

AGENDA

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

January 09, 2020 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

SWEARING IN OF COUNCILMEMBERS

SELECTION OF MAYOR

SELECTION OF DEPUTY MAYOR

CORRESPONDENCE

COMMENTS FROM THE PUBLIC – 20 minutes

***Please Note:** Public comment will be limited to 20 minutes. If time allows, we will resume public comment at the end of our meeting after all official business has been conducted.*

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

CONSENT CALENDAR

Page 3

Item 1:

APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through January 02, 2020 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#159473-159780	\$3,607,110.56
Void Checks from Previous Check Runs		
	#159529-159529	\$ (9521.58)
Electronic Wire Transfers	# 1351-1366	\$ 758,953.36
Payroll Checks	# 19311-19318	\$ 9,987.44
Payroll Direct Deposit	#490001-490181	\$ 468,056.00
Payroll Checks	# 19319-19332	\$ 12,950.03
Payroll Direct Deposit	#510001-510177	\$ 335,130.33

Total Checks and Wires for A/P and Payroll: \$5,182,666.14

- Page 5 Item 2: APPROVAL OF MINUTES
Motion is to approve the November 14, 2019 and November 21, 2019 City Council Regular Meeting, the December 5, 2019 Special Meeting and the December 5, 2019 Study Session Minutes.
- Page 21 Item 3: 2020-2025 KING COUNTY PARKS PROPERTY TAX LEVY AGREEMENT
Motion is to approve the Agreement with King County for the City's proportionate share of funds from the King County Parks Property Levy in years 2020-2025 and to authorize the City Manager to sign the Parks Property Tax Levy Agreement between King County & the City of Des Moines substantially in the form as attached.
- Page 53 Item 4: TASK ORDER FOR SURVEY AND DESIGN SERVICES FOR THE MARINA RFQ WITH KPFF CONSULTING ENGINEERS
Motion is to approve Task Order 4c under the City's on-call contract with KPFF Consulting Engineers, for an amount of \$106,180 plus for the purposes of providing survey, design and support services for Marina redevelopment, and authorize the City Manager to sign the Agreement substantially in the form as attached.
- Page 69 Item 5: DES MOINES MARINA FUELING SYSTEM UPGRADES PROJECT – REJECTION OF BIDS
Motion is to reject all bids received December 23, 2019 for the Des Moines Marina Fueling System Upgrades Project, and direct staff to re-evaluate the alternatives for completing this project.

NEW BUSINESS

- Page 93 Item 1: DRAFT RESOLUTION 20-001 ACCEPTING FINDINGS OF FACT THAT AN EMERGENCY EXISTED
Staff Presentation: Public Works Director
 Brandon Carver

EXECUTIVE SESSION

~~Labor Negotiations under RCW 42.30.140(4)(a) — 20 minutes~~

NEXT MEETING DATE

January 23, 2020 City Council Regular Meeting

ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval

January 9, 2020

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 **January 9, 2020** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through January 2, 2020 and payroll transfers through December 20, 2019 included in the attached list and further described as follows:

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



Beth Anne Wroe, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	159473	- 159780	3,607,110.56
Voided Check	159529	159529	(9,521.58)
Electronic Wire Transfers	1351	1366	758,953.36
Total claims paid			4,356,542.34
Payroll Vouchers			
Payroll Checks	19311	19318	9,987.44
Direct Deposit	490001	490181	468,056.00
Payroll Checks	19319	19332	12,950.03
Direct Deposit	510001	510177	335,130.33
Total Paychecks/Direct Deposits paid			826,123.80
Total checks and wires for A/P & Payroll			5,182,666.14

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MINUTES

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

November 14, 2019 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Pina.

ROLL CALL

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

Staff present: City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Finance Director Beth Anne Wroe; Deputy Finance Director Shawn Hunstock; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Water Quality Specialist Tyler Beekley; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Assistant Harbormaster Katy Bevegne; Planning & Development Services Manager Denise Lathrop; Deputy City Clerk Taria Keane.

CORRESPONDENCE

- There were no correspondences

COMMENTS FROM THE PUBLIC

- Rick Johnson, Des Moines, Graffiti
- Jim Langston, Des Moines, Bayside Brunch and Election
- Kimi Walker, Des Moines, New Business - Straight Blast Gym

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Deputy Mayor Vic Pennington

- Mount Rainier High School Football Game
- Veteran's Day Celebration

Councilmember Mahoney

- Meet and Greet at Edward Jones
- Quarterdeck 1st Anniversary
- Trick or Treat Path
- Buccaneers Bingo
- Vaping 101: The Truth Behind The Haze
- Department of Commerce Airport Impacts Study
- Mount Rainier High School Football Game
- Veteran's Day Event
- Squid-A-Rama

Councilmember Back

- Commented on Consent Calendar Item #3
- Association of Washington Cities Lawsuit
- Veteran's Day Event
- Genesis Project

Councilmember Bangs

- Mary Gay Park Opening Ceremony
- Police Department Advisory Board
- Girl Scout Troup
- Burien Coffee with Senator Keiser and Representative Orwall
- Art Commission Meeting
- Squid-A-Rama
- Commented on Consent Calendar Item #7, Item #8, and Item #9

Councilmember Nutting

- Coffee with Cop
- Green Des Moines Day at Kiddie City Park
- Highline School Foundation Auction
- Des Moines Holiday Farmers Market
- Des Moines Police Foundation Shop with a Cop
- New Business - Straight Blast Gym

Councilmember Buxton

- Environment Committee Meeting
- Public Issues Committee
- Commented on Consent Calendar Item #3, Item #4, Item #6, Item #7, Item #8, Item #9, and Item #10

PRESIDING OFFICER'S REPORT

- Retirement of the South King Fire & Rescue Chief Al Church

ADMINISTRATION REPORT

- Municipal Research Services Corporation Webinar
- Chief Operations Officer Brewer information Council about impacts on the City's Paving Program due to the passing of I-976

CONSENT CALENDAR

Item 1:

APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through November 7, 2019 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#159122-159348	\$1,103,609.34
Void Checks from Previous Check Runs		\$ (341.36)
Electronic Wire Transfers	# 1328-1340	\$ 534,203.67
Payroll Checks	# 19285-19292	\$ 5,545.38
Payroll Direct Deposit	#420001-420170	\$ 368,053.43
Payroll Checks	# 19293-19302	\$ 11,644.29
Payroll Direct Deposit	#450001-450181	\$ 379,150.24
Total Checks and Wires for A/P and Payroll:		\$2,401,864.99

