Collection start dates will vary depending on the necessary time required for DOL to establish the TBD fee collection setup. This is, in part, due to DOL's pre-existing billing cycles that require up to four (4) months to allow for changes to the special message in renewal notices and time to mail the notices before the vehicle's expiration date. The TBD fee collection notification may commence on the next scheduled billing cycle, after the collection setup is established and printing vendor notification has been made. The TBD fee will only be charged for vehicles that have an expiration date of the vehicle registration that is due on or after the first month DOL initiates the initial collection of the fee.

EXAMPLE OF BILLING CYCLE:

- If setup is established at least by April 1st, the first renewal notices will be mailed in June for vehicles with August expiration dates.
- If setup is established at least by April 15th, the first renewal notices will be mailed in July for vehicles with September expiration dates.

EXAMPLE OF WHEN DOL CHARGES THE FEE:

- If DOL starts to collect the fee effective with registrations that are due or become due on or after 9/1/2009, DOL will only charge customers if their vehicle registration expires on or after 9/1/2009 (renewing for 9/1/2010).
- DOL will NOT charge the fee if the customer renews late and the vehicle registration expired before the first month DOL started to collect the fee.
- DOL will charge the fee if the customer establishes a new expiration date for the vehicle registration that is after the month of the first fee collection.
-

PAYMENT/REIMBURSEMENT

- DOL shall deduct a percentage amount, as provided in RCW 82.80.140, of one percent (1%) of the \$20.00 fee collected for administration and collection expenses incurred.

DOL Agreement No.K1253
City Agreement No. _____

- DOL shall set up the Vehicle Field System (VFS) to automatically deduct one percent 1% at the time of each transaction.
- The one percent (1%) fee also includes the TBD's optional access to the IVIPS, once an IVIPS agreement is executed.
- DOL shall certify the release of the proceeds to the state treasurer, and the state treasurer shall distribute the proceeds to the TBD on a monthly basis.
- The one percent (1%) fee is a maximum permitted by statute and is based in part upon the costs associated with implementing the administration and collection expenses for the collections for the TBD as one of the first such entities with the state to implement a license tab fee.

RECORDS AND DOCUMENTS

The parties to this Agreement shall each maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by authorized personnel of either party, the Office of the State Auditor, and other government officials so authorized by law for the period such records are required to be retained according to the Washington State Retention Schedule.

Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties, except as required by law.

ASSURANCES

DOL and the Contractor agree all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules, and regulations.

CONFIDENTIALITY

Each party agrees to maintain the security of and protect all confidential information, data, and records provided directly or indirectly to the TBD by DOL to ensure that such information is safeguarded, used, and disclosed by the TBD in compliance with laws governing such information, data and records. The TBD shall provide right of access to the Department or any of its officers or agents upon reasonable notice, to inspect the system by which the TBD maintains such information.

Should DOL have reason to believe that the TBD is not properly safeguarding, using, or disclosing DOL records, DOL shall take the following approach:

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- Provide notice to the TBD that details each issue DOL has determined to be problematic along with a method DOL considers to be appropriate to remedy the issue;
- Provide the TBD at least thirty (30) days to cure such issue, provided, however, that if cure requires the discipline of any employee or subcontractor, the period of cure shall be extended to include any appeal or other process required by law or collective bargaining agreement.
- If the TBD fails to cure to DOL's satisfaction, DOL has the option to terminate dissemination of DOL records and information to the TBD until the TBD provides sufficient security for DOL records. DOL must provide twenty (20) days notice to the TBD that it will terminate dissemination of DOL records;
- If DOL terminates dissemination of records to the TBD, the TBD may seek review by the Dispute Board. Judicial review may be sought in lieu of seeking review of the Dispute Board;
- If the Dispute Board fails to remedy the issue to the TBD and/or DOL's satisfaction, either party may seek judicial review.

PUBLIC RECORDS REQUESTS

For any public records request received by the TBD for confidential information, the TBD will coordinate with DOL in an effort to mutually agree upon the information to be disseminated. If the TBD and DOL disagree, the TBD will provide DOL at least ten (10) days in order to allow DOL to seek judicial review as provided under the Public Records Act.

Indemnity

- Except as specifically provided in this section, the parties have not agreed to indemnify or hold harmless each other:
- Each party agrees to hold harmless and indemnify the other from any claim, loss or liability arising from or out of the employment or contractual relationship of each parties' employees and subcontractors;
- DOL agrees to bear all costs associated with the resolution of fee payer disputes regarding statutory exemption from license fees and agrees to hold harmless and indemnify the TBD from such costs.
- TBD agrees to bear all costs associated with the resolution of fee payer disputes relating to the formation of the TBD, the levying of any charge or fee on matters relating to the residence of the fee payer or other disputes relating to the location of the vehicle or fee payer, and agrees to hold harmless and indemnify the DOL from such costs.
- The term "cost" as used herein refers to any and all administrative costs, court costs and reasonable attorneys' fees associated with resolution of any claim, loss or liability.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual consent of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

MEMORANDUM OF UNDERSTANDING (MOU)

Any communications that either Contract Manager determines to address more than day-to-day concerns, but do not modify the terms of this Agreement, shall be documented by a written, numbered and dated *MOU*.

TERMINATION BY LEGISLATIVE ACTION

This Agreement is terminated upon formal action of the State Legislature by enacting statutory prohibition. If this Agreement is terminated, DOL is entitled to payments required under the terms of this Agreement for services rendered prior to termination.

REMEDIES; DISPUTE RESOLUTION

The relationship of the parties is in part defined by statute. In recognition of the parties' relationship and the lack of alternatives for the collection of fee, the parties have established these provisions regarding their respective rights and remedies.

Dispute Resolution

The parties shall attempt to resolve any dispute between the parties regarding the interpretation or performance under this agreement at a staff level. If a party believes the other to be in breach of the agreement, it shall provide written notice of breach to the party via postage paid in the U.S. mail addressed as provided in *Contract Management*, Section. The alleged party in breach shall have ten (10) business days to either cure the breach or refer any dispute to arbitration by the Dispute Board.

The Dispute Board shall attempt to resolve the dispute in the following manner prior to seeking judicial review. Due to the critical nature of the parties statutory obligations, disputes regarding public records shall not be subject to this procedure, except as provided in *Public Records Request* and *Confidentiality* Sections. Additional procedures are provided for alleged breach of confidentiality.

- Each party to this Agreement shall appoint one member to the Dispute Board.
- The members so appointed shall jointly appoint an additional member to the Dispute Board.
- The Dispute Board shall review the facts, Agreement terms, applicable statutes and rules and make a determination.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any other applicable law. The provisions of this Agreement shall be construed to conform to those laws.

Any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. Statement of Work; and all Attachments
3. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part.

WAIVER

Unless the Agreement is amended in writing by an authorized representative of DOL and the TBD, waiver of a default under this Agreement, or failure by DOL or the TBD to exercise its rights shall not:

- be considered a modification or amendment to the Agreement; or
- constitute a waiver of any subsequent default.

LIMITATION OF STATE LIABILITY

The parties agree that in no event shall the state of Washington, the Department, the Director of the Department or any Department employees, be liable to Contractor for any damages, costs, lost production, or any other loss of any kind for failure of the Department's equipment, hardware or software to perform for any reason, or for the loss of consequential damage which is the result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire, failure of communications or computer equipment, facilities, or software, power failures, nuclear accidents or other disasters.

The state of Washington, the Department, the Director of the Department or any Department employee shall not be liable for any claim of any nature against Contractor by any party arising from any failure in the service furnished by the Department under this Agreement, for any errors, mistakes or acts on the part of the Department or its agents which result in the failure of the Department's equipment or software which fails to perform for any reason or for any other loss or consequential damage which is a result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire, failure of communications or computer equipment, facilities, or software, power failures, nuclear accidents or other disasters.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

INTERLOCAL AGREEMENT

This is an interlocal agreement entered into pursuant to the authorization of Chapter 39.34 RCW. Accordingly, the following provisions are set forth in accordance with the provisions of RCW 39.34.030.

- This Agreement shall be perpetual unless terminated as herein provided.
- No separate legal or administrative entity is created by this Agreement.
- The cooperative undertakings of the parties shall be financed as provided herein. Each party shall separately establish and maintain a budget for its own functions.
- No joint property shall be acquired, held or disposed of. Any real or personal property used in the joint or cooperative undertaking shall be considered to be and remain the property of the party who purchased such real or personal property.
- This Agreement shall be effective when posted on the website of either the DOL or the jurisdiction in which the TBD has been created in accordance with RCW 39.34.040.

DOL Agreement No.K1253
City Agreement No. _____

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

Contract Manager for TBD is:	The DOL Contract Manager is:
Paula Henderson 21650 11 th Avenue South Des Moines, WA 98198 Phone: (206) 870-6512 FAX: (206) 870-6540 E-Mail: phenderson@desmoineswa.gov	Jennifer Dana Department of Licensing PO Box 2957 Olympia, WA 98507-2076 Phone: (360) 902-3673 FAX: (360) 570-7861 E-Mail: jedana@dol.wa.gov

ALL WRITINGS CONTAINED HEREIN

This Agreement consists of twelve (12) pages including the following attachments:

- A = Statement of Work
- B = Vehicles Subject to the Vehicle Fee under RCW 82.80.140
- C = Vehicle Not Subject to the Vehicle Fee under RCW 82.80.140

This Agreement sets forth in full all the terms and conditions agreed upon by the parties. Any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to be null and void and of no force and effect whatsoever, with the following exceptions.

1. Exception #1- If TBD enters into an IVIPS agreement that is also required to obtain vehicle information. The IVIPS agreement does not null and void this Agreement with TBD, nor does this Agreement null and void the IVPS Agreement entered into by the TBD.
2. Exception #2 - If TBD enters into a separate data sharing agreement to obtain vehicle information. The separate data sharing agreement does not null and void this Agreement or the IVIPS Agreement, nor does this Agreement null and void any separate data sharing agreement entered into by the TBD.

IN WITNESS WHEREOF, the parties have executed this Agreement, affirm they have the authority to bind their respective parties to the terms and conditions of this Agreement.

Des Moines
 Transportation Benefit District

(Signature)

(Date)

Anthony A. Piasecki / Exec. Dir.
 (Print Name & Title)

91-6016496
 (Federal Tax Identification Number or UBI)

APPROVED AS TO FORM:

P. Bozman
 Attorney for TBD (Signature)

(Date)

State of Washington
 Department of Licensing

Julie Knittle, Assistant Director

(Date)

APPROVED AS TO FORM ONLY

Signature on file
 Diane McDaniel.AAG

May 25, 2009
 (Date)

**ATTACHMENT A
STATEMENT OF WORK**

The Transportation Benefit District (TBD) shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work as set forth below:

FOR ADMINISTRATION AND COLLECTION OF THE VEHICLE FEE**RESPONSIBILITIES OF THE TBD**

The TBD shall:

1. Provide DOL with a completed Vehicle/Vessel Disclosure Agreement Application.
2. Enter into the standard IVIPS agreement in order to be provided with access to the optional IVIPS.
3. Provide DOL with a legible copy of the official signed and dated Ordinance that establishes the Transportation Benefit District (TBD) fee.
4. Submit to DOL the TBD phone number to be printed in the fee notice text section on the vehicle license renewal notice.
5. Be the primary point of contact to respond to inquiries or disputes from citizens who have questions about the fee.
6. Handle all contacts and/or disputes regarding boundaries and/or questions regarding the TBD or its collection of fees.
7. Agree that any omitted or incorrect addresses that result in the fee not being charged for the current billing cycle will not be collected by DOL during the current cycle, and that DOL will charge the fee during the next billing cycle if Department of Revenue's (DOR) data is updated, DOL has a reasonable amount of time to accomplish necessary computer changes, and the address is within the TBD boundary.
8. Process and issue any refunds or shortages that may be due. It is anticipated that TBD refunds will be largely due to boundary disputes.
9. Verify boundary and sub boundary information of the TBD in the DOR GIS system to ensure an address taxing location code is appropriately identified for fee collection. Notify DOR of any changes to initiate computer-programming updates for proper fee collection, as zip codes are added or changed within the boundary or sub area boundary assignment of the TBD.

RESPONSIBILITIES OF DOL

DOL shall:

1. Insert the imposed vehicle fee on the renewal notices for vehicles subject to the fee that are listed in *Vehicles Subject to the Vehicle Fee under RCW 82.80.140 Table*, Attachment B, and are within the TBD boundary.
2. Not impose the fee for vehicles as defined by law as "Not Subject" to the fee by statute and are listed in *Vehicles Not Subject to the Vehicle Fee under RCW 82.80.140 Table*, Attachment C.
3. Provide standard language on renewal notices to direct customers who have questions regarding the TBD fees to the designated TBD contact telephone number for questions regarding the fee.

4. Use the DOR GIS database as the basis for identification for applying the fee based on the jurisdiction a vehicle is registered in accordance with the DOR jurisdiction location code. If the jurisdiction location code is one of the TBD areas, then DOL will apply the charge to the vehicle and notify the owner of the fee via renewal notices. If a match cannot be found within the GIS database, then that customer will not be billed any TBD fee charges. DOL will not use any other data source to determine TBD fee liability.
5. Administer and collect the appropriate annual vehicle fees of up to \$20.00 per vehicle, at the time of registration renewal, pursuant to RCW 82.80.140.
6. Retain one percent (1%) of all fees collected in payment for the incurred expenses for the administration and collection of TBD fees and for fees associated with the optional IVIPS agreement deposit and individual inquiries (i.e. each look-up).
7. Not be responsible for the issuance of any refunds or shortages of the fee collected on behalf of TBD for boundary disputes when a customer claims they do not live in a TBD's jurisdiction.
8. Not be responsible or liable for any incorrect or omitted notices sent because TBD provided information to DOR in error.
9. Not make corrections or issue replacement renewal notices. (The annual vehicle TBD fee will be inserted and sent on the renewal notice for the next billing cycle of that vehicle).
10. Not be obligated to recover actual or perceived revenue loss of the fee due to DOR GIS boundary discrepancies.
11. Not be responsible for inquiries and/or disputes of customers regarding the fees imposed by the TBD, except to direct the customer to the contact information provided to DOL by the TBD.
12. Provide customers with information on the DOL webpage, which includes contact information for TBD.
13. Provide vehicle licensing Agents, Subagents and DOL staff with information to explain the TBD fee, which includes a list of TBD contact information.
14. DOL shall certify the release of the proceeds to the state treasurer, and the state treasurer shall distribute the proceeds to the TBD on a monthly basis.
15. DOL shall not be responsible for the timeliness of the state treasurer's monthly distribution of funds.
16. Not be responsible to provide TBD with data requests, except through the optional IVIPS, unless the TBD enters into a separate data sharing agreement pursuant to RCW 46.12. Costs associated with data requests are not included in the one percent (1%) retained for administration and collection expenses pursuant to RCW 82.81.140.
17. If requested provide the TBD with access to IVIPS provided TBD enters in to the standard IVIPS agreement, in order for the TBD to access information sufficient to process refunds and assist in responding to TBD customer inquiries.

ATTACHMENT B
VEHICLES SUBJECT TO THE VEHICLE FEE UNDER RCW 82.80.140

The annual vehicle fee is due for each vehicle subject to license tab fees under RCW 46.16.0621 and for each vehicle subject to gross weight fees under RCW 46.16.070 with an unladen (scale) weight of 6,000 pounds or less.

Vehicles registered with Disabled American Veteran Exemption would be exempt from the tax. The annual vehicle licensing fee applies only when renewing a vehicle registration, and is effective upon the registration renewal date as provided by the Department of Licensing.

The following vehicles are subject to the vehicle licensing fee:

Use Class	Description	What makes it Subject...
CAB	Taxicab	46.16.0621
CMB (powered)	Combination	46.16.070, if scale weight is 6000 pounds or less
COM (powered)	Commercial vehicle	46.16.070, if scale weight is 6000 pounds or less
CYC	Motorcycle	46.16.0621
FIX	Fixed Load vehicle	46.16.070, if scale weight is 6000 pounds or less
F/H, 6 seats or less	For Hire	46.16.0621
F/H, 7 seats or more	For Hire	46.16.070, if scale weight is 6000 pounds or less
H/D	House Moving Dolly	46.16.0621
LOG(powered)	Used Exclusively for hauling logs	46.16.070, if scale weight is 6000 pounds or less
MH	Motor home	46.16.0621
MOB	Mobile Home	46.16.0621(if actually licensed)
PAS	Passenger vehicle	46.16.0621
STA, 6 seats or less	Stage	46.16.0621
STA, 7 seats or more	Stage	46.16.070, if scale weight is 6000 pounds or less
TLR	Private –use trailer (if over 2000 pounds scale weight)	46.16.0621
TOW	Tow truck	46.16.0621
TRK	Truck	46.16.070, if scale weight is 6000 pounds or less
TVL	Travel trailer	46.16.0621

ATTACHMENT C
VEHICLES NOT SUBJECT TO THE VEHICLE FEE UNDER RCW 82.80.140

The following vehicles are specifically exempted from the vehicle licensing fee:

- a) Farm tractors or farm vehicles as defined in RCW 46.04.180 and 46.04.181;
- b) Off-road and non highway vehicles as defined in RCW 46.09.020;
- c) Vehicles registered under chapter 46.87 RCW and the international registration plan; and
- d) Snowmobiles as defined in RCW 46.10.010.