- Item 2: APPROVAL OF MINUTES
Motion is to approve the October 10, 2019 Special Meeting, the October 10, 2019 and October 17, 2019 City Council Regular Meeting, and the November 7, 2019 Study Session Minutes.
- Item 3: ILA WITH HIGHLINE WATER DISTRICT FOR 2019 AC WATER MAIN REPLACEMENT PROJECT
Motion is to approve the Interlocal Agreement between the City of Des Moines and Highline Water District regarding the 2019 AC Water Main Replacement Project, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.
- Item 4: 2020-2021 ON-CALL CONSULTANT AGREEMENTS FOR CIVIL ENGINEERING SERVICES
Motion is to approve the Consultant Services Contract for On-Call Civil Engineering Services (2020-2021) with Century West Engineering, Exeltech Consulting Inc., GeoDesign Inc., HWA Geosciences Inc., KPFF Consulting Engineers., KPG, P.S., Parametrix, Perteet, and Tetra Tech each up to \$1,000,000.00, and authorize the City Manager to sign the Consultant Services Contract substantially in the form as submitted.
- Item 5: DRAFT ORDINANCE NO. 19-101 UPDATING DES MOINES MUNICIPAL CODE (DMMC) CHAPTERS 3.84 AND 3.85 TO REFLECT CHANGES MADE TO STATE LAW AFFECTING THE CITY'S BUSINESS AND OCCUPATION TAX CODE
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 19-101 on first reading.
Motion 2 is to enact Draft Ordinance No. 19-101 authorizing an amendment to the Business and Occupation Tax Code, DMMC 3.84.040, 3.84.090, 3.84.110, 3.85.070, 3.85.180, and 3.85.270, reflecting changes to state law affecting city B&O tax administration.
- Item 6: COMMUTE TRIP REDUCTION PROGRAM
Motion is to approve the Interlocal Agreement between the City of Des Moines and King County, Department of Transportation, Metro Transit Division for the implementation of the Commute Trip Reduction Program for July 1, 2019 through June 30, 2021.
- Item 7: INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY AND THE CITY OF DES MOINES FOR CONSERVATION FUTURES-FUNDED OPEN SPACE ACQUISITION PROJECT
Motion is to enact Draft Resolution No 19-111 approving the Interlocal Agreement with King County for Conservation Futures funded open space acquisition projects.

- Item 8: VETS SENIORS AND HUMAN SERVICES LEVY (VSHSL) GRANT
Motion 1 is to accept the King County Veterans Seniors and Human Services Levy (VSHSL) Grant for grant funding in the amount of \$185,300 for the African Diaspora Senior Hub, and authorize the City Manager to sign the grant agreement substantially in the form as submitted.
- Motion 2 is to approve the purchase of a 2018 Ford Metrolink Shuttle Van with a portion of the grant funds, and authorize the City Manager to sign the agreement substantially in the form as submitted.
- Item 9: DEPARTMENT OF ECOLOGY 2019-2021 STORMWATER GRANT AGREEMENT
Motion is to approve the 2019-2021 Water Quality Stormwater Capacity Grant Agreement between the State of Washington Department of ecology and the City of Des Moines, and further to authorize the City Manager to sign said Agreement substantially in the form as submitted.
- Item 10: DRAFT ORDINANCE NO. 19-085 – ADOPTING LEGISLATION TO AUTHORIZE A SALES AND USE TAX FOR AFFORDABLE AND SUPPORTIVE HOUSING
Motion 1 is to suspend Council Rule 26(a) in order to enact Draft Ordinance No. 19-085 on first reading.
- Motion 2 is to enact Ordinance No. 19-085, imposing a sales and use tax for affordable and supportive housing in accordance with Substitute House Bill 1406, fixing the tax rate and defining the permissible uses of the proceeds consistent with state law.
- Item 11: 2020 CONSULTANT CONTRACT: BHC CONSULTANT, LLC
Motion is to approve Amendment 1 to the contract with BHC Consultants, to provide professional inspection and plan review services for the year 2020 up to a total of \$40,000, and authorize the City Manager to sign the Contract substantially in the form submitted.
- Item 12: 24TH AVE S & 208TH ST INTERSECTION IMPROVEMENTS PROJECT: INTERLOCAL AGREEMENT WITH CITY OF SEATAC
Motion is to approve the Interlocal Agreement with the City of SeaTac for the 24th Ave S & S 208th St Intersection Improvements Project, and further authorize the City Manager to sign said Interlocal Agreement substantially in the form as submitted.
- Item 13: 2020 VEHICLE AND EQUIPMENT PURCHASE
Motion is to approve the purchase of vehicles and equipment identified in Attachment 1 for a total estimated amount of \$257,000 and to authorize the City Manager or the City Manager's designee to sign the purchase orders substantially in the form as attached.
- Item 14: GILL PROPERTY RIGHT-OF-WAY DEDICATION
Motion is to authorize the City Manager to accept a right-of-way dedication from Narinderpaul Gill, which is at the north corner of Marine View Drive and 10th Ave South, as described in Attachment 1.

Direction/Motion

Motion made by Councilmember Bangs to approve the consent calendar;
seconded by Councilmember Buxton.
Motion passed 7-0.

PUBLIC HEARING

Item 1: PUBLIC HEARING REGARDING 2020 GENERAL PROPERTY TAX LEVIES
Staff Presentation: Finance Director Beth Anne Wroe

Mayor Pina opened the Public Hearing at 7:50 p.m.

Finance Director Wroe gave a PowerPoint Presentation to Council.

Mayor Pina called for those that signed up to speak:
Bill Linscott, Des Moines, Asked a Question
Dave Henderson, Des Moines, Asked a Question

Mayor Pina asked 3 times if anyone else wished to speak.

Seeing none, Mayor Pina asked Council if they had any questions.

At 8:06 p.m. Mayor Pina closed the Public Hearing.

Direction/Action

Motion 1a made by Councilmember Back to suspend Rule 26(a) in order to enact Draft Ordinance No. 19-108 on first reading; seconded by Councilmember Nutting.
Motion passed 7-0.

Motion 1b made by Councilmember Back to enact Ordinance No. 19-108, determining the amount of funds to be raised by ad valorem taxes for the year 2020 for general City expenditures; seconded by Councilmember Nutting.
Motion passed 7-0.

Motion 2a made by Councilmember Back to suspend Rule 26(a) in order to enact Draft Ordinance No. 19-114 on first reading; seconded by Councilmember Nutting.
Motion passed 7-0.

Motion 2b made by Councilmember Back to enact Draft Ordinance No. 19-114 authorizing the increase in ad valorem taxes for the year 2020 for general City expenditures; seconded by Councilmember Nutting.
Motion passed 7-0.

Item 2: 2020 PRELIMINARY ANNUAL BUDGET, 2ND READING
Staff Presentation: Finance Director Beth Anne Wroe

Mayor Pina opened the Public Hearing at 8:08 p.m.

Finance Director Wroe gave a PowerPoint Presentation to Council.

Mayor Pina asked 3 times if anyone wished to speak.

Seeing none, Mayor Pina asked Council if they had any questions.

At 8:28 p.m. Mayor Pina closed the Public Hearing.

Direction/Action

Motion 1 made by Councilmember Bangs to direct Administration to eliminate all Transportation Benefit District Revenues from the 2020 Annual Budget, given the projected outcome of Initiative I-976; seconded by Councilmember Nutting. Motion passed 7-0.

Motion 2 made by Councilmember Bangs to direct Administration to move \$475,000 from the Arterial Pavement Program in the capital budget, to the Street Fund, in order to replace the Transportation Benefit District funding lost by Initiative I-976; seconded by Councilmember Nutting. Motion passed 7-0.

Motion 3 made by Councilmember Bangs to pass Draft Ordinance No. 19-107, establishing the 2020 Annual Budget for the fiscal year ending December 31, 2020, as amended; seconded by Councilmember Nutting. Motion passed 7-0.

Item 3:

2019 ANNUAL BUDGET AMENDMENTS

Staff Presentation: Finance Director Beth Anne Wroe

Mayor Pina opened the Public Hearing at 8:44 p.m.

Finance Director Wroe gave a PowerPoint Presentation to Council.

Mayor Pina asked 3 times if anyone wished to speak.

Seeing none, Mayor Pina asked Council if they had any questions.

At 8:46 p.m. Mayor Pina closed the Public Hearing.

Direction/Action

Motion 1 made by Councilmember Back to suspend Rule 26(a) in order to enact Draft Ordinance No. 19-109 on first reading; seconded by Councilmember Nutting. Motion passed 7-0.

Motion 2 made by Councilmember Back to enact Draft Ordinance No. 19-109 relating to municipal finance, amending the 2019 Annual Budget adopted in Ordinance No. 1710; seconded by Councilmember Nutting. Motion passed 7-0.

- Item 4: PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE 19-106 AMENDING THE DES MOINES 2035 COMPREHENSIVE PLAN AND PREFERRED LAND USE MAP
 Staff Presentation: Planning & Development Service Manager
 Denise Lathrop

Mayor Pina opened the Public Hearing at 8:48 p.m.

Planning & Development Service Manager Denise Lathrop gave a PowerPoint Presentation to Council.

Mayor Pina asked 3 times if anyone wished to speak.

Seeing none, Mayor Pina asked Council if they had any questions.

At 8:52 p.m. Mayor Pina closed the Public Hearing.

Direction/Action

Motion 1 made by Councilmember Bangs to suspend Rule 26(a) in order to enact Draft Ordinance No. 19-106 on first reading; seconded by Councilmember Buxton.
 Motion passed 7-0.

Motion 2 made by Councilmember Bangs to enact Draft Ordinance No. 19-106 enacting the 2019 amendments to Des Moines 2035: Charting our Course for a Sustainable Future and amending Chapters 18.05 and 18.25 DMMC; seconded by Councilmember Buxton.
 Motion passed 7-0.

NEW BUSINESS

- Item 1: FIRST READING – CITY COUNCIL RULES OF PROCEDURE UPDATES
 Staff Presentation: City Attorney Tim George

City Attorney George gave a PowerPoint Presentation to Council.

Direction/Action

Motion made by Councilmember Nutting to place Draft Resolution No. 19-113, adopting the proposed amendments to the Des Moines City Council Rules of Procedure, on the next available Consent Calendar for a second reading and approval; seconded by Councilmember Back.

Motion made by Councilmember Buxton to amend Rule #4 to read 5 minutes; seconded by Councilmember Mahoney.
 Motion failed 3-4.

For: Councilmember Back, Buxton, and Mahoney

Against: Mayor Pina; Deputy Mayor Pennington; Councilmembers Bangs and Nutting.

1. **Motion** made by Mayor Pina to amend Rule #7.1 to reduce telephonic participation to one per Councilmember per year with no compensation; seconded by Councilmember Buxton.
2. **Motion** made by Councilmember Back to amend amendment 1 to reduce telephonic participation to one per Councilmember per year with no compensation unless serving in an official and approved City business; seconded by Mayor Pina.
Motion passed 6-1.

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

Against: Councilmember Nutting

Motion made by Mayor Pina to amend Rule #19.B to reduce the time perimeter to 5 minutes when addressing motions; seconded by Councilmember Nutting.
Motion passed 7-0.

Motion made by Mayor Pina to amend Appendix A – The Spirit of Des Moines Awards Program Policy – Review Committee to read Deputy Mayor and two other Councilmembers shall serve on the committee; seconded by Councilmember Mahoney.
Motion passed 7-0.

Motion made by Mayor Pina to amend Appendix A – The Spirit of Des Moines Awards Program Policy – Review Process to read Nominations are solicited from the Community in September of even numbered years. The Review committee shall meet following receipt of the nominations and finalists shall be chosen by the committee by January 1, or as soon thereafter as reasonably possible; seconded by Councilmember Mahoney.
Motion passed 7-0.

Motion made by Mayor Pina to amend Appendix A – The Spirit of Des Moines Awards Program Policy – Public Acknowledgement to read The Spirit of Des Moines Awards shall be given out at a public meeting or event by the Mayor and the City Council upon the earliest date possible following the selection of the recipients; seconded by Councilmember Mahoney.
Motion passed 7-0.

Main Motion passed 7-0.

Mayor Pina extended the meeting until 10:02 p.m.