The following vehicles are not subject to the vehicle fee:

Use Class	Description	What makes it Subject...
C/G	Converter Gear	Not Licensed
CMB non powered	Trailers	Not subject to license fees
CMP	Campers	Exempt under RCW 46.16.505
COM non powered	Commercial	Licensed under 46.16.085
EX	State, County, City, Indian	Not subject to license fees
FAR	Farm	Exempt per language in bill/law
FCB	Farm Combination	Exempt per language in bill/law
FED	Federally Owned	Not subject to \$30 license fee
FEX	Farm Exempt	Not subject to license fees
H/C (i.e., Antique vehicle)	Horseless Carriage(see specific use class for vehicle type)	Not subject to license fees
LOG (non powered)	Used exclusively for hauling logs	Licensed under 46.16.085
ORV	Off Road Vehicles	Exempt per language in bill/law
PED	Moped	Licensed under 46.16.630
RES	Restored and Collector Vehicles	Not subject to license fees
SCH	Private School	Not subject to license fees
SNO	Snowmobiles	Exempt per language in bill/law
SNX	State, County, City owned snowmobiles	Not subject to license fees
TLR	Personal use trailers, single axle (less than 2,00 pounds scale weight)	Exempt. Licensed under RCW 46.16.086

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Contract with Parking Boxx, Inc. for providing the equipment, installation, supplies and training for the Parking Lot Access and Revenue Control System for the Marina and Beach Park

FOR AGENDA OF: December 8, 2016

DEPT. OF ORIGIN: Marina & Parks, Recreation and Senior Services

ATTACHMENTS:

DATE SUBMITTED: November 29, 2016

1. Contract Documents
2. CIP Project Sheet

CLEARANCES:

- ☒ Legal 10
☒ Finance BM
☒ Marina 10
☐ Parks, Recreation & Senior Services N/A
☐ Planning, Building & Public Works N/A
☐ Police N/A
☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to seek the Council's approval of a contract with Parking Boxx, Inc. for providing the equipment, installation, software and supplies for the parking lot access and revenue control system for the Marina and Beach Park.

Suggested Motion: "I move that the Council approve the contract with Parking Boxx, Inc. for providing the equipment, installation, software and supplies for the Parking Lot Access and Revenue Control System for the Marina and Beach Park for the sum of \$260,647.00, plus Washington State Sales Tax of \$24,761.47 and to authorize the City Manager to sign the agreement, substantially in the form as attached."

Background

At the Council's budget retreat last November, the concept of pay parking on the Marina floor and in the Beach Park was put forward by staff as a way to increase security in the parking lots and to create a revenue stream that could help finance future capital improvement projects. At that time the Council directed the staff to develop a plan for implementing pay parking and to bring it back to the Municipal facilities Committee at the earliest possible date.

The staff began by researching the various access and revenue control systems available in the industry and by retaining a consultant to evaluate the demand for parking in the Marina and Beach Park and to look at other pay parking operations in similar facilities in the Puget Sound region.

The results of the study and the staff's research was shared with the Municipal Facilities Committee at their meetings last January and February.

In April, the staff came to the full Council with a range of options for the equipment and operation of the parking lots. The presentation included a financial and operational analysis of each of the options along with a preferred option recommended by the staff. At that meeting the Council adopted the staff's recommendation and directed them to proceed with its implementation.

After the Council's direction to proceed with the approved option staff began developing a detailed plan set and a request for proposals that would be sent out to suppliers of the equipment needed to control access to the parking lots and manage the revenues generated from parking fees. On September 12, 2016, staff published a request for proposals for providing parking lot access and revenue control equipment with the responses due back by October 13, 2016. The City received two responsive proposals and selected Parking Boxx, Inc. of Toronto, Ontario and Miami Florida as the preferred provider of the equipment.

The staff visited two sites where Parking Boxx has installed their latest equipment to see how it worked and to talk with the end users about their new systems. Since then staff has worked with Parking Boxx to develop the final equipment list, purchase price and contract document for the Council's Review and approval.

Discussion

The City received responses to the Request for Proposals from Parking Boxx, Inc. and DGM Controls, from Seattle WA. The proposals were scored based on the following criteria.

AWARD CRITERIA / EVALUATION PROCESS MATRIX	Maximum Value
Proposal Evaluation	
Equipment to be Provided	50
Delivery and Installation Services to be Provided	5
Training and Equipment Documentation to be Provided Warranty Services to be Provided Post-Warranty Services to be Provided Company Profile and Experience References	15
Pricing	30
TOTAL	100

Both respondents are large nation-wide companies with many installations in place so both scored highly on the equipment to be provided, delivery, installation and the training, warranty and experience criteria. The main difference in the proposals was the price. The initial quote from Parking Boxx, Inc. was for about \$275,000 dollars and DGM's initial quote was about \$497,000 dollars.

After visiting sites where Parking Boxx has equipment installed and operating, and talking to the owners/operators, staff and Parking Boxx developed a final equipment list, a list of spare parts a list of initial supplies and installation costs. The breakdown is as follows:

Equipment	\$241,680.00
Installation	\$ 6675.00
Freight	\$ 2175.00
Training	\$ 1425.00
Supplies	\$ 2275.00
Spare Parts	<u>\$ 6417.00</u>
Total	\$260,647.00

Because Parking Boxx, Inc. does not have an outlet in Washington, they are not set up to collect the State Sales Tax, which for this total project would be \$24,761.47, making the total cost of the project \$285,408.47.

Financial Impact

The total amount budgeted for this project is \$400,000. The remaining elements to be done include the concrete work necessary to provide a place for the equipment to be mounted and some asphalt patching and the trenching and conduit runs necessary to bring power and communications to the new gate locations. At this point the staff expects to complete the remaining tasks for the \$115,000 remaining in the budget.

Recommendation

The staff recommends that the Council approve the contract with Parking Boxx, Inc. for providing the equipment, installation, supplies, training and spare parts needed for the Marina and Beach Park Parking Lot Access and Revenue Control System.

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GOODS & SERVICES CONTRACT between the City of Des Moines and Parking Boxx, Inc.

Project: Marina and Beach Park Parking Lot Access and Revenue Control System

THIS CONTRACT is made by and between the **City of Des Moines**, a Washington municipal corporation (hereinafter the "City"), and **Parking Boxx, Inc.**, organized under the laws of the State of Florida, located and doing business at 382 NE 191st St., Miami, FL 33179, 800-518-1230, Renee Smith, President & CTO (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:

The parking lot access and revenue control equipment, installation services, training, supplies and spare parts specified and listed in the Vendors quote, attached as "Exhibit No. 1", and the Vendors response to "The City of Des Moines Marina & Beach Park Request for Proposals, RFP Reference No. 2016-01, Parking Lot Access and Revenue Control System", attached to this document as "Exhibit No. 2"; and by reference, both Exhibits are part of this contract.

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 provide all equipment and material within 8 weeks for delivery of the equipment and by a mutually agreed upon date for the installation and training.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed \$260,647.00 (Two Hundred Sixty Thousand Six Hundred Forty-Seven Dollars and No/100) for the goods, materials, and services contemplated in this Contract. In addition, the Washington State Sales tax in the amount of \$24,761.47 will be paid by the City directly to the State of Washington. The City shall pay the Vendor the following amounts according to the following schedule:

- **1st Payment:** 10% of the total contract price when signed contracts are returned.
- **2nd Payment** 15% of the total contract price when the art/logo is approved and equipment goes into production.
- **3rd Payment** 50% of the total contract price when the equipment is delivered.
- **4th Payment** Last 25% of the contract price when the equipment is installed, training completed, and the system is accepted by the City.

The Vendor will invoice the City promptly at the end of each stage of the Contract and the City will pay the invoice within three business days.

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 Vendor 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

XIII. INSURANCE. The Vendor 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 products and materials supplied to the City. Vendor shall obtain insurance of the type described below:

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

Vendor shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

B. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

C. Other Insurance Provisions. The Vendor's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

D. Acceptability of Insurers

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

E. Verification of Coverage

Vendor 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 Vendor before goods, materials or supplies will be accepted by the City.

F. 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.

G. 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 City may, after giving five business days notice to the Vendor 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 City on demand, or at the sole discretion of the City, offset against funds due the Vendor from the City.

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.

PARKING BOXX, INC.: By: _____ Signature _____ Print Name: _____ Its _____ DATE: _____	CITY OF DES MOINES: By: _____ Signature _____ Print Name: <u>Michael Matthias</u> Its <u>City Manager</u> DATE: _____ Approved as to form: _____ City Attorney DATE: _____
NOTICES TO BE SENT TO: VENDOR: Renee Smith Parking Boxx, Inc. 382 NE 191st Street #93984 Miami, Fl 33179 800-518-1230 (telephone) 800-518-1230 (facsimile) Email: info@parkingboxx.com	NOTICES TO BE SENT TO: CITY OF DES MOINES: Joe Dusenbury, Harbormaster City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206-824-5700 (telephone) 206-878-5940 (facsimile) Email: jdusenbury@desmoineswa.gov

CONTRACT DOCUMENTS

BETWEEN

THE CITY OF DES MOINES, WA

21630 11TH AVENUE SOUTH

DES MOINES, WA 98198

AND

PARKING BOXX, INC

382 NE 191ST ST.

MIAMI, FL 33179

FOR PROVIDING

**PARKING LOT ACCESS AND REVENUE CONTROL,
EQUIPMENT, INSTALLATION, SOFTWARE, SUPPLIES
& TRAINING FOR THE CITY OF DES MOINES
MARINA AND BEACH PARK**



DATE: 28/11/2016 SALES ORDER#: 3425
ACCT #:

BILL TO:

City of Des Moines
21630 11th Ave. S., Suite D
Des Moines, WA 98198

EXHIBIT NO. 1

QUOTE – SIX PAGES
DATED 11/28/2016

P.O. #	PROJECT	TERMS	SALES REP	SHIP VIA	FOB
ITEM	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	TOTAL:

MAIN SYSTEM EQUIPMENT

EEB-100	ENTRY BOXX WHITE Stainless Steel Cabinet, Custom Faceplate, Barcode Ticket Printer, High-Contrast Customer Interface Display, Proximity Card Reader (INDALA) & Controller, VoIP Intercom & Remote Gate Open, Heater, Opticom, UPS	5		14,900.00	74,500.00T
EEB-300	EXIT BOXX WHITE Stainless Steel Cabinet, Custom Faceplate, Barcode Ticket/Coupon Scanner, EMV Chip Credit Card Reader & PINpad, Receipt Printer, 12" Display, Proximity Card Reader (INDALA) & Controller, VoIP Intercom & Remote Gate Open, Heater, UPS	6		17,900.00	107,400.00T

SUBTOTAL:**TAX: (0.0%)****TOTAL:**

ORDERS SENT FOB MILTON, ON, COLLECT OR ON ACCOUNT, VIA COURIER SPECIFIED ABOVE

- For tickets and validation stickers/coupons specify any text or graphics, otherwise standard will be sent
- Product shipped as ordered. Please ensure correct part numbers, products and compatibility. Quote is subject to terms at parkingboxx.com/terms
- All Permits (including Building and Electrical) must be obtained by customer.
- All civil work (concrete, electrical, phone lines, etc.) to be performed by customer.
- Applicable taxes and shipping charges will be added at time of invoicing.
- Prices quoted are in effect for 30 days unless otherwise stated.

TO PLACE ORDER, SIGN
AND FAX TO 800-518-1230.

Print Name: _____

Signature: _____

Parking BOXX Inc.

382 NE 191st St. #93984
Miami, FL 33179

phone/fax: 800-518-1230
web: www.ParkingBOXX.com



DATE: 28/11/2016 SALES ORDER#: 3425

ACCT #:

BILL TO:

City of Des Moines
21630 11th Ave. S., Suite D
Des Moines, WA 98198

SHIP TO:

P.O. #	PROJECT	TERMS	SALES REP	SHIP VIA	FOB
		Custom			SITE
ITEM	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	TOTAL:
PAY-105	MINI PAY BOXX WHITE Stainless Steel Cabinet, Custom Faceplate, Barcode Ticket/Coupon Scanner, Coin & Bill Acceptors (no change given), EMV Chip Credit Card Reader & PINpad, Receipt Printer, High-Contrast Customer Interface Display, VoIP Intercom, Heater, UPS	3		19,900.00	59,700.00T
DTP-300	VALIDATION BOXX Tablet-Design, Touch Screen & Scanner	2		2,900.00	5,800.00T
BGS-100	BARRIER GATE STAINLESS WHITE Built-In Receiver & 2 Remote Transmitters, Heater	11		2,995.00	32,945.00T
ARM-012	BARRIER GATE ARM 12' w/Red Reflective Tape	11		225.00	2,475.00T
VLD-110	VEHICLE LOOP DETECTOR 110/120V	16		195.00	3,120.00T
SCL-256	SAW CUT & SEAL LOOP	16		400.00	6,400.00T
EASE-S02	EASE PARKING SERVER RACK MOUNT EASE Management Software & Rack Mount Server w/RAID, ACI-100 RS-485	1		29,900.00	29,900.00T

SUBTOTAL:

TAX: (0.0%)

TOTAL:

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Print Name: _____

Signature: _____

Parking BOXX Inc.

382 NE 191st St. #93984
Miami, FL 33179

phone/fax: 800-518-1230
web: www.ParkingBOXX.com



DATE: 28/11/2016 SALES ORDER#: 3425

ACCT #:

BILL TO:

City of Des Moines
21630 11th Ave. S., Suite D
Des Moines, WA 98198

SHIP TO:

P.O. #	PROJECT	TERMS	SALES REP	SHIP VIA	FOB
		Custom			SITE
ITEM	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	TOTAL:
SSS-501	INSTALLATION Mount & Bolt, Hook Up & Commission BOXX Factory Technician will remain at site for the first 3 days of system operation.	1		8,900.00	8,900.00T
FREIGHT	FREIGHT & HANDLING	1		2,900.00	2,900.00T
SSS-601	TRAINING & DOCUMENTATION	1		1,900.00	1,900.00T
INV-001	STANDARD WARRANTY	1		0.00	0.00T
	SUBTOTAL BEFORE DISCOUNT				335,940.00
DSC-25%	CITY OF DES MOINES SPECIAL 25% SYSTEM DISCOUNT			-25.00%	-83,985.00
	CONSUMABLES				
PAP-500	THERMAL TICKET ROLL 1100FT	25		48.00	1,200.00T
PAP-700	BLANK COUPONS (6000)	1		325.00	325.00T
PAP-701	PRE-PRINTED & PROGRAMMED COUPONS (6000)	1		750.00	750.00T
	SPARE PARTS				

SUBTOTAL:

TAX: (0.0%)

TOTAL:

ORDERS SENT FOB MILTON, ON, COLLECT OR ON ACCOUNT, VIA COURIER SPECIFIED ABOVE

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- Prices quoted are in effect for 30 days unless otherwise stated.

TO PLACE ORDER, SIGN
AND FAX TO 800-518-1230.

Print Name: _____

Signature: _____

Parking BOXX Inc.

382 NE 191st St. #93984
Miami, FL 33179

phone/fax: 800-518-1230
web: www.ParkingBOXX.com



DATE: 28/11/2016 SALES ORDER#: 3425

ACCT #:

BILL TO:

City of Des Moines
21630 11th Ave. S., Suite D
Des Moines, WA 98198

SHIP TO:

P.O. #	PROJECT	TERMS	SALES REP	SHIP VIA	FOB
		Custom			SITE
ITEM	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	TOTAL:
ARM-012	BARRIER GATE ARM 12' w/Red Reflective Tape	2		225.00	450.00T
VLD-110	VEHICLE LOOP DETECTOR 110/120V	2		195.00	390.00T
ACB-100	ACCESS CONTROL BOARD - SINGLE READER	1		1,495.00	1,495.00T
ACB-004	ACCESS CONTROL BOARD COMMUNICATION CHIP PACKAGE	4		50.00	200.00T
CON-707	COIN VAULT	3		300.00	900.00T
BIL-503	BILL VAULT 400 NOTE	3		375.00	1,125.00T
PRN-500	THERMAL PRINTER AUTO CUT	1		2,495.00	2,495.00T
BGP-819	BGP GATE CONTROLLER	1		495.00	495.00T
DSC-\$\$\$	SPARE PARTS SPECIAL 15% DISCOUNT			-1,133.00	-1,133.00

City of Des Moines is responsible to provide all civil work (concrete, 120V electrical with 20 Amps per lane, network/Ethernet, data communication) and associated permits, as required. BOXX will provide laneway drawings upon receipt of deposit.

Purchase includes Software Licensing for the lifetime of the system.

SUBTOTAL:

TAX: (0.0%)

TOTAL:

ORDERS SENT FOB MILTON, ON, COLLECT OR ON ACCOUNT, VIA COURIER SPECIFIED ABOVE

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- Applicable taxes and shipping charges will be added at time of invoicing.
- Prices quoted are in effect for 30 days unless otherwise stated.

TO PLACE ORDER, SIGN
AND FAX TO 800-518-1230.

Print Name: _____

Signature: _____

Parking BOXX Inc.

382 NE 191st St. #93984
Miami, FL 33179

phone/fax: 800-518-1230
web: www.ParkingBOXX.com



DATE: 28/11/2016 SALES ORDER#: 3425

ACCT #:

BILL TO:

City of Des Moines
21630 11th Ave. S., Suite D
Des Moines, WA 98198

SHIP TO:

P.O. #	PROJECT	TERMS	SALES REP	SHIP VIA	FOB
		Custom			SITE
ITEM	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	TOTAL:

All equipment quoted must operate on the same LAN as the Parking Server

Validation BOXX terminals not on the same LAN as the Parking Server will incur a fee of \$129 prepaid annually.

The VoIP Intercoms quoted will dial any phone number, and incur a SIP Server Fee of \$299 (total for all Intercoms) prepaid annually.

City of Des Moines to open an account with Moneris Solutions for all EMV credit/debit card transactions processing.

Delivery & Schedule: 8-10 weeks from the later of artwork approval or merchant account creation, subject to site readiness.