EXECUTIVE SESSION

At 9:42 p.m. Council went into Executive Session. The purpose of the Executive Session was to discuss the Performance of a Public Employee under RCW 42.30.110(1)(g). Those in attendance: Mayor Pina; Deputy Mayor Pennington; Councilmembers Bangs, Buxton, Mahoney, Nutting and Back; City Manager Michael Matthias and City Attorney Tim George. The Executive Session was expected to last 20 minutes.

At 10:02 p.m. Mayor Pina extended the Executive Session an additional 10 minutes.

The Executive Session concluded at 10:12 p.m.

The Executive Session lasted 30 minutes.

No formal action was taken.

NEXT MEETING DATE:

December 5, 2019 City Council Study Session.

ADJOURNMENT

The meeting adjourned at 10:12 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

MINUTES

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

November 21, 2019 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Deputy Mayor Pennington.

ROLL CALL

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

Direction/Action

Motion made by Councilmember Bangs to excuse Councilmember Back; seconded by Councilmember Nutting.
Motion passed 6-0.

Staff present: City Attorney Tim George; Assistant City Attorney Matt Hutchins; Harbormaster Scott Wilkins; Finance Director Beth Anne Wroe; Deputy Finance Director Shawn Hunstock; City Clerk/Communications Director Bonnie Wilkins; Deputy City Clerk Taria Keane.

CORRESPONDENCE

- There were no correspondences.

PRESIDING OFFICER'S REPORT

Item 1: Spirit of Des Moines Awards

The following awards were handed out:

Lifetime Awards

- Susan and Wayne Corey
- Ken Rogers and Catherine Carbone Rogers

2017 Annual Awards

- Sheila Brush
- Tony Hettler
- Bill and Patti Linscott
- Sophie Rock

2018 Annual Awards

- Vince Thyng
- Mark Olson

Outstanding Organizational Awards

- Boy Scout Troop 307
- Auntie Irene's
- Elsey's 76
- John L Scott, Des Moines
- Print Place
- Greenside

At 7:51 p.m. Council took a 17 minute break, and resumed the meeting at 8:08 p.m.

COMMENTS FROM THE PUBLIC

- JC Harris, Des Moines, Resolution #19-113

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Deputy Mayor Vic Pennington

- Congratulated the Spirit of Des Moines Award Winners

Councilmember Mahoney

- Squid-A-Rama
- SCATBd Meeting
- Transportation Commission Meeting

Councilmember Bangs

- Squid-A-Rama
- Department of Corrections Meeting

Councilmember Nutting

- SR3 Community Meeting

Councilmember Buxton

- Des Moines Farmers Market Meeting

PRESIDING OFFICER'S REPORT

- Joint City Aviation Meeting
- Highline Forum
- SR3 Community Meeting

CONSENT CALENDAR

Item 1: SECOND READING – CITY COUNCIL RULES OF PROCEDURE UPDATES
Motion is to enact Draft Resolution No. 19-113, approving the proposed amendments to the Des Moines City Council Rules of Procedure.

Direction/Motion

Motion made by Councilmember Bangs to approve the consent calendar; seconded by Councilmember Buxton.
 Motion passed 6-0.

NEXT MEETING DATE:

December 5, 2019 City Council Study Session.

ADJOURNMENT**Direction/Action**

Motion made by Councilmember Nutting to adjourn; seconded by Councilmember Bangs.
Motion passed 5-1.

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

Against: Councilmember Buxton.

The meeting adjourned at 8:33 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

MINUTES

SPECIAL MEETING TO HOLD AN EXECUTIVE SESSION

December 05, 2019

CALL MEETING TO ORDER

The Special Meeting was called to order by Mayor Pina at 6:04 p.m. in the Council Chambers.

ROLL CALL

Council present:

Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Jeremy Nutting, Luisa Bangs, and Matt Mahoney.

Others Present:

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Police Chief Ken Thomas; Finance Director Beth Anne Wroe; and City Clerk/Communications Director Bonnie Wilkins.

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)(g). The Executive Session was expected to last 50 minutes.

At 6:15 p.m. Chief Thomas left the meeting.

At 6:40 p.m. Chief Operations Officer Brewer; Chief Strategic Officer Cezar; Finance Director Wroe, and City Clerk/Communications Director Wilkins left the meeting.

No formal action was taken.

The Executive Session lasted 50 minutes.

The meeting adjourned at 6:54 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

MINUTES

DES MOINES CITY COUNCIL STUDY SESSION Council Chambers 21630 11th Avenue S, Des Moines, Washington

December 5, 2019 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Bangs.

ROLL CALL

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

Direction/Action

Motion made by Councilmember Bangs to excuse Councilmember Back; seconded by Councilmember Buxton.
Motion failed 2-4.

For: Councilmembers Bangs and Buxton.

Against: Mayor Pina; Deputy Mayor Pennington; Councilmembers Nutting and Mahoney.

Staff present: City Manager Michael Matthias; Chief Operations Officer Brewer; Chief Strategic Officer Susan Cezar; Assistant City Attorney Matt Hutchins; Finance Director Beth Anne Wroe; Police Chief Ken Thomas; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegne; Public Works Director Brandon Carver; Land Use Planner II Jason Woycke; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; City Clerk/Communications Director Bonnie Wilkins; Deputy City Clerk Taria Keane.

COMMENTS FROM THE PUBLIC

- There were no comments from the public.

PRESIDING OFFICER'S REPORT

- Meeting with State Auditor's Office – Exit Conference
- Correspondence from Spirit of Des Moines Recipients

DISCUSSION ITEMS

Item 1

EMERGING ISSUES

- Recognition of outgoing Councilmembers
Mayor Pina recognized and thanked Councilmember Bangs for her years of service on the Des Moines City Council.

At 7:18 p.m. Council took an 11 minute break, and resumed the meeting at 7:29 p.m.

- Aviation – StART Committee

City Manager Matthias updated Council on the outcome of the Joint Aviation Advisory Committee meeting.

Direction/Action

Motion made by Deputy Mayor Pennington to direct the Mayor and City Manager to negotiate the potential return of the City to the StART Committee sponsored by the Airport and subject to the degree possible to the elements identified in the handout that we received tonight that came out of the Joint Aviation Advisory Committee Meeting that has been held; seconded by Councilmember Bangs.
Motion passed 6-0.

Item 6: PASSENGER ONLY FERRY SERVICE DEMAND STUDY
Director of ACES Northwest Network Bruce Agnew, Philips Publishing Peter Philips, CEO Diedrich RPM Liz Diedrich, and Director of Research of Diedrich RPM Kyle Schwietz gave a PowerPoint Presentation and held discussion with Council about a Passenger Only Ferry Service Demand Study.

Item 2: APPROVAL OF VOUCHERS

Direction/Action

Motion made by Councilmember Mahoney to approve for payment vouchers and payroll transfers through November 21, 2019 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#159349-159472	\$ 856,721.31
Voided Check	#159430-159430	\$ (110.00)
Electronic Wire Transfers	# 1341-1350	\$ 733,614.84
Payroll Checks	# 19303-19310	\$ 4,941.82
Payroll Direct Deposit	#470001-470179	\$ 394,218.65

Total Checks and Wires for A/P and Payroll: \$1,989,386.62; seconded by Councilmember Bangs.
Motion passed 6-0.

Item 3: INTERLOCAL AGREEMENT BETWEEN THE CITIES OF SEATAC, DES MOINES, COVINGTON, AND TUKWILA FOR PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR HOME REPAIR PROGRAM

Direction/Action

Motion made by Councilmember Mahoney to authorize the City Manager to approve revised Exhibit A of the Interlocal Agreement between the Cities of SeaTac, Des Moines, Covington and Tukwila, accepting \$26,750 for maintenance and repairs for the Minor Home Repair Program substantially in the form as submitted; seconded by Deputy Mayor Pennington.
Motion passed 6-0.

Item 4: STOBER SINGLE-FAMILY RESIDENCE SHORELINE VARIANCE – PROPOSED PROCESS FOR REVIEW BY HEARING EXAMINER

Direction/Action

Motion made by Councilmember Mahoney to delegate the Shoreline Variance Permit decision for the Stober Single-Family Residence application filed under LUA2015-0057 to the Hearing Examiner pursuant to DMMC 18.240.160(3); seconded by Councilmember Bangs.
Motion passed 6-0.

Item 5: AERIAL MAPPING PROJECT INTERLOCAL AGREEMENT

Direction/Action

Motion made by Councilmember Mahoney to approve the Interlocal Agreement between eCityGov Alliance and the City of Des Moines regarding the joint funding of an aerial mapping project, and further to authorize the City Manager to sign said Agreement substantially in the form as submitted; seconded by Councilmember Bangs.
Motion passed 6-0.

NEXT MEETING DATE

January 9, 2020 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Bangs to adjourn; seconded by Deputy Mayor Pennington.
The motion passed 5-1.

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

Against: Councilmember Buxton.

The meeting was adjourned at 8:53 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2020-2025 King County Parks
Property Tax Levy Agreement

ATTACHMENTS:

1. 2020-2025 Parks Property Tax Levy Agreement between King County and the City of Des Moines
2. King County Ordinance No. 18890
3. Parks Levy Ballot Fact Sheet
4. 2020 Estimate by City

FOR AGENDA OF: January 9, 2020

DEPT. OF ORIGIN: Parks, Rec, & Sr. Serv.

DATE SUBMITTED: December 19, 2019

CLEARANCES:

☐ Community Development _____

☐ Marina _____

☒ Parks, Recreation & Senior Services *SMC*

☐ Public Works _____

CHIEF OPERATIONS OFFICER: *DJB*

☒ Legal *JS*

☒ Finance *Saw*

☐ Courts _____

☐ Police _____

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

Purpose and Recommendation

The purpose of this agenda item is to request Council's approval of the Parks Property Tax Levy Agreement between King County and the City of Des Moines for the years 2020-2025. The Agreement must be executed in order for the County to distribute levy proceeds to the City of Des Moines.

Suggested Motion

MOTION: "I move to approve the Agreement with King County for the City's proportionate share of funds from the King County Parks Property Tax Levy in years 2020-2025 and to authorize the City Manager to sign the Parks Property Tax Levy Agreement between King County & the City of Des Moines substantially in the form as attached."

Background

On August 6, 2019, King County voters overwhelmingly approved a six-year, \$0.1832 parks property tax levy which is expected to generate \$810 million over a 6 year span. The levy requires a portion of these funds be distributed to the cities of King County for local parks and system projects. Given current

estimates, the County anticipates distributing \$8.4 million to the cities of King County this year. Other levy purposes include maintaining and operating King County's parks system, improving parks, recreation, and mobility by acquiring open space, expanding park and recreation opportunities, continuing to develop regional trails, repairing, replacing, and funding environmental educations, maintenance, conservation, and capital programs at the Woodland Park Zoo and Seattle Aquarium.

Discussion

The City of Des Moines' preliminary 2020 levy pass-through *estimate* is \$162,000. King County Ordinance No. 18890 (Attachment 2) outlines the eligible expenditures of levy proceeds and the formula used to calculate levy proceeds. The Levy Agreement (Attachment 1) details the terms and conditions for managing and expending levy proceeds, and annual reporting requirements. Each year the County will distribute to the City of Des Moines its proportionate share of the levy proceeds as authorized by Ordinance No. 18890. King County's Finance Management section will oversee automatic quarterly transfers of collected levy proceeds.

The City will use its proceeds only for specific City Projects as defined in the Agreement and the funds may not be used to supplant existing funds. "City Projects" is defined as parks systems operations and capital improvements.

Alternatives

Not accept the Parks Property Tax Levy Agreement between King County & the City of Des Moines (not recommended).

Financial Impact

The City will receive an estimated \$162,000 in 2020, and the agreement provides additional levy proceeds each year for the years 2020-2025. The amount to be distributed each year is based on the formula contained in King County Ordinance No. 18890, which takes into account population and total assessed valuation.

Recommendation

Staff recommends approval of the proposed Parks Property Tax Levy Agreement between King County and the City of Des Moines as presented.

PARKS PROPERTY TAX LEVY AGREEMENT

between

KING COUNTY & (CITY) _____

This Parks Property Tax Levy Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 2020, by and between KING COUNTY, a political subdivision of the state of Washington (the "County") and the City of _____, a State of Washington municipal corporation ("CITY").