SUBTOTAL:**TAX: (0.0%)****TOTAL:**

ORDERS SENT FOB MILTON, ON, COLLECT OR ON ACCOUNT, VIA COURIER SPECIFIED ABOVE

- For tickets and validation stickers/coupons specify any text or graphics, otherwise standard will be sent
- Product shipped as ordered. Please ensure correct part numbers, products and compatibility. Quote is subject to terms at parkingboxx.com/terms
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TO PLACE ORDER, SIGN
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Print Name: _____

Signature: _____

Parking BOXX Inc.

382 NE 191st St. #93984
Miami, FL 33179

phone/fax: 800-518-1230
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DATE: 28/11/2016 SALES ORDER#: 3425

ACCT #:

BILL TO:

City of Des Moines
21630 11th Ave. S., Suite D
Des Moines, WA 98198

SHIP TO:

P.O. #	PROJECT	TERMS	SALES REP	SHIP VIA	FOB
		Custom			SITE

ITEM	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	TOTAL
------	-------------	----------	-----	------------	-------

Payment Terms:
10% Deposit (BOXX provides drawings)
15% Upon Artwork Approval
50% Upon Delivery of Equipment to Site
25% Upon Completion of Install/Training &
City Acceptance

SUBTOTAL: \$260,647.00

TAX: (0.0%) \$0.00

TOTAL: \$260,647.00

ORDERS SENT FOB MILTON, ON, COLLECT OR ON ACCOUNT, VIA COURIER SPECIFIED ABOVE

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- Product shipped as ordered. Please ensure correct part numbers, products and compatibility. Quote is subject to terms at parkingboxx.com/terms
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- Applicable taxes and shipping charges will be added at time of invoicing.
- Prices quoted are in effect for 30 days unless otherwise stated.

TO PLACE ORDER, SIGN
AND FAX TO 800-518-1230.

Print Name: _____

Signature: _____

Parking BOXX Inc.

382 NE 191st St. #93984
Miami, FL 33179

phone/fax: 800-518-1230
web: www.ParkingBOXX.com

EXHIBIT NO. 2

RFP RESPONSE – 54 PAGES

DATED OCTOBER 13, 2006



RFP Response The City of Des Moines, WA

Thursday, October 13, 2016 3:00pm

THE CITY OF DES MOINES MARINA & BEACH PARK REQUEST FOR PROPOSALS RFP REFERENCE NO. 2016-01 PARKING LOT ACCESS & REVENUE CONTROL SYSTEM

Submitted to: City of Des Moines
21630 11th Ave. S., Suite D
Des Moines, WA 98198
ATTN: Joe Dusenbury, Harbormaster
Tel: 206-870-6534
E-Mail: jdusenbury@desmoineswa.gov

Submitted by: **Parking BOXX** Inc.
382 NE 191st St.
Miami, FL 33179
Tel/Fax: 800-518-1230
E-Mail: info@parkingboxx.com

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4. Proposal Contents and Requirements

4.1.1. Authorizing Signature – Schedule A

SCHEDULE “A” – PROPONENT CONTACT SCHEDULE

Proponents **must** respond to this Schedule. Responses will be evaluated.

Proponents should be aware that Schedule A is a Mandatory Requirement.

Proponent's Legal Name: Parking BOXX Inc.

Proponent's Operating Name: Parking BOXX Inc.

Contact Person's Name: Renee Smith

Proponent's Main address: 382 NE 191st St., #93984
Miami, FL 33179

Telephone Number: 800-518-1230

Fax Number: 800-518-1230

E-Mail Address: info@parkingboxx.com

As authorized signing officer for my company, I hereby submit this Proposal for your consideration:

NAME/POSITION: (please print)

Renee Smith, President & CTO

SIGNATURE: 
 Must have authorized signing authority for Proponent

DATE: October 11, 2016

4.1.2. Company Profile and Experience – Schedule B

SCHEDULE “B” – COMPANY PROFILE AND EXPERIENCE

Proponents should respond to this Schedule. Responses will be evaluated.

Proponents should submit a company profile that should include the following:

- Overview of Proponent’s organizational structure including key personnel; [See Below & Next Page](#)

Parking **BOXX** Organizational Chart



Parking BOXX CV Key Personnel

The **Parking BOXX** management team has extensive experience in providing cost-effective parking solutions to parking facilities throughout North America.

Aaron Asp, CEO, is responsible for the day-to-day management of the Sales & Manufacturing operations. Aaron served as President & CEO of another parking manufacturer before transitioning to **Parking BOXX**. Previously, he had managed businesses in both the United States and Canada. His organizational skills and detail-oriented approach are valuable assets to the entire organization. Aaron brings with him an impressive educational background, including a Bachelor of Science in Business Administration and a Bachelor of Laws degrees.

Brad Henkel, VP Business Development, oversees new projects from the initial site visit through final installation. During the prior 12 years, Brad advanced from the Service & Installations Team, to Projects Manager, to VP Operations. Brad's practical know-how and effective results stem from his extensive experience in the management of residential construction projects. Brad was responsible for full project management of the **Parking BOXX** projects at Utah State University, the City of Little Rock, Fayetteville Regional Airport, HCW/Branson Landing, Gander International Airport, Sydney Airport, Winchester District Memorial Hospital, Renfrew Victoria Hospital, Georgian Bay General Hospital, various Holiday Inn, Hilton, Sheraton, Wyndham Hotels (Canada, USA, and Dominican Republic), various Park'N Fly projects (Toronto, Edmonton, Montreal) and many others.

Renee Cleary, President & CTO, is responsible for R&D, application and web development, QA and technical support. She is one of the founding members of the **Parking BOXX** team and has 15 years of experience in IT, including spearheading compliance, software, and legal initiatives for clients such as Bank of America, Credit Suisse, and numerous other financial institutions. Renee holds a Bachelor of Business Administration in Management Sciences, an MBA, and a Law Degree from the University of Pittsburgh.

Duane Langdon, Production Manager, began his career in the parking industry in 1983. Originally a Production Technician, he took his extensive software and technical knowledge into the field as a Service Technician and then Installations Manager. He has held the position of Production Manager since 2007. Duane oversees all equipment production and testing at **Parking BOXX**.

Mike Wrona, Service & Installations Manager, has a degree in Electronics Engineering and more than 10 years of experience working with electrical projects. He served as a Service Technician, then Manager. Mike manages the **Parking BOXX** Installation Team.

- Length of time in business; [See Next Page](#)
- Qualifications and description of experience of the Proponent in the area of parking system equipment sales, installation, and service; [See Next Page](#)

Parking **BOXX** Qualifications & Experience

Parking BOXX has over 50 years of parking industry experience and 60+ Dealers in North America, with systems that reliably run sites with thousands of daily vehicles and eight figure annual parking revenue. Flexibility of hardware and software design contributes to **BOXX**'s ability to meet the unique needs of all customers, particularly in a Marina & Beach Park environment where there is a tremendous range of user requirements. We are committed to your successful launch and operation.

The equipment being proposed to the City of Des Moines is the identical system that operates hospital, airport, university and garage facilities throughout North America.

Our equipment is reliable, our technicians are friendly and knowledgeable, and our pricing is competitive. If the City's goals are to control access and generate revenue, there is no better value than a system from **Parking BOXX**.

Parking BOXX Partnership Benefits	
We are the Manufacturer , not a reseller for someone else's equipment.	✓
Over 50 years of Parking Industry experience.	✓
Stainless Steel Cabinets for all outdoor equipment are stronger than aluminum and more resistant to corrosion than regular steel.	✓
Custom Faceplates make equipment user-friendly and allow for site branding.	✓
15" Touch Screens on the Pay BOXX guide users through the transaction process.	✓
ADA Compliant & CSA Certified	✓
We were the first company to install an EMV-enabled unattended parking system in the US, at two garages for the City of Little Rock in March 2016. http://www.prweb.com/releases/2016/04/prweb13358512.htm	✓
Best Value , with revenue-generating equipment at a fiscally-responsible price.	✓
1-Year Parts & Labor Warranty.	✓
1-Year Unlimited Remote Support (phone/e-mail).	✓
Manufactured in North America , with all error codes in English (not German or Japanese).	✓
Woman Owned Business Enterprise	✓

4.1.3. Equipment Specifications – Schedule C

SCHEDULE “C” – EQUIPMENT TO BE PROVIDED

Proponents should respond to this Schedule. Responses will be evaluated.

Where the Equipment being proposed meets the specification as listed in the applicable section, Proponents are requested to “check” or “X” the “yes” box and provide comments if applicable.

Where the Equipment being proposed differs from the specification as listed in the applicable Section, Proponents are requested to “check” or “X” the “no” box and provide comments if applicable.

The City of Des Moines reserves the right to contact any Proponent who fails to respond to a question to obtain a response; however, no points will be allotted to that response.

The City of Des Moines is seeking a parking system that should include:

Parking Lot Entry Equipment

- Five (5) entry stations
- Five (5) barrier gate & arms
- Five (5) RFID Card Readers
- Five (5) phone-based intercom & remote gate open
- Five (5) Opticom sensors for public safety response
- Vehicle loop detectors – required quantity to be proposed

Parking Lot Exit Equipment

- Six (6) exit stations
- Six (6) barrier gate & arm
- Six (6) RFID Card Readers
- Six (6) phone-based intercom & remote gate open
- Vehicle loop detectors – required quantity to be proposed

Other Equipment

- Three (3) pay on foot station
- Six (6) validation terminal
- One (1) parking server & parking management software
- Eleven (11) proximity card reader & controller

Proposed Parking Lot Access & Revenue Control System Equipment

Proponents **should** include equipment details, breakdown of what is included, specifications, and all pertinent information related to the proposed Equipment.

Proponents should attach documentation and clearly cross reference it to the respective schedule.

		ABILITY TO MEET SPECIFICATION (checklist ✓)		
	Entry Station Specifications	YES	NO	COMMENTS
1.1	Entry Stations are stainless steel.	X	☐	See Entry BOXX details below.
1.2	Entry Stations are equipped with a barcode ticket printer.	X	☐	See Entry BOXX details below.
1.3	Entry Stations are equipped with customer interface display.	X	☐	See Entry BOXX details below.
1.4	Entry Stations have an intercom.	X	☐	See Entry BOXX details below.
1.5	Entry Stations have remote gate opening capability.	X	☐	See Entry BOXX details below.
1.6	Entry Stations are equipped with a heater.	X	☐	See Entry BOXX details below.

ENTRY BOXX



To enter the lot, all parkers will stop at the **Entry BOXX** Ticket Station. With a weatherproof cabinet constructed of rust-resistant stainless steel, the **Entry BOXX** has a faceplate that will be customized using the City of Des Moines' preferred colors, logo and wording. Parkers will push a button and be issued an intelligent barcode ticket encoded with the day, time, date and lane number (the time from pushing the button to issuance of the ticket is 1.5 seconds). **BOXX** utilizes barcode technology instead of magstripe, as there are fewer moving parts, which makes it more reliable and less expensive to operate. A thermostatically-controlled heater ensures operation in cold weather.

The **Entry BOXX** will incorporate an Analog Intercom, which will dial any phone number and allow staff to open the **Barrier Gate** remotely.

Card Holders (staff, monthlies, etc.) will present their valid card for free entry.

Please see the product sheet on the next pages....

ENTRY BOXX

High-Speed Ticketing

Print entry ticket, pay on entrance, or allow pre-paid event parking.

- Ticket machine provides on-line real time ticketing data. Press button, take ticket, barrier gate opens.
- Custom branding: corporate colors, logo and customized text.
- Sunlight readable LCD with 4-lines & customized instructions.
- Intelligent thermal ticket with multiple lines of text, barcode, date & time, ticket number, lane number & custom header.
- Issues 5,250 thermal tickets per paper fill. Also see our high-capacity dual-printer option.
- Single ticket issues only when a vehicle is present and barrier gate arm is closed.
- Retracted tickets are invalidated and stored in collection bin.
- Vehicle back-out invalidates ticket.
- UPS backup power protects electronics, provides stable current, and offers surge suppression.
- Powder coated, stainless steel cabinet with multi-point locks.
- Off-line mode saves transactions for syncing upon reconnect.
- Slim profile: 15" x 11" footprint. (38cm x 28cm)

OPTIONS

- Add an intercom (VoIP or analog).
- Utilize RFID card access readers (proximity or long range) with your existing building access system or CardEASE.
- Incorporate a scanner for printed passes or event tickets. Upgrade to a 2D scanner to read QR codes and phone screens.
- Add PayEASE the POS module of EASE to process real-time payments via encrypted credit card reader or EMV reader, contactless/TAP & pin pad with store & forward for flat-rate or event payments on entry.
- 12" full-color touch-screen LCD (with credit card only)
- Add a custom voice greeting. Add security cameras.
- Include a thermostatically controlled heater or dehumidifier.
- Add lot open/full, space available, and other signage.

USABILITY

- Intuitive: 100% Rated "Very Easy to Use"
- "Simple as it could be!" – Survey participant.
- "I have never used a parking machine before and this was very easy."
- Survey participant.



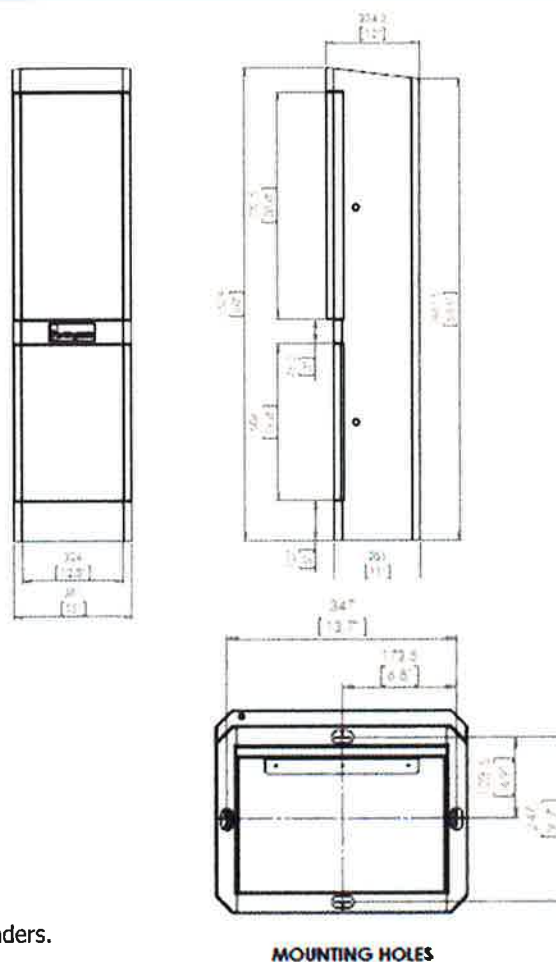
[View
Related Items](#)

[View Entry Lane
Configuration Options](#)

**Scanner +
Encrypted Card
Reader**

**EMV/Interac
Card Reader +
PIN Pad**

**High Capacity
Ticketing: Dual
Printer**



Above options also show: custom branding, VoIP intercom, RFID card access readers.
Additional models and custom colors are available.
See Entry Lane Configuration options.

TECHNICAL SPECIFICATIONS

Cabinet Size	60" x 15" x 12" (152.4cm x 38cm x 32.4cm) (h x w x d)
Housing	304B Stainless steel with powder coating
Locks	Drill resistant
Operating Temp	32°F to 150°F (-0°C to 65°C). -40°F/C with optional heater
Relative Humidity	97%
Power	120VAC, 60Hz, 5A
Weight	225lbs (102kg) without UPS
Printer	Thermal paper roll, 5250 tickets
Display	4-line sunlight readable LCD with backlight
Card Reader	Encrypted magnetic card reader, EMV/Interac card reader + pin-pad
Warranty	1 year parts warranty
Certifications	CSA, PCI, ADA & AODA Compliant

		ABILITY TO MEET SPECIFICATION (checklist ✓)		
	Exit Station Specifications	YES	NO	COMMENTS
2.1	Exit Stations are stainless steel.	X	☐	See Exit BOXX details below.
2.2	Exit Stations are equipped with a barcode scanner.	X	☐	See Exit BOXX details below.
2.3	Exit Stations are equipped with a credit card reader.	X	☐	See Exit BOXX details below.
2.4	Exit Stations are equipped with a barcode receipt printer.	X	☐	See Exit BOXX details below.
2.5	Exit Stations are equipped with customer interface display.	X	☐	See Exit BOXX details below.
2.6	Exit Stations have an intercom.	X	☐	See Exit BOXX details below.
2.7	Exit Stations have remote gate opening capability.	X	☐	See Exit BOXX details below.
2.8	Exit Stations are equipped with a heater.	X	☐	See Exit BOXX details below.
2.9	Exit Stations are equipped with an uninterruptible power supply (UPS).	X	☐	See Exit BOXX details below.

EXIT BOXX

At the **Exit BOXX** Validation Terminal, which is constructed of rust-resistant stainless steel, parkers will scan their entry ticket and pay the indicated fee via credit card (EMV), or scan their paid ticket from the **Pay BOXX**.

The faceplate on the **Exit BOXX** will be customized using the City of Des Moines' preferred colors, logo and wording. The customized faceplate and 12" display make the **Exit BOXX** extremely user-friendly. Through the use of barcode technology, **BOXX** avoids utilizing a single-slot on the **Exit BOXX**, thereby ensuring that the entire machine doesn't cease to operate in the event of a single failure. **BOXX** also uses ticket "scanners" instead of "eaters" in the **Exit BOXX**, as they are significantly more reliable and less susceptible to weather and ticket damage. A thermostatically-controlled heater ensures operation in cold weather.