RECITALS

- A. The County owns and operates a park system with over twenty-eight thousand (28,000) acres of regional parks and open spaces, over one-hundred-seventy-five (175) miles of regional trails, and two-hundred-fifteen (215) miles of backcountry trails. In addition, the County is the provider of local parks in the rural area and is the transitional provider of local parks in the urban incorporated areas.
- B. Since 2003, on recommendation of the Metropolitan Parks Task Force and direction from the County Executive and County Council, the County's Parks and Recreation Division has focused on managing a system of regional parks, open spaces and trails and a limited set of regional active recreation assets. Consistent with its role as a regional and local rural service provider under Countywide Planning Policies and the State Growth Management Act, the County has divested itself of local parks and facilities in urban unincorporated areas as these areas incorporate or annex to cities.
- C. On April 17, 2019, the King County Council adopted Ordinance 18890 which called for a special election in accordance with RCW 29A.04.321 to authorize a property tax levy in excess of the levy limitation contained in 84.55 RCW for a period of six (6) years for specified park purposes.
- D. On August 6, 2019, King County voters approved Proposition No. 1 Parks Levy that authorized an additional six year property tax levy at a rate of \$0.1832 in the first year, with subsequent levies adjusted by inflation for the purpose of: maintaining and operating King County's open space system; improving parks, recreation, access, and mobility in the King County open space system by acquiring lands and continuing to develop regional trails; improving parks and trails in and acquiring lands by metropolitan parks districts, towns, and cities in King County; funding environmental education, maintenance, and conservation programs at the Woodland Park Zoo; funding capital construction at the Seattle Aquarium; and funding for capital improvements at publicly owned pools, for all King County residents.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
 - A. "Annual Report" shall mean the annual report prepared by the CITY and provided to the County annually by May 31st beginning in 2021 setting forth a summary of CITY Projects for the preceding year, along with a complete financial accounting for the use of the CITY'S Share, and a listing of all capital investments made at the CITY funded in whole or in part by County Levy Proceeds, and for the 2020 annual report the CITY shall identify the dollar amount of the CITY's Existing Funds.
 - B. "CITY" shall mean the City of _____, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
 - C. "CITY Parks System" shall mean any building or other structure related to parks or recreation, parks, trails, open space, such as natural areas and resource or ecological lands and other parks or recreation property owned or otherwise under the jurisdiction of the CITY.
 - D. "City Proceeds" shall mean eight percent (8%) of the total County Levy Proceeds collected by King County, net the amounts specified and allocated in Ordinance 18890 Sections 4A-D, and any interest earnings on these funds.
 - E. "CITY Projects" shall mean CITY Parks System operations and capital improvement projects consistent with Ordinance 18890.
 - F. "CITY'S Share" shall mean the CITY's proportionate share of the City Proceeds as authorized by Ordinance 18890, subject to County Council appropriation.
 - G. "County" shall mean King County, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
 - H. "County Council" shall mean the County Council of King County, State of Washington.
 - I. "County Levy" means the annual King County property tax levy for park purposes imposed by the King County Council and authorized by Proposition No. 1 Parks Levy that was approved by the County voters on August 6, 2019 and replaced a levy expiring at the end of 2019.
 - J. "County Levy Proceeds" shall mean the principal amount of the County Levy collected by the County.
 - K. "Executive" shall mean the King County Executive or his or her functional successor.
 - L. "Existing funds" shall have the meaning, as defined by RCW 84.55.050.

2. Term of Agreement. The term of this Agreement (the “Term”) shall be for a period commencing upon signature by both parties (the “Commencement Date”), and expiring on December 31, 2025 (the “Termination Date”).
3. Receipt of County Levy Proceeds.
 - A. General Distribution. Each year the County shall distribute the CITY's Share to the CITY as authorized by Ordinance 18890, subject to County Council appropriation.
 - B. Receipt and Distribution of Levy Proceeds.
 1. Payment Schedule. Beginning in 2020 and through 2025, the County shall transfer the CITY's Share to the CITY on a semi-annual basis, generally in the months of May and November. The annual amounts transferred shall never exceed the CITY's proportionate share of the CITY Proceeds actually collected and appropriated by King County.
 2. Administrative Fee. The Parties agree that the County has authority to deduct a portion from City Proceeds for eligible expenditures related to the administration of the distribution of County Levy Proceeds, consistent with Ordinance 18890.
4. Use of County Levy Proceeds. The CITY shall only use the transferred CITY'S Share for its CITY Projects. On or before May 31st of each year throughout the Term of this Agreement, the CITY shall provide the County with a copy of the Annual Report and provide any further documentation showing that the CITY'S Share was expended on CITY Projects. The CITY shall maintain financial records to account separately for the CITY'S Share.
5. Representations and Warranties. The CITY represents and warrants that all of the CITY'S Share received by the CITY shall be used only for specific CITY Projects as defined in this Agreement and that such funds shall not be used to supplant Existing Funds. The CITY represents and warrants that all CITY Projects shall be consistent with the requirements in King County Ordinance 18890. The CITY represents and warrants that in addition to the CITY'S Share, the CITY shall annually expend on CITY Projects an amount equal to the CITY's Existing Funds.
6. Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the CITY Park System during the Term shall be and remain the properties of CITY and shall not be deemed property of the County under any circumstances.
7. Notices. All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated upon actual receipt. For convenience of the parties, copies of notices may also be given by other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

King County Parks Property Tax Levy
2020-2025 Agreement

If to the CITY:

CITY's Contact and Title: _____

City Name: _____

Mailing Address1: _____

Mailing Address2: _____

City, State, Zip Code: _____

If to King County:

Warren Jimenez, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson Street
Mailstop: KSC-NR-0700
Seattle, WA 98104

8. Compliance with Laws. The CITY shall comply and conform with all applicable laws and all governmental regulations, rules, and orders.
9. CITY Agreement to Comply with Audit Finding or Repay. The CITY agrees that it is financially responsible for the lawful use of the levy funds distributed under this contract. The CITY agrees that if the State Auditor makes an audit finding that the levy funds have not been spent properly, the CITY shall comply with the State Auditor's audit finding and correct any improper expenditure or, at the sole discretion of the County, repay any indicated amounts to the County. This duty to comply with the audit finding or repay shall not be diminished or extinguished by the prior termination of this Agreement and shall survive the termination of this Agreement.
10. Miscellaneous.
 - A. Liability of the County. The County's obligations to the CITY under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other provision in this Agreement to the contrary, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
 - B. Dispute Resolution. In the event of a dispute between the CITY and the County regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the CITY (reps.) or their respective designee(s), shall meet with County (reps) or their respective designee(s) to review and discuss the matter(s) in dispute; if the CITY (representatives) and County (representatives) are unable to reach a mutual resolution, the Executive and the mayor, or their respective

designee(s) shall meet to review and discuss the matter(s) in dispute. If such persons are unable to resolve the matter informally, either party may submit the matter to a non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution ("ADR") procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and mediator's recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available. Any disputes involving the lawful expenditure of levy proceeds shall be resolved by King County Superior Court if the parties cannot agree.

- C. No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party's right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.
- D. Headings and Subheadings. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Agreement.
- E. Successors and Assigns. The terms, covenants, and conditions contained in this Agreement shall bind and inure to the benefit of the County and the CITY and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.
- F. Agreement made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.

King County Parks Property Tax Levy
2020-2025 Agreement

- G. Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved by the King County Council and mutually executed between each of the parties hereto.
- H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- I. Time of Essence. Time is of the essence of each provision of this Agreement.
- J. Signage. For each capital project funded with County Levy Proceeds, the CITY shall provide a sign including the following language: **This project was funded (or as applicable, funded in part) with proceeds from the Proposition No. 1 Parks Levy approved by King County voters in August 2019 under an Agreement with King County Parks and Recreation Division.**
- K. Reporting. As set forth in King County Council Motion 15378, section C, for each capital project funded with County Levy Proceeds, the CITY shall report to King County Parks and the King County Council major milestones, such as groundbreakings and opening dates, thirty (30) days prior to such milestone. The CITY shall mail or deliver reports to both King County Parks and the current King County Council councilmembers at:

Warren Jimenez, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson Street
Mailstop: KSC-NR-0700
Seattle, WA 98104

Councilmembers: _____ (please list all 9 councilmembers)
In care of King County Council Clerk
516 3rd Avenue
Seattle, WA 98104

[SIGNATURE PAGE FOLLOWS]

King County Parks Property Tax Levy
2020-2025 Agreement

DATED this ____ day of _____, 2020.

KING COUNTY, a Washington municipal
corporation

CITY OF _____, a
Washington municipal corporation

By _____

By _____

Its _____

Its _____

By authority of Ordinance No. 18890

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 18890

Proposed No. 2019-0084.2

Sponsors Balducci, von Reichbauer, Kohl-
Welles, McDermott and Dembowski

1 AN ORDINANCE providing for the submission to the
2 qualified electors of King County at a special election to be
3 held in King County on August 6, 2019, of a proposition
4 authorizing a property tax levy in excess of the levy
5 limitation contained in chapter 84.55 RCW for a period of
6 six consecutive years, at a total rate of not more than
7 \$0.1832 per one thousand dollars of assessed valuation in
8 the first year and limiting annual levy increases by the King
9 County inflation plus population index published by the
10 King County office of economic and financial analysis, or
11 the chapter 84.55 RCW limitation, whichever is greater in
12 years two through six for the purpose of maintaining and
13 operating King County's open space system; improving
14 parks, recreation, access and mobility in the King County
15 open space system by acquiring lands and continuing to
16 develop regional trails; improving parks and trails in and
17 acquiring lands by metropolitan parks districts, towns and
18 cities in King County; funding environmental education,
19 maintenance and conservation programs at the Woodland

20 Park Zoo; funding capital construction at the Seattle
21 Aquarium; and funding for capital improvements at
22 publicly owned pools, for all King County residents.

23 STATEMENT OF FACTS:

24 1. King County owns and operates a system of regional and local parks
25 and trails that consists of twenty-eight thousand acres of parklands and
26 more than one hundred seventy-five miles of regional trails. The county
27 provides regional trails, regional recreational facilities, regional natural
28 areas, regional parks and local parks in unincorporated areas. Examples of
29 regional county parks and trails include Marymoor park, Cougar Mountain
30 Regional Wildland park, the Weyerhaeuser King County Aquatic Center
31 and the Sammamish River trail.

32 2. Parks, natural areas and trails contribute to a high quality of life. A
33 robust system of parks and trails provides physical, social and mental
34 health benefits to individuals; economic opportunity through recreation
35 and tourism; economic growth for private businesses that must attract and
36 retain skilled workers; and environmental benefits and cultural resource
37 protection through open space conservation. King County's open space
38 system provides all these benefits to King County residents and
39 businesses.

40 3. The 2002 Parks Business Transition Plan, adopted by the King County
41 council and enacted by Ordinance 14509, became the blueprint for
42 establishing the regional open space system we have today. Building on

43 that blueprint, the county has adopted open space plans, which have
44 provided the framework guiding King County in the acquisition, planning,
45 development, stewardship, maintenance and management of its complex
46 system of parks, regional trails and acres of open space. The latest open
47 space plan was updated in 2016 and adopted by Ordinance 18309.

48 4. In implementing the open space plan, the parks and recreation division
49 of the department of natural resources and parks has successfully focused
50 its lines of business on regional parks and trails, backcountry trails, natural
51 lands and local parks in unincorporated King County and has implemented
52 business practices that generate revenue from park system assets by
53 implementing or increasing user fees and establishing corporate and
54 community partnerships that enhance park amenities and leverage public
55 and private dollars to improve parks and increase access to parks.

56 5. Consistent with the recommendations of past parks-related task forces,
57 the county has sought voter-approved levies on three prior occasions: in
58 2003, enacted by Ordinance 14586, to provide maintenance and operating
59 funding for the parks and recreation division for 2004 through 2007; in
60 2007, enacted by Ordinance 15759, to provide funding for maintenance
61 and operations as well as funding for open space acquisition, regional trail
62 development, the Woodland Park Zoo and for King County towns and
63 cities for use in their open space acquisition and trail projects for 2008
64 through 2013; and in 2013, enacted by Ordinance 17568, to provide
65 funding for maintenance and operations as well as for open space

66 acquisition, asset maintenance and improvement, parks and trails projects,
67 the Woodland Park Zoo and for King County towns and cities to use for
68 their parks and recreation for 2014 through 2019. Voters approved the
69 funding measures on all three occasions that they were on the ballot. The
70 voter-approved levies have helped keep the open space system clean, safe
71 and open.

72 6. The 2014 through 2019 voter-approved parks, trails and open space
73 replacement levy provides approximately eighty percent of the operating
74 budget of the parks and recreation division, with approximately thirteen
75 percent generated through business activities and entrepreneurial efforts.
76 King County general fund support to the parks and recreation division was
77 eliminated as of 2011.