The **Exit BOXX** will incorporate an Analog Intercom, which will dial any phone number and allow staff to open the **Barrier Gate** remotely.

Card Holders (staff, monthlies, etc.) will present their valid card for free exit.

Please see the product sheet on the next pages....



EXIT BOXX

High-Speed Exit & Payment

Payment by Credit/EMV, Bill, Coin (no change given).

- PayEASE is the fully automated POS module of EASE, the Parking Management Software (PMS) that manages multiple rate structures, discounts, coupons, passes and more!
- 4-line LCD or 12" interactive touch screen LCD. 12" LCD offers customizable/advertising images, programmable story boards & multiple languages provide easy navigation.
- Custom branding: corporate colors, logo and customized text.
- Eater/scanner reads tickets, coupons, applies discounts and validations.
- Processes real-time payments via encrypted credit card reader or EMV reader, contactless/TAP & pin pad.
- Paid ticket or successful payment opens barrier gate. Receipt printing is automatic or optional.
- Validation BOXX & web validation discounts automatically applied upon ticket scan.
- Real-time connection to EASE via LAN – continues to operate in off-line mode in case of network loss.
- UPS backup power protects electronics, provides stable current, and offers surge suppression.
- Powder coated, stainless steel cabinet with multi-point locks.
- Slim profile: 11" deep (28cm). Fits on narrow islands.

OPTIONS

- Accept payments via bills, coins, tokens.
- Add an intercom (VoIP or analog).
- Utilize RFID card access readers (proximity or long range) with your existing building access system or CardEASE.
- Upgrade to a 2D scanner to read QR codes and phone screens.
- Add an eater to collect closed tickets and coupons/vouchers.
- Add a custom voice greeting.
- Add security cameras.
- Include a thermostatically controlled heater or dehumidifier.

USABILITY

- 100% rated as "Very Easy to Use" or "Easy to Use"
- 90% of Survey respondents found a large color screen helpful.

SCAN TICKET



**4-line LCD +
Encrypted Card
Reader**

**12" LCD +
Encrypted Card
Reader +
Intercom**

**4-line LCD +
Bills, Coins,
Credit + IP
Intercom**

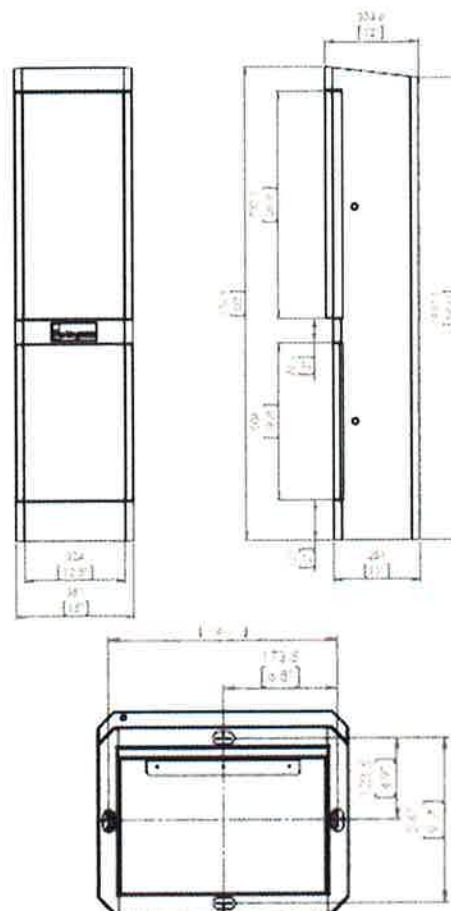
SCAN TICKET



SCAN TICKET



SCAN TICKET



MOUNTING HOLES

Above options also show: custom branding, VoIP intercom, RFID card access reader.
Additional models and custom colors are available.
See Exit Lane Configuration options.

TECHNICAL SPECIFICATIONS

Cabinet Size	60" x 15" x 12" (152.4cm x 38cm x 32.4cm) (h x w x d)
Housing	304B Stainless steel with powder coating
Locks	Drill resistant
Operating Temp	32°F to 150°F (-0°C to 65°C). -40°F/C with optional heater
Relative Humidity	97%
Power	120VAC, 60Hz, 5A. Optional: backup battery
Weight	225lbs (102kg) without battery
Printer	Thermal paper roll, 5250 receipts
Display	12" touch-screen LCD or 4-line sunlight readable LCD with backlight
Card Reader	Encrypted magnetic card reader, EMV/Interac card reader + pin-pad
Warranty	1 year parts warranty
Certifications	CSA, PCI, ADA & AODA Compliant

		ABILITY TO MEET SPECIFICATION (checklist ✓)		
	Barrier Gates & Arms Specifications	YES	NO	COMMENTS
3.1	Barrier Gates are stainless steel.	X	☐	See Barrier Gate details below.
3.2	Barrier Gates are equipped with a built-in receiver.	X	☐	See Barrier Gate details below.
3.3	Barrier Gates are equipped with a remote transmitter.	X	☐	See Barrier Gate details below.
3.4	Barrier Gates are equipped with a heater.	X	☐	See Barrier Gate details below.
3.5	Barrier Gate Arms are made of aluminum or an equivalent material.	X	☐	See Barrier Gate details below.
3.6	Barrier Gate Arms are between 10' to 12' in length.	X	☐	See Barrier Gate details below.
3.7	Barrier Gate Arms are reflective.	X	☐	See Barrier Gate details below.

BARRIER GATE



The lot will be accessed through the **Barrier Gate** with direct drive motor (not a simple pulley system). Constructed of durable rust-resistant stainless steel, the **Gate** is designed to provide years of reliable and trouble-free operation in every type of system application and environment (includes a thermostatically-controlled heater). In addition, the reverse sensing circuit is a standard feature on each **Gate** which causes the motor to instantly reverse if the gate arm comes in contact with an obstruction during the closing cycle. The 10' or 12' aluminum arm with red reflective tape will remain level regardless of temperature changes, and each **Gate** includes a built-in receiver with 2 remote push-button transmitters.

Please see the product sheet on the next pages....



BARRIER GATE

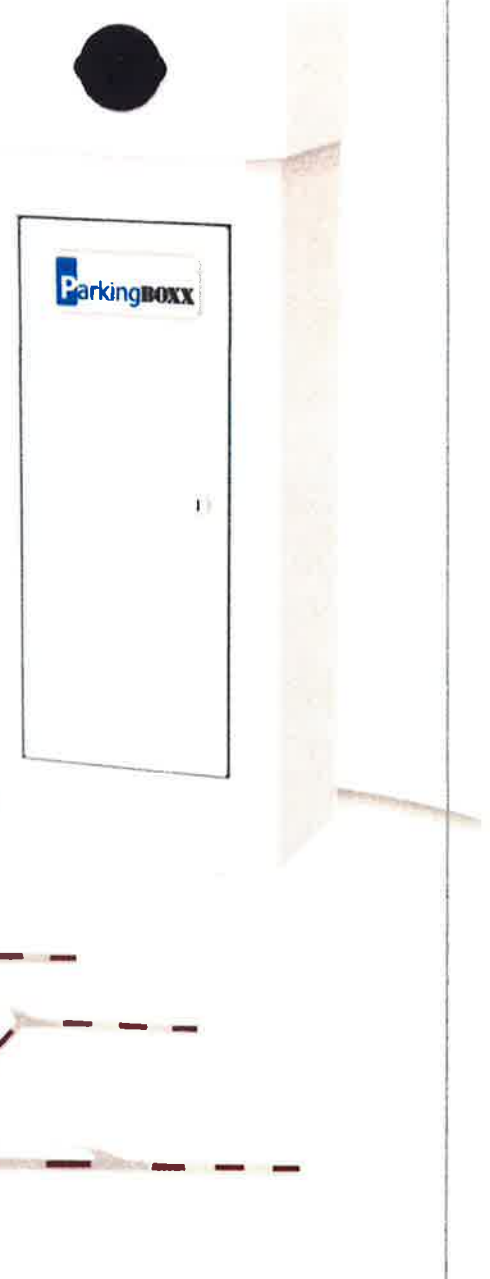
Straight Arm (10' or 12') (BGS-xxx) or Folding Arm (3M) (BGF-xxx)

Add a Barrier Gate to an Entry Lane or Exit Lane to ensure parking lot control. This durable stainless steel gate has been proven in extreme temperatures.

- Direct Drive Motor, Motor Cooling Fan.
- Auto-reverse upon contacting obstruction.
- Quick release clutch for loss of power.
- Includes wireless receiver, and two programmed remote controls to open/close barrier gate arm.
- Single door access and removable top.
- Lightweight aluminum arm, no special tools required for installation.
- 3M high-intensity reflective striping on gate arm.
- Powder coated, stainless steel cabinet.
- Slim profile; fits on narrow islands.
- CSA Certified.

OPTIONS

- Breakaway Release Arm (straight arm only).
- Illuminated/lighted striping on gate arm for high visibility.
- Protective foam under gate arm.
- Infrared sensor – detects presence of an object, including humans. Recommended in high pedestrian traffic areas.
- Photo cell - detects obstacles within beam of light to prevent gate arm closing.
- Arm lengths greater than 12' (max 18') require motor upgrade (5 second open time, straight arm only).
- Memory vend for increased distance between payment and gate arm.
- Add security cameras.
- Include a thermostatically controlled heater (operates to -40°F/-40°C).



RELATED ITEMS

- Full-Featured or Flat-Rate Parking Systems.
- Entry BOXX or Exit BOXX.
- Access Control Parking System with Keypad or Card Access.
- Coin Station Machine: low cost, stand-alone option.
- Loop (PVC or saw cut), standard or oversize vehicle dimensions.
- Loop Detector – detects vehicle presence to arm or reset barrier gate or open if free in/out gate.
- Stop/Go Light.
- Barrier Gate Industrial (18').
- Protective Bollard.
- Wayfinding Sensors & Signage.

POWDER COATING

STANDARD



Traffic White

PREMIUM COLORS



Black



Traffic Yellow

TECHNICAL SPECIFICATIONS

Cabinet Size	60" x 15" x 12" (152.4cm x 38cm x 32.4cm) (l x w x d)
Arm Options	Straight Arm: 10' to 12' (breakaway option) Folding Arm: 9.8" (3M)
Wireless Distance	65' (20m) with built in receiver, includes two remotes.
Locks	Side door and removable top.
Operating Temp	8°F to 150°F (-13°C to 65°C). -40°F/C with optional heater
Relative Humidity	97%
Power	120VAC, 60Hz, 5A. Optional: backup battery
Weight	225lbs (102kg) without battery
Housing	304-B Stainless steel with powder coating
Warranty	1 year parts warranty
Certifications	CSA

		ABILITY TO MEET SPECIFICATION (checklist ✓)		
	Pay On Foot Station Specifications	YES	NO	COMMENTS
4.1	Pay On Foot Station is equipped with a touch screen or display for enhanced usability.	X	☐	See Pay BOXX details below.
4.2	Pay On Foot Station is equipped with a barcode ticket eater.	☐	X	Parking BOXX utilizes scanners instead of eaters, as they are significantly more reliable and less susceptible to weather and ticket damage.
4.3	Pay On Foot Station has coin and bill payment capabilities.	X	☐	See Pay BOXX details below.
4.4	Pay On Foot Station is equipped with a credit card reader.	X	☐	See Pay BOXX details below.
4.5	Pay On Foot Station is equipped with a barcode exit ticket printer.	X	☐	See Pay BOXX details below.
4.6	Pay On Foot Station is equipped with an uninterruptible power supply (UPS).	X	☐	See Pay BOXX details below.

PAY BOXX

When parkers are ready to exit the lot, they will proceed to a **Pay BOXX** Pay On Foot Station located at the site, where they will be guided through the payment process via 15" touch screen instructions. The faceplate overlay on the powder-coated blue **Pay BOXX** will be customized using the City of Des Moines' preferred colors, logo and wording. The customized faceplate makes the **Pay BOXX** extremely user-friendly.



Customers will scan their ticket and pay the calculated fee using coins, bills or credit card (EMV) - change will be provided by coins (2-note bill dispenser optional). In addition, customers may choose to purchase a daily, weekly or monthly pass at the **Pay BOXX**, or pay with a pass/coupon that was previously purchased or issued by the Marina & Beach Park.

A transaction at the **Pay BOXX** can be cancelled at any time prior to completion of a cash payment or verification of a credit card authorization, and if either a cash acceptor or credit card reader is inoperable then payments can still be made via another method. The **Pay BOXX** will also incorporate an Analog Intercom which enables customers to call for assistance.

Upon receipt of payment, the **Pay BOXX** will re-rate the entry ticket as "PAID," and the parker will then proceed to the exit.

Please see the product sheet on the next pages....

PAY BOXX - "BIG BLUE"

Unattended Revenue Control & Total Automation (PAY-xxx)

- PayEASE is the fully automated POS module of EASE, the Parking Management Software (PMS), that manages multiple rate structures, discounts, coupons, passes and more!
- 15" interactive touch-screen offers customizable/advertising images, programmable story boards, & multiple languages provide easy navigation.
- Custom branding: corporate colors, logo and customized text.
- Eater/scanner reads tickets, coupons, applies discounts and validations.
- Sell daily, weekly or monthly pass. Allow payment with a pass that was already purchased.
- Process real-time payments via encrypted credit card reader or EMV reader, contactless/TAP & pin pad.
- Accept bills & coin payments and provides change.
- Bill & coin vaults have dual locks: first key removes cash vault from cabinet, second key opens cash vault.
- Paid tickets are re-rated or issued upon payment. Receipt printing may be automatic or optional.
- Real-time connection to EASE via LAN – continues to operate in off-line mode in case of network loss.
- Full audits and self-diagnostic tests.
- UPS backup power protects electronics, provides stable current, and offers surge suppression.
- Powder coated, stainless steel cabinet with multi-point locks.

OPTIONS

- Add an intercom (VoIP or analog)
- Add cameras for security applications.
- Upgrade to a 2D scanner to read QR codes and phone screens.
- Add custom voice instructions.
- Include a heater or dehumidifier.

USABILITY

- 100% of Survey participants found the "grouped payment options" to be "very helpful."
- 90% of Senior survey participants rated the 15" touch-screen LCD as "Very Helpful"



Payment by Bills, Coins & Encrypted Card Reader



Payment by Bills & Encrypted Card Reader



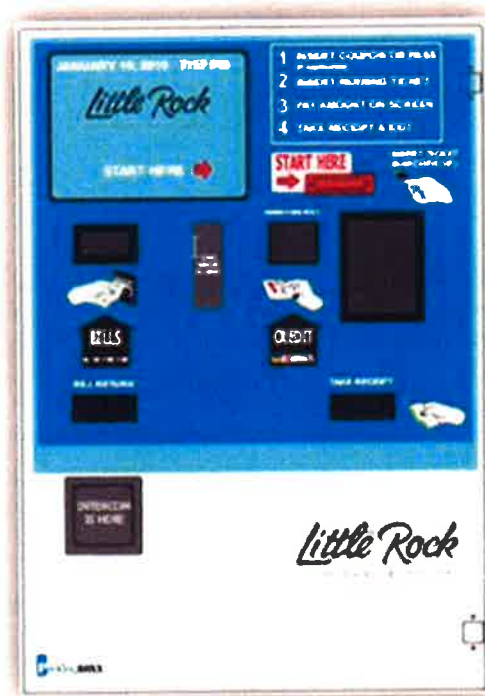
Above options also show: custom branding & analog intercom.
Additional models and custom colors are available.

TECHNICAL SPECIFICATIONS

Cabinet Size	31" x 20" x 72" (79cm x 51cm x 183cm) (w x d x h)
Housing	Galvanized steel with powder coating
Locks	Multi-point Drill resistant + dual cash vault locks
Operating Temp	-4°F to 150°F (-0°C to 65°C). -40°F/C with optional heater
Relative Humidity	97%
Power	120VAC, 60Hz, 15A.
Weight	400lbs (180kg) without UPS
Printer	Thermal paper roll, 5250 tickets, receipts
Display	15" color LCD with touch screen (sunlight readable optional)
Card Reader	Encrypted magnetic card reader, EMV/Interac card reader + pin-pad
Warranty	1 year parts warranty (see site for details)
Certifications	CSA, PCI, ADA & AODA Compliant

Faceplate Branding/Customization

A popular option is to include the site's logo and custom text. **Parking BOXX** provides these design services at **no additional charge**.



		ABILITY TO MEET SPECIFICATION (checklist ✓)		
	Validation Terminal Specifications	YES	NO	COMMENTS
5.1	Validation Terminal is equipped with a touch screen display for enhanced usability.	X	☐	See Validation BOXX details below.
5.2	Validation Terminal is designed with a small footprint, to enable installation in areas with limited desk/counter space.	X	☐	See Validation BOXX details below.
5.3	Validation Terminal can provide discounts by dollar or percentage amounts, with all discounts available for staff selection on a per validation basis.	X	☐	See Validation BOXX details below.
5.4	Validation Terminal can be used at the same time as pre-printed Coupons (not either or).	X	☐	See Validation BOXX details below.

VALIDATION BOXX



The tablet-design **Validation BOXX** has a 7" x 7" footprint that makes it easy to implement without taking up valuable countertop real estate.

A staff member simply selects the validation to apply, then scans the customer's ticket from the **Entry BOXX**.

The **Validation BOXX** can be used at the same time as pre-printed Coupons, so the Marina & Beach Park can utilize the functionality that both validation methods have to offer.

Parking BOXX will work with you to ensure that Coupons are customized to meet the City of Des Moines' specific needs. For example, if the Marina & Beach Park wishes to provide free or discounted parking (i.e. for restaurant patrons, for special events, or for other purposes), Coupons may be used. The major advantage of Coupons is that they can be programmed in many different ways - \$ discount, % discount, free parking, etc. - and ALL of these Coupon types may be utilized at the same time. These coupons can be single use, multiple use, or valid only during specific rate periods or days and times.

CITY OF
DES MOINES
PARKING



Volunteer
Coupon
Free Exit

Please see the product sheet on the next page....

VALIDATION BOXX

Parking System Validation On-Line

- ValEASE is the parking validation module of EASE, the Parking Management Software (PMS).
- Intuitive. Easy to learn. Easy to train.
- Small 7" x 7" footprint.
- Set validation values for dollar discount, percentage discount, time discount, then add a button for each individual validation option.
- Add up to 12 validation buttons. Select discount to apply, then scan ticket. Or set a default validation to apply if no button is pressed.
- Password required to exit software to ensure high security.
- Validation BOXX includes touch screen tablet, 1D or 2D ticket scanner, integrated Ethernet, USB, power ports and powder coated secure stand with lock.



Related productions: paper validations, sticker validations.



		ABILITY TO MEET SPECIFICATION (checklist ✓)		
	Parking Server with Parking Management Software Specifications	YES	NO	COMMENTS
6.1	Parking Server is inclusive of all hardware (tower, monitor, keyboard, mouse, etc.) and Parking Management Software.	X	☐	See EASE Management Software details below.
6.2	Parking Server comes with a coupon printer.	X	☐	See EASE Management Software details below.
6.3	Parking Server is equipped with a credit card system with real time capabilities.	X	☐	See EASE Management Software details below.
6.4	Proponent will ensure that The City of Des Moines has all licenses required to use any software that may be supplied by the successful Proponent pursuant to this Agreement. The commissioned Equipment will be fully licensed and legal.	X	☐	See EASE Management Software details below.
6.5	Proponent will provide, at no additional cost to The City of Des Moines, all software upgrades for equipment which are corrective in nature and initiated due to software errors, regulatory requirements or safety reasons for the warranty of the Equipment.	X	☐	See EASE Management Software details below.
6.6	Parking Server is equipped with an uninterruptible power supply (UPS).	X	☐	See EASE Management Software details below.

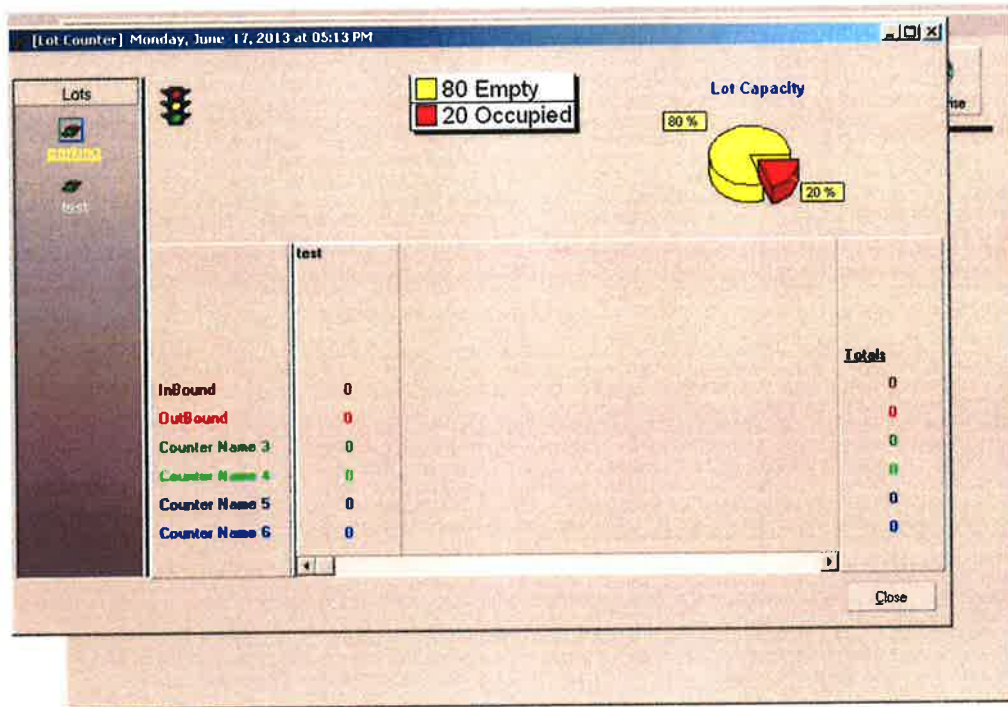
EASE MANAGEMENT SOFTWARE

The entire system is controlled by **BOXX's EASE Management Software**, which runs on the included Parking Server and gives the operator all of the tools required to program rates, print reports, manage staff card databases, enter monthly passes, etc. The standard software package offers more high-end features than most other systems, such as user-selectable hard, soft or timed anti-pass back. A UPS provides backup power to the Parking Server when necessary.

The **EASE Management Software** records all details pertaining to tickets issued at the Entry Machines, which are then supplemented by details of payments including method of payment (type of credit card, bills, coupons) made at Pay Machines and Exit Machines. The ticket is then tracked through the time of Exit. Additionally, the card access module **CardEASE** provides reports pertaining to card use.

There are numerous real-time reports that may be run in the software, such as Lot Capacity, Ticket Inventory, Key Usage, Cash, Credit Card, Lots, Lanes, Counters, Rates, etc. Here are two examples of real-time reports within the software:

Lot Counter Screenshots: an unlimited number of lots may be added



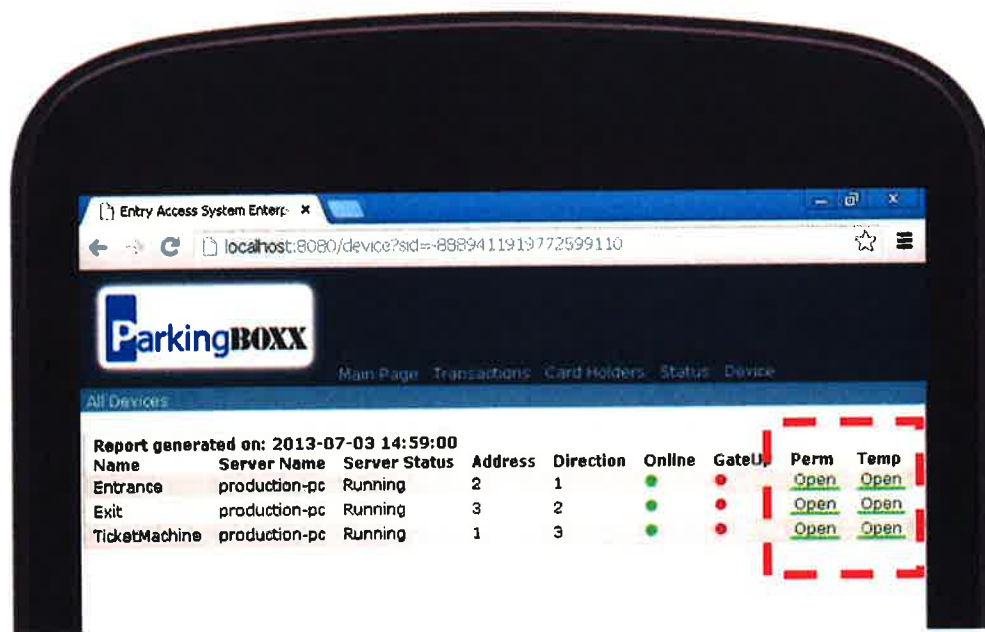
Ticket Inventory Count showing all open (unpaid) tickets

The screenshot shows the 'Ticket Inventory Report' window. It has a toolbar with icons for Access, Access Level, Rates, Rate Schedule, Lots, Devices, Reports, Counters, Setup, and Enterprise. Below the toolbar are three tabs: 'Cash', 'Key fobs', and 'Ticket Inventory'. The 'Ticket Inventory' tab is active, displaying a table of open tickets. The table has columns for Barcode, InDate, InTime, and IssuedID. The 'Report Type' is set to 'All Open Tickets'. At the bottom, it says 'Records found: 209' and has buttons for 'Show Report', 'Get Data', 'Purge', and 'Exit'.

Barcode	InDate	InTime	IssuedID
2475326101	Feb 25/2012	00:21	1
2475336201	Feb 25/2012	00:22	1
2475337101*	Feb 25/2012	00:22	1
2475337101	Feb 25/2012	00:22	1
2475337801	Feb 25/2012	00:22	1
2475338401*	Feb 25/2012	00:23	1
2475338401	Feb 25/2012	00:23	1
2475338401	Feb 25/2012	00:22	1

Additionally, **EASE Management Software** generates numerous standard reports based on date and time range, which include the below. **Custom reports may be created upon request.**

- General Manager Report
- Cash Transaction Detail Report
- Cash Summary Report
- Cashier Shift Report
- Cashier Transaction Detail Report
- Entry/Exit Statistics
- Coupon Reports
- Event Log, which includes numerous reports
- Revenue Detail Report
- Revenue Summary Report
- Numerous Access Card Reports



From any LAN device, the real-time status of each gate in every laneway may be viewed. Also, gates for each entry or exit may be "temporarily" (one vehicle) or "permanently" raised or set to close by pressing the links on the above page. Gates may also be raised remotely via the Intercom system by pressing the required code on any cellular or land line phone. The gate open and close times may also be automated in the **EASE Management Software**.

Parking BOXX Sample Reports

Credit Card Summary Report: Credit Card Transactions & Value by day

ParkingBOXX			
Reports Configuration Logout			
Credit Card Summary Report			
• Credit Card Transactions			
Credit Card Transactions			
Date	Count	Amount	
2014-09-01	3	18.00	
2014-09-02	25	144.00	
2014-09-03	20	138.00	
2014-09-04	38	240.00	
2014-09-05	33	184.00	
2014-09-06	61	386.00	
2014-09-07	18	150.00	
2014-09-08	15	70.00	
2014-09-09	37	212.00	
2014-09-10	25	146.00	
2014-09-11	32	195.00	
2014-09-12	54	295.00	
2014-09-13	62	368.00	
2014-09-14	10	68.00	
2014-09-15	7	36.00	
		2650.00	

Credit Card Detail Report: Credit Card Transactions

ParkingBOXX								
Reports Configuration Logout								
Credit Card Detail Report								
• Credit Card Transactions								
Credit Card Transactions								
Table ID	Tran ID	Lane ID	Ticket	In	Out	Card Type	Card #	Amount
152309	31124	3	519103	02/07/12 07:53	02/07/12 08:37	MasterCard	5316*****0222	5.00
152310	31125	3	554603	02/07/12 07:59	02/07/12 08:38	Visa	4535*****4045	5.00
152027	47258	4	407501	02/07/12 07:34	02/07/12 08:39	Visa	4538*****5050	7.50
152312	31127	3	601303	02/07/12 08:06	02/07/12 08:51	Visa	4514*****1639	5.00
152035	47266	4	568103	02/07/12 08:01	02/07/12 09:02	MasterCard	5440*****3473	5.00
152315	31131	3	662503	02/07/12 08:17	02/07/12 09:04	Visa	4502*****7010	5.00
152036	47267	4	855302	02/07/12 08:49	02/07/12 09:04	MasterCard	5181*****1121	2.50
152319	31135	3	832302	02/07/12 08:45	02/07/12 09:12	Visa	4516*****0351	2.50
152320	31136	3	505203	02/07/12 07:50	02/07/12 09:13	Visa	4500*****9643	7.50
152321	31137	3	886303	02/07/12 08:54	02/07/12 09:16	Visa	4512*****0014	2.50
152322	31138	3	813201	02/07/12 08:42	02/07/12 09:17	Visa	4512*****1984	5.00
152039	47271	4	530403	02/07/12 07:55	02/07/12 09:20	Visa	4520*****4274	7.50
152330	31146	3	995701	02/07/12 09:12	02/07/12 09:41	Visa	4500*****3320	2.50
152047	47279	4	976003	02/07/12 09:09	02/07/12 09:42	Visa	4538*****0018	2.50
152050	47282	4	645802	02/07/12 08:14	02/07/12 09:44	Visa	4500*****3523	7.50
152049	47281	4	847803	02/07/12 08:47	02/07/12 09:44	MasterCard	5457*****1314	5.00
152331	31147	3	928803	02/07/12 09:01	02/07/12 09:45	Visa	4502*****0677	5.00

DETAILED RECEIPT REPORT: This report shows each individual transaction and the price paid.

Detailed Receipt Report	
Printed Date: 11/12/2014 9:41:38 AM	
Lot Id - Lane Id	1 - 1
Operator Name	swhite
Start Transaction	13623
End Transaction	13634
Start Date Time	11/10/2014 10:57:00
End Date Time	11/11/2014 6:55:00
Total # Of Transactions	11
Total # Of Aborts	1
# Of No Sales	0
Item Detail	Total
Transaction No	13623
In Date	11/10/14 14:03
Out Date	11/10/14 23:01
1 Regular Rate	\$10.00
1 Cashier Exit	(\$10.00)
Net Total	\$0.00
Transaction No	13625
In Date	11/10/14 15:51
Out Date	11/10/14 23:43
1 Regular Rate	\$10.00
1 Marriott Employee Ex	(\$10.00)
Net Total	\$0.00
Transaction No	13626
In Date	11/10/14 21:16
Out Date	11/11/14 01:03
1 Regular Rate	\$8.00
1 Cashier Exit	(\$8.00)
Net Total	\$0.00

GENERAL MANAGER SUMMARY: This shows the number of tickets processed and the total transient revenue per day.

GM SUMMARY														
Printed: Wednesday Nov 12, 2014 at 09:36 AM														
Lot Name: LittleRock										For Period Of: From Wed Oct01, 2014 To Thu Oct09, 2014				
Day of Month	Issued Tickets	Processed Tickets	Variance Tickets	Returned Tickets	Cash Tickets	Validation Tickets	No Charge Tickets	Percent Lost Tickets	Net Cash Revenue	Average Cash Ticket Price	Validation Revenue	Average Validation Ticket Price	Transient Revenue	Average Transient Ticket Price
Oct01	0	136	0	0	68	0	68	0.00%	344.00	5.06	0.00	0.00	344.00	2.53
Oct02	0	130	0	0	67	0	63	0.00%	350.00	5.22	0.00	0.00	350.00	2.60
Oct03	0	340	0	0	272	0	68	0.00%	1,616.00	5.94	0.00	0.00	1,616.00	4.75
Oct04	0	240	0	0	163	0	77	0.00%	888.00	5.45	0.00	0.00	888.00	3.70
Oct05	0	210	0	0	166	0	44	0.00%	844.00	5.08	0.00	0.00	844.00	4.02
Oct06	0	73	0	0	39	0	34	0.00%	182.00	4.87	0.00	0.00	182.00	2.49
Oct07	0	145	0	0	91	0	54	0.00%	349.00	3.94	0.00	0.00	349.00	2.41
Oct08	0	128	0	0	76	0	52	0.00%	333.00	4.38	0.00	0.00	333.00	2.60
Oct09	0	124	0	0	90	0	26	0.00%	495.00	5.05	0.00	0.00	495.00	3.99
Totals:	0	1528	0	0	1040	0	486	0.00%	5,401.00	5.19	0.00	0.00%	5,401.00	0.04%

AUDIT TRAIL REPORT: This is a report generated for each machine, so that you know how many transactions and revenue is being generated by lane.

Audit Trail Report

Printed Date: 11/12/2014 9:04:25 AM

Lot Id - Lane Id 1 - 1
Operator Name swhite
Start Transaction 13623
End Transaction 13634
Start Date Time 11/10/2014 10:57:00
End Date Time 11/11/2014 6:55:00

Total # Of Transactions 11
Total # Of Aborts 1
Of No Sales 0

Qty	Total
11 Regular Rate	\$118.00
2 Cashier Ext	(\$18.00)
1 Marriott Employee Ex	(\$10.00)
3 Marriott 2 Nights	(\$40.00)
2 Marriott 1 Nights	(\$20.00)
2 Marriott 3 Nights	(\$20.00)

FUNCTION KEY SUMMARY REPORT WITH COUPON: This is a report shows usage of Coupons and Function Keys on a Cashier BOXX.

Function Key Summary Report With Coupon

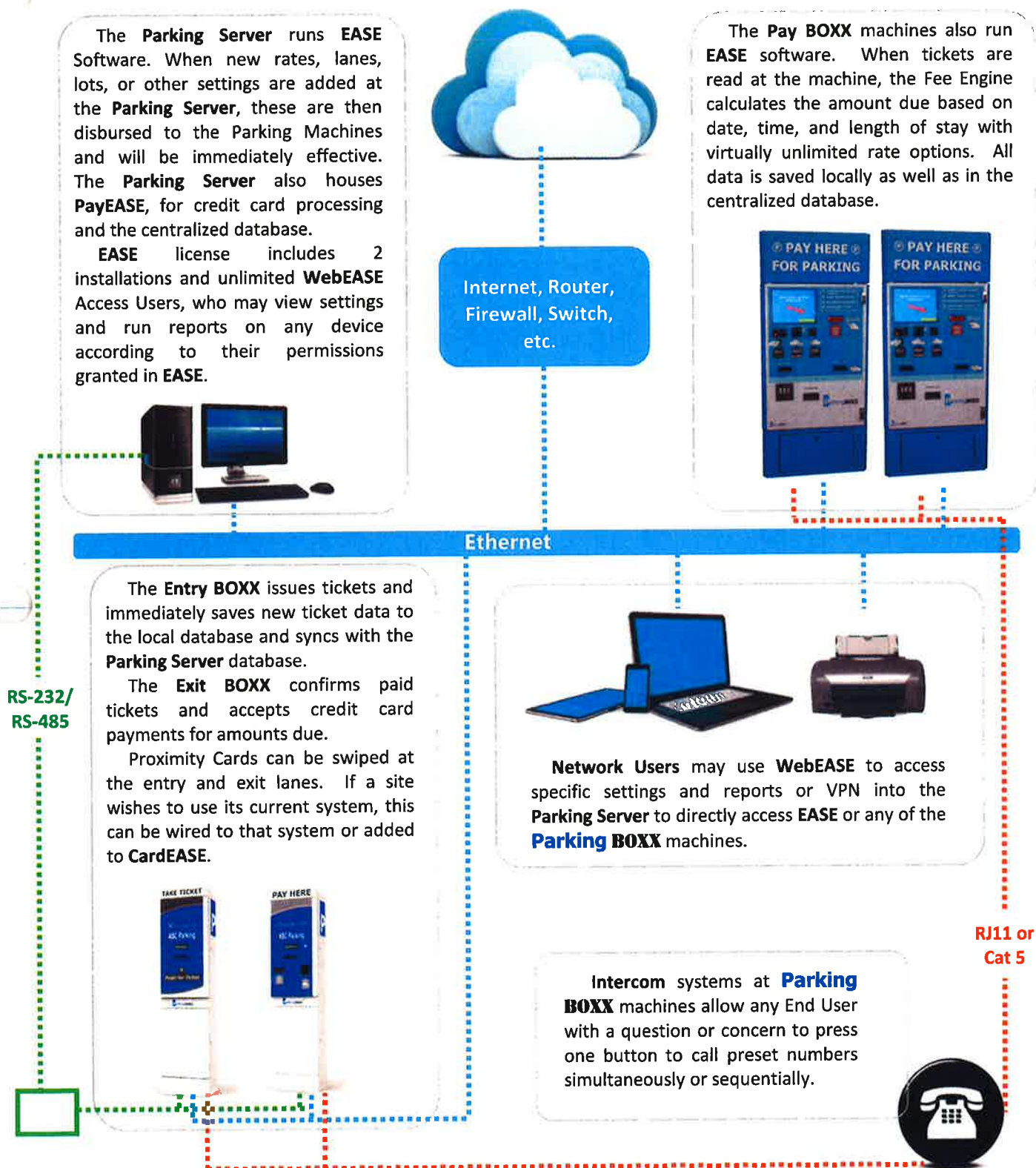
Printed: Monday, June 24, 2013 at 04:44 PM

Function Key: Report on <F997-\$2.50 OFF>

Time Period: From Monday, February 6,2012 00:00 To Tuesday, February 7,2012 00:00

Coupon No.	Last Date Used	Last Time Used	Last Tran ID	Used Count
1660010374	02/06/12	17:13	0072779	1
1660014015	02/06/12	11:04	0072512	1
1660014033	02/06/12	11:04	0072512	1
1660014218	02/06/12	12:44	0072590	1
1660014224	02/06/12	14:31	0031028	1
1660014230	02/06/12	14:31	0031028	1
1660014236	02/06/12	15:54	0031072	1
1660014242	02/06/12	15:54	0031072	1
1660014248	02/06/12	16:01	0072739	1

Parking **BOXX** Network Schematic



EASE™ & Parking Server Central Parking System Control

The Parking Management Software is called EASE.

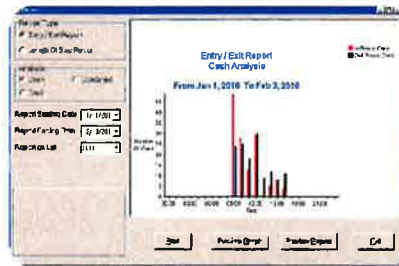
- Easily and quickly control all aspects of the parking system from the Parking Server via the LAN or Cloud.
- View real-time transaction counts, ticket status, space available counts, RFID access control usage.
- Scale from a single parking laneway to many laneways across multiple garages.
- Configure complex parking rate structures, re-rates, validations, discounts, coupons.
- View real-time machine operational status, including live screen view and component status.
- Incorporate RFID access control credentials (access permissions, usage control) & holders (monthly parkers, employees, etc.).
- Generate reports, export data to HTML, Excel, CSV, XML, or PDF data for further manipulation or integration.
- Audit trails may be printed at stations to enhance cash controls.
- View detailed system logs and monitor via email/text alerts.
- Create granular user permissions to limit access.
- Automate data back-ups. Optional RAID fail-over drive.
- Integrate with third-party systems.
- **PCI & EMV Compliant**
- UPS backup protects electronics and provides stable current.

Validation Solutions & Passes

- Discount (amount, time, percentage) or re-rate via:
 - On-line validation stations
 - Web-based validation
 - Coupon chaser tickets or printed stickers
- Automated pass sales

Reports

View real-time data. Generate reports by start + end date/time. Export data as HTML, Excel, CSV, XML, PDF.



ParkingBOXX

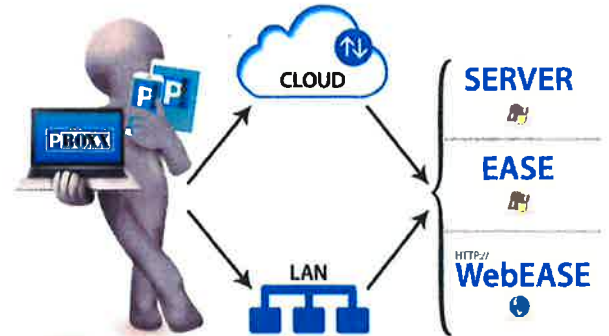
Credit Card Detail Report

Entry Lane	In	Out	Exit Lane	Transaction	Ticket #	Credit #	Qty
0	01/13/16 10:31	01/15/16 11:03	0	227	7960	*2360VISA	161
0	01/15/16 12:09	01/15/16 12:31	0	528	339001	*2360VISA	161
0	01/15/16 12:09	01/15/16 12:31	0	504	338226	*2360VISA	161
0	01/15/16 12:09	01/15/16 12:31	0	509	339001	*2360VISA	161
0	01/15/16 12:18	01/15/16 12:32	0	503	341401	*2360VISA	161
0	01/15/16 12:10	01/15/16 12:32	0	503	342101	*2360VISA	161
0	01/15/16 12:18	01/15/16 12:31	0	509	338226	*2360VISA	161
0	01/15/16 12:10	01/15/16 12:32	0	503	342101	*2360VISA	161

ANYTIME. ANYWHERE.

Access the Parking Management Software:

- Cloud: Access the Parking Server, EASE software or WebEASE from the Cloud.
- LAN: Access the Server, EASE or WebEASE directly through your LAN.
- Workstation: Install an EASE client directly on any Windows device in your network. Create a desktop shortcut to WebEASE on any device/any OS in your network.



SERVER FORM-FACTOR OPTIONS

99.99% Server Uptime, plus options to match your needs:



- **The Rackmount Parking Server:** Optimized CPU, RAM and design ensure high availability for high volume sites. Optional mirrored RAID drive optimizes up-time in the event of a drive failure. Rackmount form factor utilizes your existing server room security features. Physical security ensures only authorized personnel access this Server via authorized user accounts. (Server 2012 or W7)
- **The Parking Server/Workstation:** for sites that want to utilize the Server as a workstation. Includes LCD, keyboard, and mouse. Coupons/reports printer is optional. (Server 2012 or W7)
- **The Economy Parking Server:** for budget-conscious sites with low volume traffic. This option may also incorporate an LCD, keyboard, mouse and coupons/reports printer. (W7 only)

* VM Server environments are also supported.

STANDARD MODULES

EASE modules include: EASE (parking operations, counters, occupancy, parking passes), PayEASE (revenue calculation, collection & PCI/EMV/Interac compliant payments), CardEASE (RFID access credentials), DiscEASE (validations, coupons, re-rates), DiscPrint (coupons printing), MonitorEASE (system performance, email/text alerts), ReportEASE (reporting), WebEASE (browser based report access).

UPGRADE MODULES

CashEASE (cashier/attendant), ValEASE (validation station), GuestEASE (hotel guest station), VideoEASE (video monitoring), CalleASE (intercom/help calls via VoIP or analog), License Plate Recognition, License Plate Inventory, EventEASE (event reservations), Valet Parking, Pay By Phone, Hotel Guest Integrations, Validation Integrations.

4.1.4. Delivery and Installation Services – Schedule D

SCHEDULE “D” – DELIVERY AND INSTALLATION SERVICES TO BE PROVIDED

Proponents should respond to this Schedule. Responses will be evaluated.

The City of Des Moines reserves the right to contact any Proponent who fails to respond to a question to obtain a response, however, no points will be allotted to that response.

	Equipment Delivery & Installation Specifications	Response
1.1	Proponents should indicate the lead-time that would be required to deliver, install, and commission the Equipment from receipt of a purchase order.	Parking BOXX can have the new system operational 6-8 weeks from the later of artwork approval and merchant account creation, subject to site readiness.
1.2	Proponents should provide details on the proposed installation plan and commissioning of Equipment.	Our goal is to "Make Parking Easy." We want every new parking system to be a great success. Our objective is to ensure a smooth transition to the new Parking BOXX system for you, your employees, customers, and guests. In addition to equipment, BOXX will work with the City of Des Moines to ensure a smooth transition from install, through training, launch, and operation for years to come. Please see additional information on the following pages. Upon award of the contract, Parking BOXX will provide a Project Schedule that lists all of the pertinent deadlines, milestones and deliverables – a sample can be seen on the next page.....

Sample Project Schedule



PARKING ACCESS REVENUE CONTROL SYSTEMS

800-518-1230

Project Schedule

Customer: _____

Project: _____

Desired Go Live Date: _____ Last Updated: _____

KICK OFF MEETING

- ☐ Review PROJECT SCHEDULE: _____
- ☐ Review DRAWINGS & Schematics: _____
- ☐ Receive RATE STRUCTURE: _____
- ☐ Review ARTWORK Options: _____
- ☐ Merchant Account/Gateway Form: _____

4 Weeks Before Delivery

- ☐ Final DRAWINGS Approval: _____
- ☐ Receive final RATE STRUCTURE: _____
- ☐ Final ARTWORK Approval: _____
- ☐ MERCHANT ACCOUNT Received: _____

PRE DELIVERY

- ☐ Send Equipment PHOTOS to Customer: _____
- ☐ Confirm Install SCHEDULE: _____
- ☐ Confirm Training SCHEDULE: _____
- ☐ Remote Software DEMO: _____

DELIVERY/INSTALLATION

- ☐ Confirm all cables (Power, Ethernet, Loops, Video, Telephone) are in place: _____
- ☐ INSTALL DAY #__: Install Pay On Foot Machines & Management PC. _____
- ☐ INSTALL DAY #__: Install barrier gates. Each laneway may be impacted for 1-2 hours during this time. All other laneways will remain open. Barrier gates will be operational with existing system. _____
- ☐ INSTALL DAY #__: Installation of Entry and Exit stations. At this time, personnel will complete on-site training with the technicians. _____
- ☐ TRAINING. Training schedule to be customized per customer requirements. _____
- ☐ **GO LIVE:** Once training has been completed, the Parking BOXX System will be ready to start at the Hospital's convenience. _____
- ☐ TECH ON-SITE: A Parking BOXX technician will remain on-site to continue answering questions, and to provide additional training required. _____

Installation & Service

Reliability, Trust & Personalized Service

Work with the most knowledgeable install technicians, directly from the manufacturer. Our technicians have been trained to ensure your installation project runs smoothly from start to finish.

Your Installation Needs

We're on the project from start to finish, from the initial consultation to final review. Planning for system installations is a critical factor to ensuring a successful and punctual launch. From equipment location, conduit placement, to cement thickness, we're well versed in the nuances.

Drawings & Diagrams

Once you've decided to work with us, we'll provide standard system drawings and diagrams at no additional charge. We also offer custom drawings, diagrams, and 3D rendering services.

What We Deliver

Parking BOXX takes a four-phase approach: Analysis, Planning, Implementation and Operational. This staged approach ensures that you get the best returns and optimum results.

During the **Analysis Phase**, we delve into your needs and current situation, in which our team creates a roadmap, including technology and resource requirements.

In the **Planning Phase**, our team, documents technical requirements and creates a detailed implementation plan (including drawings and technical requirements) and specific timelines for achieving the roadmap objectives.

The **Implementation Phase** is next, during which our team installs, configures and deploys the required hardware and software to meet the pre-defined objectives for operational management and transitions the existing environment to the **Parking BOXX** system.

In the **Operational Phase**, we monitor the operation of your site. This phase continues through the life of Service Agreement.

Where We Add Value

We understand the technology and security and are skilled at devising a plan that maps to each individual company's needs. We understand the parking industry, technology and security. We listen to your needs – then we translate this knowledge into a plan that maps to your specific objectives & requirements. Let us help uncover hidden savings and opportunities. The **Parking BOXX** system can reduce costs, enhance profitability and improve business results.

PR/Communication Overview

Secrets to a Successful Launch

Make a great first impression. A successful launch is the perfect way to introduce your customers to the new **Parking BOXX** System and to ensure a smooth transition.



Effective & successful communications result from understanding the target audience and reaching them through the most appropriate channels in a timely fashion.

Website

Provide an easy to remember URL that will give interested parties relevant details, such as maps of payment locations, rate structures, and instructional videos.

Press & Corporate Releases

For larger systems that impact the community, press releases should be issued to announce plans and define the benefits. Alternatively, corporate releases may be prepared and distributed to relevant parties. Releases may also be issued around events and at launch.

Social Media Releases

Where do your customers follow you? Let them be the first to know via Twitter, Facebook, Google+ or Foursquare. Offer customers discounts, coupons or other incentives to encourage their support and education.

Events

Schedule a press, public, private or community event where the media and your customers will be able to touch and feel machines, ask questions, and have any concerns addressed.

Email Lists

Utilize customer, employee, or member email lists to announce news and provide a link to the site or send invitations to community or public events.

Newsletters/Mailers/Brochure

Prepare fact sheets, instructions, or fliers to inform your customers about changes. Provide documents to customers via handouts, direct mail or leaving at accessible points.

Meetings

Offer corporate, community and other groups the opportunity to have speakers attend meetings to respond to questions.

Greeters

Immediately after a new parking system implementation, Greeters may be available to answer questions and to assist with customer questions.

Signage

Large, visible, clearly marked signs will guide customers to take the necessary steps.

Training

The better trained your staff is, the more effective they'll be able to resolve issues in a timely fashion.

1.3	Proponents should provide details on all mechanical and electrical requirements for the proper installation and operation of the Equipment.	The City of Des Moines must perform all necessary civil work (concrete, 120V electrical with 20 Amps per laneway, network/Ethernet, data communication, phone lines) and provide associated permits, as required. Upon receipt of deposit payment, Parking BOXX will provide laneway drawings and work closely with the City to ensure the site is properly prepared for the new system installation.
1.4	Proponents should provide details on any other Site pre-installation requirements, unique requirements, or exclusions regarding the Equipment installation.	The City of Des Moines must perform all necessary civil work (concrete, 110/120V electrical with 15 Amps per laneway, network/Ethernet, data communication, phone lines) and provide associated permits, as required. Upon contract award, Parking BOXX will provide laneway drawings and work closely with the City to ensure the site is properly prepared for the new system installation.

4.1.5. Training and Documentation – Schedule E

SCHEDULE “E” – TRAINING AND DOCUMENTATION

Proponents should respond to this Schedule. Responses will be evaluated.

		ABILITY TO MEET SPECIFICATION (checklist ✓)		
		Agree	Disagree	COMMENTS
1.1	Proponent will provide a minimum of one (1) hard copy of all manuals.	X	☐	Parking BOXX will provide one (1) printed copy of all manuals with the initial shipment of equipment.
1.2	The equipment documentation will contain all of the information required for all operation and maintenance of the equipment.	X	☐	Equipment documentation contains all information required to operate and maintain the equipment.
1.3	The equipment documentation will be updated if required at no charge to The City of Des Moines.	X	☐	Equipment documentation will be updated at no charge, if required.
1.4	Following the installation, Proponent will provide initial training by qualified personnel to the staff of the City of Des Moines at no additional cost.	X	☐	Training on all hardware and software is included in the proposal pricing. Please see the following pages for additional Training info....

Training Courses

Overview

Parking BOXX offers many training courses, which may be customized to meet operational requirements. Course time depends on the number of trainees, general knowledge of trainees, and desired breadth of subject area to be covered by the trainer.

New Gated Systems Training Courses

Front-Line Operator/Cashier (Basic) 2 to 4 hours

Includes an overview of the parking system. Covers logging in/out of cashier station, scanning tickets, processing credit cards, cash and providing change, issuing receipts, changing printer paper, dealing with lost tickets and shift changes.

Supervisor 4-8 hours

Includes an overview of the parking system. Covers logging in/out of **EASE Management Software**, changing passwords, monitoring counts, system activity, logs, running basic and advanced reports, enabling/disabling cards and groups, programming rates, passes, coupons, configuring counters, holidays, access controls.

Account and Financial Management 2 hours

Includes an overview of the parking system. Covers logging in/out of **EASE Management Software** to generate reports, detailed review of reports, cash removal from vaults and vault tracking.

General Maintenance & Operations 1 to 3 days

Includes an overview of the parking system. Covers hardware overview, **EASE** overview, cash vault removal, component maintenance, gates, intercoms, adding/deleting Access card users, **EASE** detailed review and service and support options.

Advanced Maintenance TBD

This advanced maintenance course is geared toward Clients who have a maintenance staff and wish to perform many maintenance items in-house. This course is based on the Client's system and maintenance needs.

System Administrators 2-8 hours

Includes an overview of the parking system. Covers the **Parking Server** and maintenance procedures to ensure the PC is maintained in good working order, diagnostic procedures, system backup and restore, system devices, BUS devices, RS-485 Interface and may also include **EASE Management Software**, Access card maintenance, and Cashier training.

Sample Training Outline

General Maintenance & Operations

Sample training topics show what a one-day training session may entail for the installation of a Gated System. Training will be customized to meet your specific operational requirements.

DAY 1

Overview

Welcome & Overview:

Describe the purpose of the training materials and provide an overview of customer's new system.

Introductions: Understanding & defining role of participants

Hardware

Machines & Components:

Entry Machine, Exit Machine, Barrier Gate, Pay On Foot

Hardware Overview:

- LCD/Touchscreen
- Credit Card (P2P)
- Coin Acceptor
- Bill Validator
- Bill Dispenser
- Printer
- Controller, PC
- Locks, Cabinet & Hinges
- UPS Battery
- Heater, Thermostat
- Prox Card Reader
- Barrier Gates

Software

EASE: Overview

- Log In/Out
- Monitor System Events
- Opening Gates
- Generate Reports
- Daily Audit Procedures
- Coupons

Cash Collection:

- Audit & Status Reports
- Removing Coin Vault
- & Bill Acceptor Vault
- Removing Bill Dispenser Vault
- Opening Vaults
- Vault Tracking

Component Maintenance:

- Printer
- Bill Validator
- Coin Acceptor
- LCD/Touchscreen
- Locks, Hinges
- Maintenance & weather

Gates:

- Automatic Opening
- Manual Opening
- Safety Features
- Locks

Intercom:

- Call Button
- Remote Functionality
- Automatic Call End/Reset

Access Cards:

- Identify icons and setting user/admin passwords.
- Add/Delete Users
- Web Reports/Service Controls
- Setting Up Lot, Adding Devices
- Set pass back, timers

DAY 2

Parking Server

EASE: Detailed Settings

- Software Settings
- Languages
- Printed Documents

Rates, Passes & Coupons

Reports

Merchant Account & Credit Card Processing

Support

Knowledge Base

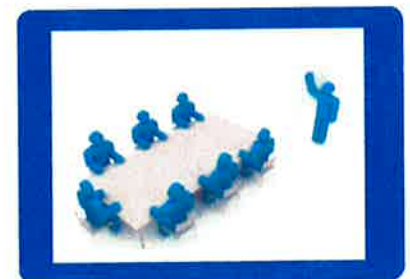
Remote Support:

- Email
- Phone
- Tier 1 & 2

On-Site Service:

- Phone
- Response

Questions



Training: the power of knowledge

By providing our customers with an understanding of the full power of their system, our training professionals ensure you get the most out of your investment with **Parking BOXX** for years to come.



Whether the training is for a new system, new employees or a refresher course, our trainers are dedicated to teaching your employees how to maximize the effectiveness of their Parking BOXX solution.

On-Site Training

Our flexible hands-on training is targeted to small or large groups. Instructors will give an overview of the equipment features and functionality as well as provide training specific to the system and needs.

Remote Training

On-Line Training: For employees who prefer on-demand training, **Parking BOXX** offers flexibility to engage in training when and where it is convenient for the user. Internet training sessions are available 24/7 and will provide your employees with the ability to initiate training when and where they require, using office desktops, laptops, tablets and other mobile devices. Training sessions are arranged into modules which will allow for easy access for refresher training on specific product features and functionality.

Webinar Training: For your employees who enjoy technology based training, but also prefer training to be instructor led, **Parking BOXX** offers the best of both worlds. Virtual classroom training can be provided via Webinar.

Participants can remain at their desks and participate in a classroom style training session. There is a maximum of 10 participants. Students will have the ability to ask questions and interact live with the instructor.

Customized Training

Parking BOXX can work with your employees to support any unique training requirements. If you would like a combination of our training offerings, **Parking BOXX** will work to satisfy your needs by creating a customized training plan for your organization. Please contact us to discuss any special training requirements.

Training Certificates

After completing specified training modules, earn Certificates by completing courses and passing tests to show competency within a subject area: Hardware, Management Console and Advanced Management Console.

Help us to help you

Professionally trained staff will result in increased cost savings, through more efficient use of your **Parking BOXX** equipment. Encourage your employees to take the time to learn.

4.1.6. Warranty Services – Schedule F

SCHEDULE “F” – WARRANTY SERVICES TO BE PROVIDED

Proponents should respond to this Schedule. Responses will be evaluated.

Where the Equipment being proposed meets the specification as listed in the applicable section, Proponents are requested to “check” or “X” the “yes” box and provide comments if applicable.

Where the Equipment being proposed differs from the specification as listed in the applicable Section, Proponents are requested to “check” or “X” the “no” box and provide comments if applicable.

The City of Des Moines reserves the right to contact any Proponent who fails to respond to a question to obtain a response, however, no points will be allotted to that response.

		ABILITY TO MEET (checklist ✓)		
		YES	NO	COMMENTS
1.1	The Equipment warranty period will be deemed to start upon the successful completion of the acceptance testing and complete functionality of all purchased Equipment as performed and assessed by The City of Des Moines, hereinafter the “Warranty Start Date”.	X	☐	Confirmed.
1.2	The Equipment warranty period for labor during normal business hours will last a minimum of one (1) year from the “Warranty Start Date”.	X	☐	The Standard Warranty will be one (1) year for Labor, during normal business hours.
1.3	The Equipment warranty period for parts will last a minimum of one (1) year from the “Warranty Start Date”.	X	☐	The Standard Warranty will be one (1) year for Parts.
1.4	Proponent will provide unlimited remote (phone/e-mail) technical support, with on-site back-up support if required, at no additional charge during the warranty period, during normal business hours.	X	☐	The Standard Warranty includes unlimited remote support, and on-site service if required, during normal business hours.
1.5	Proponent will provide, at no additional cost to The City of Des Moines, all Equipment upgrades which are corrective in nature and initiated due to any device faults, regulatory requirements, or safety reasons for the Equipment warranty period.	X	☐	Confirmed.

Please see the Standard Warranty on the next page....

Parking **BOXX** Standard Warranty

WARRANTY: General Terms and Conditions:

Start Date. The Warranty Start Date shall commence on the date Equipment ships from **BOXX** or if the System is installed by **BOXX** the date on which the Equipment is verified to be operational. Extended Warranties renewals shall be extended from the end of the prior contract termination date.

Non-transferable. Warranty is valid only for the original purchaser of Equipment and is not transferable.

Warranties. Warranties contained herein are in lieu of all other warranties express or implied, including warranties of merchantability and fitness for a particular purpose and exclude all liability for incidental or consequential damages for any cause.

Terms. Terms may be changed for renewals or extensions of Warranty coverage.

Recall or Safety Notice. If there is a recall or safety notice issued by **BOXX** for a particular model of Equipment, notice shall be sent to Customer, and Equipment shall be updated at no charge to Customer.

Limitations. All Warranties offered herein are subject to Limitations of Warranty set forth below.

Modification. No employee or representative of **BOXX** may modify the Warranty unless there is a writing signed by a **BOXX** corporate officer.

STANDARD WARRANTY

Defects. **BOXX** warrants that Equipment shall be free from defects in materials and workmanship for one year from the Warranty Start Date. Equipment deemed defective shall be repaired or replaced pursuant to the discretion of **BOXX**, and replaced and repaired parts shall have free shipping to the customer.

Labor. **BOXX** guarantees labor for new System Installations for a period of one year after the System has been verified to be operational. This excludes Routine Maintenance.

For one year from the Warranty Start date, the Standard Warranty also includes:

Unlimited Remote Support is during Business Hours.

Discounted Remote Support during non-Business Hours.

Software Maintenance Releases are included for a period of one year.

EXTENDED WARRANTY

Availability. Extended Warranties are only available to Customers who have Equipment installed and serviced exclusively by **BOXX** and have an active Warranty for that Equipment with **BOXX**.

Right to Inspect. If an Extended Warranty is requested on Equipment that has been installed or serviced by a

third party, **BOXX** reserves the right to inspect the Equipment and refuse the request.

Options. Only supported Equipment and Software qualify for Extended Warranty options, which may include:

Unlimited Remote Support & Software Upgrades

Preventative Maintenance

On-Site Service coverage under the Extended Warranty includes all necessary labor to return the Equipment to Working Service. However, this does not include labor for service classified as Routine Maintenance.

WARRANTY EXCLUSIONS: Warranties offered by **BOXX** do not cover:

Consumables including paper, proximity cards, arm replacement etc. Any work performed by electrical, telecommunication or civil contractors selected by Customer, resolving paper jams, coin jams, bill jams, replacing items that require only basic hand tools such as a screwdriver/wrench/pliers, resetting equipment and plugging in cables, and remote troubleshooting with a technician. Third party items, not provided by **BOXX**, such as routers, Ethernet cables, WiFi access points, etc. Local backup or recovery of Software or data, Software reinstallation due to the general computer related problems, such as viruses, new computer, or disk failure, Training on new or enhanced features. Normal wear and tear, including repair and replacement of parts due to normal wear and tear.

Warranty Support Requests received after the expiration of the Warranty Period. Damage due to acts of god or nature.

Any other defects, indemnity or damage not resulting from defects in materials or workmanship.

VOIDING WARRANTY: Warranty coverage shall be void upon: Improper use of product, abuse or misuse, including but not solely limited to the failure to use this product for its normal purposes or in accordance with **BOXX**'s instructions on usage and maintenance.

Connection to a faulty power source, a power source that surges or a power source with incorrect voltage.

Installation by an unauthorized service center.

Use not consistent with the instructions and technical or safety standards prescribed in the product user manual. Alteration, modification, disassembly or unauthorized repair or attempted repair of Components. Usage of the product in conjunction with accessories that are not approved by **BOXX** in writing for use with this product. User inflicted intentional or accidental damage or vandalism. Alteration, deletion, or removal of the serial number or manufacturer labels or security stickers.

4.1.7. Post-Warranty Services – Schedule G

SCHEDULE “G” – POST-WARRANTY SERVICES TO BE PROVIDED

Proponents should respond to this Schedule. Responses will be evaluated.

The City of Des Moines reserves the right to enter into a post-warranty service agreement in accordance with this Schedule, at its sole discretion. This agreement may be entered into at any time prior to, or upon the expiration of the warranty at the pricing proposed.

Where the post-warranty being proposed meets the guideline specification as listed in the applicable section, Proponents are requested to “check” or “X” the “yes” box and provide comments if applicable.

Where the post-warranty being proposed differs from the guideline specification as listed in the applicable section, Proponents are requested to “check” or “X” the “no” box and provide comments if applicable.

The City of Des Moines reserves the right to contact any Proponent who fails to respond to a question to obtain a response; however, no points will be allotted to that response.

	Post-Warranty Specifications	ABILITY TO MEET SPECIFICATION (checklist) ✓ or X		
		YES	NO	COMMENTS
1.1	Post warranty service is offered by the Proponent.	X	☐	Confirmed, Parking BOXX offers post-warranty service.
1.2	Post warranty service offerings for 2 years and 4 years have been included with the Proposal. Proponents should include details on all post-warranty service offerings. Details should be provided on what is included in the offerings and what standard warranty exclusions apply.	X	☐	Parking BOXX recommends post-warranty options that include Parts & Labor & Unlimited Remote Support, thereby providing ALL Standard Warranty inclusions. The costs for 2-year and 4-year offerings are provided under SCHEDULE “H” - PRICING. In addition, DISCOUNTS are provided under s.4.1.10 Supplier Incentives for any post-warranty option that is purchased at the SAME TIME as the main system.

4.1.8. Pricing – Schedule H**SCHEDULE “H” – PRICING**

Proponents **must** respond to this Schedule. Responses will be evaluated.

Proponents should be aware that Schedule H is a Mandatory Requirement.

Pricing quoted **must** include all associated fees/expenses, and be *exclusive* of applicable taxes.

1. Total Equipment cost:

- Equipment proposed must be new, and not refurbished.
- Proponents **shall** submit the total Equipment cost plus itemized costing showing how they arrived at the total Equipment cost.
- The itemized costing should include:
 - A complete listing of all items in the Equipment offering, including quantities, as per Schedule “C”
 - Delivery and installation costs, as per Schedule “D”
 - Training & documentation costs, as per Schedule “E”
 - Basic warranty costs, as per Schedule “F”
 - Any and all other costs must be clearly identified

[Please see next page for Total Equipment cost....](#)

Part #	Description	Qty	Unit Price	Total Price
Schedule "C" - Equipment				
EEB-100	ENTRY BOXX WHITE Stainless Steel Cabinet, Custom Faceplate, Barcode Ticket Printer, High-Contrast Customer Interface Display, Proximity Card Reader & Controller, Analog Intercom & Remote Gate Open, Heater, Opticom, UPS	5	\$14,900	\$74,500
EEB-300	EXIT BOXX WHITE Stainless Steel Cabinet, Custom Faceplate, Barcode Ticket/Coupon Scanner, EMV Chip Credit Card Reader & PINpad, Receipt Printer, 12" Display, Proximity Card Reader & Controller, Analog Intercom & Remote Gate Open, Heater, UPS	6	\$17,900	\$107,400
PAY-100	PAY BOXX BIG BLUE Custom Faceplate, 15" Touch Screen, Barcode Ticket/Coupon Scanner, Coin Acceptor & Change, Bill Acceptor, EMV Chip Credit Card Reader & PINpad, Receipt Printer, Intercom, UPS	3	\$27,900	\$83,700
DTP-300	Validation BOXX Tablet-Design, Touch Screen & Scanner	6	\$2,900	\$17,400
BGS-100	BARRIER GATE STAINLESS WHITE Built-In Receiver & 2 Remote Transmitters, Heater	11	\$2,995	\$32,945
ARM-012	BARRIER GATE ARM 12' w/Red Reflective Tape	11	\$225	\$2,475
VLD-110	VEHICLE LOOP DETECTOR 110/120V	16	\$195	\$3,120
SCL-256	SAW CUT & SEAL LOOP	16	\$400	\$6,400
EASE-S01	EASE PARKING SERVER DESKTOP EASE Management Software, PC Server, Monitor, KB & Mouse, ACI-100 RS-485, Coupons Printer, UPS NOTE: Upon request, a Rack Mount Server can be provided instead of the Desktop form factor with peripherals outlined above.	1	\$29,900	\$29,900
Schedule "D" - Delivery & Installation				
SSS-501	INSTALLATION Mount & Bolt, Hook Up & Commission BOXX Factory Technician will remain at site for the first 3 days of system operation.	1	\$8,900	\$8,900
FREIGHT	FREIGHT & HANDLING	1	\$2,900	\$2,900
Schedule "E" - Training & Documentation				
SSS-601	TRAINING & DOCUMENTATION	1	\$1,900	\$1,900
Schedule "F" - Basic Warranty				
WAR-001	STANDARD WARRANTY	1	\$0	\$0
System Subtotal				\$371,540
City of Des Moines Special System Discount (25%)				-\$92,885
City of Des Moines Total Equipment Cost				\$278,655

2. Consumables Costs:

- Proponents **shall** submit a listing of consumables and associated pricing. Pricing should be provided per unit of measure sold.

Part #	Description	Qty	Unit Price
PAP-500	THERMAL TICKET ROLL (BOX OF 5)	1	\$240
PAP-700	BLANK COUPONS (6000)	1	\$325
PAP-701	PRE-PRINTED & PROGRAMMED COUPONS (600)	1	\$75

3. Spare Parts Costs:

- Proponents **shall** submit a listing of recommended spare parts, recommended quantities, and associated pricing. Pricing should be provided per unit of measure sold.

Part #	Description	Qty	Unit Price	Total Price
ARM-012	BARRIER GATE ARM 12' w/Red Reflective Tape	2	\$225	\$450
VLD-110	VEHICLE LOOP DETECTOR 110/120V	2	\$195	\$390
ACB-100	ACCESS CONTROL BOARD SINGLE READER	1	\$1,495	\$1,495
ACB-004	ACCESS CONTROL BOARD COMMUNICATION CHIP PACKAGE	4	\$50	\$200
CON-707	COIN VAULT	3	\$300	\$900
BIL-503	BILL CASSETTE 400 NOTE	3	\$375	\$1,125
PRN-500	THERMAL PRINTER AUTO CUT	1	\$2,495	\$2,495
BGP-819	BARRIER GATE CONTROLLER	1	\$495	\$495
EEC-100	ENTRY BOXX CONTROLLER	1	\$3,900	\$3,900
EEC-200	EXIT BOXX CONTROLLER	1	\$3,900	\$3,900
Total Recommended Spare Parts				*\$15,350

***Spare Parts ordered WITH the main system will receive a 15% discount from the prices shown.**

4. Post- Warranty Costs:

- Proponents **shall** indicate all costs associated with their post-warranty offerings, as per Schedule "G".

The following Post-Warranty options would provide Standard Warranty coverage (Parts & Labor & Unlimited Remote Support, during normal business hours) and would begin AFTER completion of the 1-Year Standard Warranty. Please see s.4.1.10 Supplier Incentives on Page 51 for a discount offer.

Part #	Description	Qty	Unit Price
EXW-002	2-YEAR PARTS & LABOR EXTENDED WARRANTY	1	\$58,000
EXW-004	4-YEAR PARTS & LABOR EXTENDED WARRANTY	1	\$125,000

4.1.9. References – Schedule I

SCHEDULE “I” – REFERENCES

Proponents must respond to this Schedule. Responses will be evaluated.

Proponents should be aware that Schedule I is a Mandatory Requirement.

Proponents shall submit a minimum of three (3) Reference client accounts.

Include the following information for each Reference:

- Client Name & Location (City/State)
- Contact Person – Name, Title, Phone, E-Mail
- Description of Services Provided

COMPANY NAME	CONTACT & TITLE	PHONE & E-MAIL	INSTALLATION LOCATION
1 City of Little Rock Little Rock, AR	James ‘Doc’ Doolittle Senior Director of Facility Maintenance & Engineering	501-370-3276 doc@littlerock.com	BOXX was the successful RFP proponent to install a new PARCS at the River Market Parking Deck. The project went live in August 2014, with installation of a second garage in the works for summer 2015.
2 Utah State University Logan, UT	James Nye Director, Parking & Transportation Services	435-797-3475 james.nye@usu.edu	BOXX was the successful RFP proponent for this cold weather project that went live in January 2015. A complete PARCS system was provided for the main campus garage and two adjoining surface lots.
3 Lawton Ft. Sill Regional Airport Lawton, OK	Barbara McNally Airport Director	580-353-4869 x301 barbara@flylawton.org	BOXX was the successful RFP proponent to replace the Parking Access & Revenue Control System at this regional airport in Oklahoma. The project went live in September 2015, and equipment for an additional laneway was installed in Q1 2016.

Please see some reference sites info on the next pages....

CITY OF LITTLE ROCK

Little Rock, AR

REFERENCE SITE



First EMV-Enabled chip & PIN Unattended Parking System in the United States

Site Location: River Market Parking Garage
Convention Center Garage
Robinson Center Parking Deck
Little Rock, AR
Owner: City of Little Rock
Contact: James 'Doc' Doolittle,
Senior Director of Facility
Maintenance and Engineering
Tel: 501-370-3276
E-mail: doc@littlerock.com

The River Market District is located in the heart of Little Rock on the banks of the Arkansas River. Featuring two open-air pavilions, a 7,500 capacity amphitheater on the river and an unparalleled indoor food bazaar, the district offers a mix of the rich entertainment, dining, shopping and cultural experiences.

The Statehouse Convention Center is conveniently located in downtown Little Rock. The Convention Center is approximately 220,000 square feet of public, meeting, and exhibit space situated near several hotels and only a short drive from the Little Rock National Airport.

The Robinson Center is a major convention center located in the Statehouse Plaza in downtown Little Rock. The Robinson Center Parking deck serves visitors and tourists visiting the Center as well as guest staying at the Doubletree Hotel.

BOXX was the successful proponent under an RFP to provide a new Parking Access & Revenue Control System (PARCS) for the City of Little Rock, Arkansas at the River Market Parking Deck (which went live in August 2014), Convention Center Garage and the Robinson Center Parking Deck. This system provides parking to guests of the attached hotel and cashiers utilize many validations for weekly functions nearby. The increased revenue generated has prompted the City Council to approve funds for equipment replacement at other garages. Two additional City garages were automated with **BOXX** equipment in May 2016.

- 3 City Garages
- 12 Lanes
- 1800+ parking spaces
- Automated Payment Machines, Cashier Stations
- Hotel
- Validations





Full-Featured Parking System for University Campus Serving High Volume Parking

Site Location: Utah State University
Logan, UT
Owner: Utah State University
Contact: James Nye, Director – Parking & Transportation Services
Tel: 435-797-3475
E-mail: james.nye@usu.edu

Founded in 1888, Utah State University evolved from a small-town college nestled in the Northern Utah Mountains to a thriving research university respected around the world. USU offers a diverse array of programs and degrees which attracts students from all across the United States and globally. USU serves over 28,000 students which generates high parking volume during the school year.

BOXX was the successful proponent under an RFP to replace existing Parking Access & Revenue Control Systems (PARCS) for Utah State University in Logan, Utah. Systems at the Big Blue Parking Garage and two adjacent surface lots went live in the first week of January 2015. A project with an extremely quick delivery time request, **BOXX** submitted a bid stating the system would be ready for use 6 weeks from receipt of deposit payment. The site was ready in 5 weeks, including shipping time. The existing system at another of the University's campus garages was automated with **BOXX** equipment in September 2016.



- 2 Main Campus Garages and Surface Lots
- 10 Lanes
- Entry & Exit Stations
- Pay on Foot Stations
- Intercoms & Card Access
- Ease Management Parking Software



LAWTON-FORT SILL REGIONAL AIRPORT

Lawton, OK

REFERENCE SITE



Site Location: Lawton-Fort Sill Regional Airport
Lawton, OK
Owner: City of Lawton
Contact: Barbara McNally, Airport Director
Tel: 580-353-4869 ext. 301
E-mail: Barbara@flylawton.org

Lawton-Fort Sill Regional Airport is a city-owned airport, located a few miles outside of Lawton, Oklahoma. This airport has served the southwest region of Oklahoma since 1950's and is one of the major transportation hubs of the region. It is also used for military aviation by the nearby air force bases.

BOXX was the successful proponent to replace the Parking Access & Revenue Control System (PARCS) for the General Parking Lot at this regional airport in Lawton, Oklahoma. This project went live in September 2015.

- Short-term and Long-term Parking Lots
- Multiple Entry/Exit Lanes
- Pay on Foot Station



Borough of West Chester

West Chester, PA

REFERENCE SITE



City Parking Garage Catering to University Students

Site Location: Borough of West Chester
West Chester, PA

Owner: Borough of West Chester

Contact: Clark Elms, Parking Director

E-mail: celms@west-chester.com

BOXX was the successful RFP proponent to replace and install a new and upgraded Parking Access & Control System (PARCS) at the Sharpless Street Parking Facility for the Borough of West Chester in September 2016. This facility provides convenient and affordable parking in for students as well as visitors to downtown.

The Borough wanted to brand their equipment in the purple and gold colors to show their school spirit and to add the Borough's logo to the equipment.

The Borough of West Chester is located in Chester County, Pennsylvania, only 25 miles west of downtown Philadelphia. The scenic Borough is the home to many historical attractions such as Valley Forge, Marsh Creek State Park, the Brandywine River Museum, as well as the a major state school, West Chester University.



- Parking Garage in Prime Location
- 420 Spaces
- Entry and Exit Lanes
- Barrier Gates
- Access Control Pedestals
- 24-hour Accessible Pay Stations
- Short-term/Long-term Parking



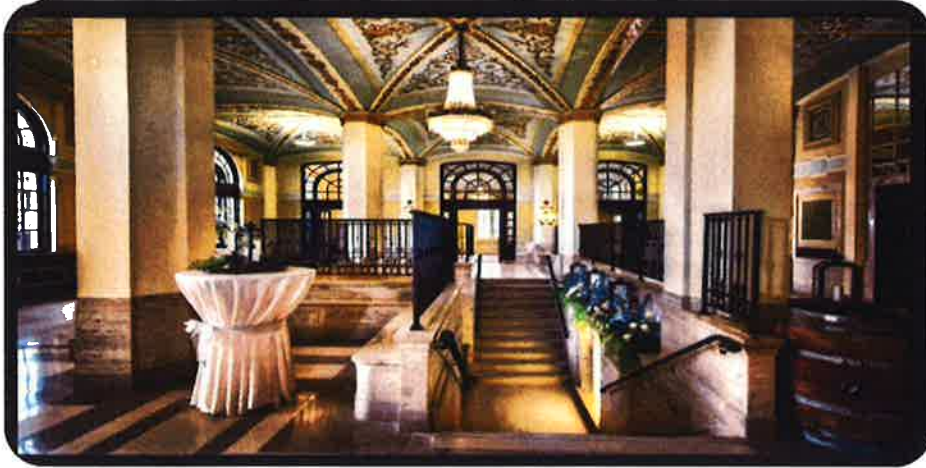
HISTORIC ONESTO LOFTS

184

Canton, OH

Parking**BOXX**

REFERENCE SITE



Site Location: Historic Onesto Lofts
Canton, ON
Owner: Coon Restoration & Sealants Inc.
Contact: Brett Haverlick, *Project Manager*
Tel: 330-875-2100
E-mail: bhaverlick@coonrestoration.com

Coon Restoration & Sealants, Inc. is a premier masonry contractor that specializes in historic preservation projects. Coon undertook the restoration of the Historic Onesto Lofts in downtown Canton. With the re-opening of The Historic Onesto Lofts in the fall of 2014, residents and visitors can enjoy taking a step back in time to 1930's luxury while enjoying the updated amenities and conveniences of today. The deluxe 12-story building contains 45 units, complete with luxury apartments and furnished corporate suites for short-term stays.

BOXX successfully replaced and installed new complete Parking Access & Revenue Control System (PARCS) for the centrally-located Historic Onesto Lofts in downtown Canton, Ohio. This multi-level garage provides parking to the residents of the Lofts as well as to the tourists and locals visiting the downtown district for the nearby shopping, restaurants and nightlife. **BOXX** is currently in discussions with the site's parking management company to replace automated systems at other nearby locations.

- 4-Level Garage
- 2 Entry Lanes
- 2 Exit Lanes
- Pay on Foot Station
- Cashier Station
- Ease Management Parking Software



4.1.10. Supplier Incentives

If a Post-Warranty option (2-Year or 2-Year) is purchased at the SAME TIME as the system purchase, the prices will be discounted as follows:

Part #	Description	Qty	Unit Price
EXW-002	2-YEAR PARTS & LABOR EXTENDED WARRANTY	1	\$58,000 \$48,000
EXW-004	4-YEAR PARTS & LABOR EXTENDED WARRANTY	1	\$125,000 \$99,000

4.1.11. Subcontracting – Schedule J

SCHEDULE “J” – SUBCONTRACTING

Proponents should provide details of any Subcontractors who will be used in the performance of the work under this RFP.

Include the following information for each Subcontractor:

- Subcontractor Name & Location (City/State)
- Description of Services to be Provided

Parking BOXX is the manufacturer, not a reseller for someone else’s equipment. As such, all equipment will be provided by **BOXX**, and Factory Technicians will perform the installation and provide ongoing support for the new system.

Upon contract award, **Parking BOXX** will begin the process of forming a partnership with an electrical contractor located near the Marina & Beach Park. If The City of Des Moines has a preferred company, **BOXX** would reach out to them and provide full system training during the installation process. This commitment will not only ensure ongoing support by Factory Technicians, but also a local company that has been trained to provide service for the parking system.

In addition, during the installation process employees from The City of Des Moines will receive training on all hardware and software. The vast majority of issues encountered can be resolved in a few minutes via on-site personnel and remote support (included during the warranty period). Most sites, particularly public entities with skilled employees, find this to be the most effective process for maximizing up-time.

4.1.12. Technology Requirements – Schedule K

SCHEDULE “K” – TECHNOLOGY REQUIREMENTS

Proponents must respond to this Schedule. Responses will be evaluated.

Proponents should be aware that Schedule K is a Mandatory Requirement.

Architecture & Interfaces

- 1) The application must use an *n*-tier architecture (multiple server layers – Web server, Application server, Db). **Confirmed.**
- 2) The application must be designed to use one of the following (select one or More as appropriate):
 - a) A pass-through URL redirect to a processors website to collect CHD
 - b) A URL hosted on a city website that redirects to a processors website to collect CHD
 - c) An API to be installed on a City Application server
The EMV certified hardware and payment application have all settings on that device, which connects directly to the merchant account gateway, which is the most secure way to deal with CHD.
- 3) The application must use one of the following type of authentication (select one or More as appropriate):
 - a) Forms authentication (PAM, ASP.NET, etc.) **Confirmed.**
 - b) Windows Native Authentication
- 4) The application must log all user interactions. **Confirmed.**
- 5) The application must not use any shared accounts, i.e. all users must have unique user IDs **Confirmed.**
- 6) The application must run with privileges less than local, domain or enterprise administrator for Windows or Root for Unix/Linux **The Parking Server must have Administrator privileges to ensure proper communication between the Parking Server and all parking devices.**
- 7) The application must not store CHD or any kind, even if encrypted **Confirmed.**
- 8) Vendor must state any other client requirements for document access and manipulation.
Application documentation is provided with system purchase.

Security Architecture

- 9) System supports 128-bit encryption or greater and TLS 1.1 or greater for data in transit. **Confirmed.**
- 10) System masks the presentation of sensitive data as determined by the City based on user security. **Confirmed.**
- 11) The systems must be able to operate on a system that has had the Center For Internet Security's (CIS) OS/Device benchmark security applied to it prior to installation of the software supporting the payment system. **Specific ports must be opened and URL access must be granted to ensure proper parking system operation.**
- 12) All devices must write logs in Syslog format and be made available to be aggregate with the City's log archive. **Parking System device logs are available only in a text format.**
- 13) The system must function on the City's hardened network infrastructure (Switches, routers and firewalls hardened with CIS benchmarks). **Such infrastructure must be configured to meet Parking BOXX specifications to ensure proper communication between devices.**
- 14) The vendor must use the City's access controls to support the system. **Not sure what this references. Please clarify.**

Authentication

- 15) The underlying operating system must use the City's Active Directory infrastructure for authentication and authorization. [The Parking BOXX system does not use AD. However individual workstations where users log in to access the software may utilize AD.](#)
- 16) The ability for the systems to natively use multifactor authentication is desirable. [Username and password is the supported method of authentication.](#)
- 17) Applications must be able to support complex passwords (three out of four authentication characteristics such as Upper case, Lower case, numbers, and special characters) greater than 7 characters in length. [Confirmed.](#)

Parking **BOXX** Additional Information



Best Price Guarantee

If you have an apples-to-apples quote lower than our Total System Price, **Parking BOXX** will **beat it by 5%!**
Buy direct from the Manufacturer & SAVE.

City of Des Moines is responsible to provide all civil work (concrete, 120V electrical with 20 Amps per lane, network/Ethernet, data communication, phone lines) and associated permits, as required. **BOXX** will provide laneway drawings upon receipt of deposit.

ADDENDUM -- **BOXX** confirms having received and reviewed Addendum No. 1.

SOFTWARE LICENSING -- Purchase includes Software Licensing for the lifetime of the system.

PARKING SERVER -- All equipment quoted must operate on the same LAN as the Parking Server.

VALIDATORS -- Validation BOXX terminals must operate on the same LAN as the Parking Server. Units not on the same LAN will incur a fee of \$129 prepaid annually.

CC-PROCESSING -- City of Des Moines to open an account with Moneris Solutions for all EMV credit/debit card transactions processing.

BILL DISPENSER -- A 2-note Bill Dispenser can be added to any Pay BOXX for \$5900 per unit. Spare cash cassettes are \$650 each (recommend 2 spares per dispenser).

DELIVERY & SCHEDULE -- **BOXX** can have the system operational 8-10 weeks from the later of artwork approval or merchant account creation, subject to site readiness.

PAYMENT TERMS -- 50% Deposit; 50% Upon Completion

THE PRICING IN THIS PROPOSAL IS VALID FOR 90 DAYS ONLY

N Lot / BP Parking		Project #	310.404.045	Summary Project Description:						
TOTAL PROJECT SCOPE				PROJECT ALLOCATIONS BY YEAR						
Expenditures	1/1/16 Current CIP Budget	2016 CIP Supplemental Request	2016 Revised CIP Budget Estimate	Project to Date 12/31/15	Estimated Year End 2016	Planned Year 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	
Design										
External Engineering (Bid Consultation)		10,000	10,000			10,000				
Prop/ROW/Easements										
Construction										
Internal Proj Mgmt/ Installation Labor		20,000	20,000			20,000				
Parking Equipment Contract		285,410	285,410			285,410				
Concrete Work Contract		74,590	74,590			74,590				
Other										
Interfund Financial Services		4,000	4,000			4,000				
Contingencies	125,000	(119,000)	6,000	-		6,000				
Total Project Expense Budget:	125,000	275,000	400,000	-	-	400,000	-	-	-	

Funding Sources			PROJECT ALLOCATIONS BY YEAR								
	1/1/16 Current CIP Budget	2016 CIP Supplemental Request	2016 Revised CIP Budget Estimate	Project to Date 12/31/15	Scheduled Year 2016	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020		
Transfer in General Fund (One Time Prop Tax Revenue)	125,000	-	125,000	-		125,000					
REET 2		275,000	275,000	-		275,000					
Total Project Revenue Budget:	125,000	275,000	400,000	-	-	400,000	-	-	-		

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December 8, 2016

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COUNCIL PRESENTATION

December 8, 2016

GOOD EVENING MAYOR AND COUNCILMEMBERS

AT THE COUNCIL MEETING ON NOVEMBER 17TH, WE DISCUSSED THE OPERATING PLAN FOR PAY PARKING IN THE MARINA AND BEACH PARK AND THE EQUIPMENT THAT WAS NEEDED TO IMPLEMENT THE PLAN.

TONIGHT WE ARE HERE WITH A RECOMMENDATION FOR THE PURCHASE OF THE EQUIPMENT.

THE CITY RECEIVED TWO RESPONSES TO THE REQUEST FOR PROPOSALS PUBLISHED IN SEPTEMBER. BOTH COMPANIES ARE ESTABLISHED IN THE INDUSTRY AND THERE ARE NO MAJOR DIFFERENCES IN THEIR CAPABILITIES.

OPERATIONALLY, THE MAJOR DIFFERENCE BETWEEN THE TWO MANUFACTURERES IS THAT ONE COMPANY, PARKING BOXX, INC. USES STAINLESS STEEL CABINETS FOR THEIR EQUIPMENT. WHEN WEIGHT IS NOT A FACTOR, THE MARINA STAFF PREFERS USING STAINLESS STEEL.

IN ADDITION, THE PARKING BOXX, INC. PROPOSAL IS SIGNIFICANTLY LESS THAN THE OTHER PROPOSAL.

BASED ON THESE TWO FACTORS, PLUS THE COMMENTS RECEIVED FROM OTHER PARKING BOXX CUSTOMERS, THE STAFF RECOMMENDS THAT THE CITY PURCHASE THE NEEDED EQUIPMENT FROM PARKING BOXX, INC.