78 7. The community partnerships and grants program enacted by Ordinance
79 14509 enhances parks amenities by partnering with parks and recreation
80 organizations. Since the inception of the community partnership and grant
81 program in 2003, more than sixty projects representing more than sixty
82 million dollars' worth of new, enhanced, or preserved public recreation
83 facilities have been completed, with only eighteen million dollars of King
84 County capital investment.

85 8. The Woodland Park Zoo received distributions from the past two voter-
86 approved levies to supplement zoo operating revenue for education and
87 conservation programs, horticulture and maintenance and capital
88 improvements. Levy proceeds distributed to the zoo provided

89 environmental education, programming and transportation focusing on
90 accessibility for underserved areas, supported thousands of students
91 annually and benefitted residents throughout King County. Levy proceeds
92 also provided conservation and animal care for threatened Pacific
93 Northwest species.

94 9. King County towns and cities received funding from the past two
95 voter-approved levies. In 2008 through 2013, towns and cities could use
96 levy proceeds for open space and natural lands acquisition and
97 development of town or city trail projects that supported connections to
98 the regional trail system with distributions being contingent upon an equal
99 or greater contribution of matching moneys from the recipient town or city
100 for the same project. In the 2014 through 2019 levy, types of uses for the
101 distribution to King County towns and cities were broadened to provide
102 flexibility and better meet the parks and recreation needs of cities.

103 10. Parks levy oversight committees were established to monitor the
104 expenditures of the proceeds from the 2004 through 2007, 2008 through
105 2013 and 2014 through 2019 levies. Annual committee review has
106 concluded that the county has complied with all levy requirements.

107 11. King County is growing rapidly as a region. In 2017, King County's
108 population increased by close to fifty thousand people; and over the next
109 ten years, the region is expected to grow by another one hundred eighty
110 thousand people. Recent surveys have indicated that since 2008, the
111 number of people who hike in natural area parks has doubled. More and

112 more people are using the King County parks and trails, which puts
113 greater pressure on an aging system. As development increases to
114 accommodate population growth, the risk of losing natural lands and green
115 spaces throughout the county grows. Those valuable lands contribute to
116 King County residents' high quality of life. The cost of land to
117 accommodate this growth and preserve open spaces is also increasing.
118 Today is the opportune time to address future needs of residents by
119 investing in our parks and trails and accelerating conservation of open
120 space.

121 12. In King County, many communities have experienced a history of
122 inequitable and limited regional investments in parks, recreation and open
123 space, limiting the ability of residents to lead healthy lives. Five hundred
124 thousand King County residents live without ready access to, parks,
125 recreation and open spaces. There is a need to address disparities in
126 access to parks, recreation and open space for underserved areas and
127 communities, including people with disabilities. This proposal provides
128 an opportunity to address parks and recreation needs of these underserved
129 areas and communities.

130 13. Recognizing growth in population, increased use of parks and trails
131 and the need to address disparities in preparation for the 2020 through
132 2025 levy, the parks and recreation division conducted outreach to obtain
133 feedback on the current park system and future parks and recreation needs
134 for all King County residents. From August through November 2018,

135 parks and recreation division staff conducted fifty-four in-person
136 engagement meetings with groups representing all geographic areas of the
137 county including towns and cities, business, recreation, community and
138 environmental interests. An online survey was also conducted from
139 November to December 2018, and received one thousand nine hundred
140 thirty-four responses from the public, representing all geographic areas of
141 the county.

142 14. The feedback from the engagement meetings and online survey
143 showed support for the King County open space system. Engagement
144 findings showed support for maintenance and operations of the open space
145 system, as well as critical infrastructure repair and replacement, and the
146 acquisition, conservation and stewardship of open space, as such lands can
147 provide for passive or active recreation opportunities and protection of
148 habitat and water quality, and the development of and improvements on
149 regional trail corridors. Feedback supported funding for King County
150 towns' and cities' parks and recreation programs; the Woodland Park
151 Zoological Society education and conservation programs and horticulture,
152 maintenance and capital improvements; and recognized the Seattle
153 Aquarium as a regional asset.

154 15. The King County executive took into consideration information
155 obtained from this outreach, the region's growing population, increased
156 use of parks and trails across King County, and the lack of parks,
157 recreation and open space in some communities, and has put forth this

158 proposal which acknowledges the changing landscape and the need to
159 grow the open space system to keep up with demand from the region.
160 This proposal is also consistent with the goals and priorities of past levy
161 task forces.

162 16. This proposal would exempt low-income senior citizens, disabled
163 veterans and other people with disabilities from the regular property tax
164 increase on their residences resulting from a levy authorized by this
165 ordinance, if they have been approved for an exemption under RCW
166 84.36.381.

167 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

168 **SECTION 1. Definitions.** The definitions in this section apply throughout this
169 ordinance unless the context clearly requires otherwise.

170 A. "Community partnerships and grants program" means the program through
171 which King County provides moneys to recreation-oriented groups, sports associations
172 and community-based organizations to undertake any combination of developing,
173 operating or maintaining a recreation facility or public park in unincorporated King
174 County and King County towns and cities for public benefit.

175 B. "Integrated floodplain management" means habitat restoration, open space
176 acquisition or recreational opportunities that are integrated with preventive and corrective
177 measures to reduce the risk of flooding.

178 C. "Levy" means the levy of regular property taxes, for the specific purposes and
179 term provided in this ordinance and authorized by the electorate in accordance with state
180 law.

Ordinance 18890

181 D. "Levy proceeds" means the principal amount of moneys raised by the levy,
182 any interest earnings on the moneys and the proceeds of any interim financing following
183 authorization of the levy.

184 E. "Limit factor" means the most recent published King County office of
185 economic and financial analysis King County inflation plus population index, or the
186 limitation contained in chapter 84.55 RCW, whichever is greater.

187 F. "Open space system" means the system that includes parks, trails, natural
188 areas, resource lands and structures or buildings owned or otherwise under the
189 jurisdiction of the parks and recreation division of the department of natural resources
190 and parks. For the purposes of this ordinance, with reference to King County, the term
191 "open space lands" shall collectively refer to natural areas and resource lands.

192 G. "Targeted equity grant program" means the program through which King
193 County provides moneys in order to achieve equitable opportunities and access to parks
194 and recreation for underserved areas and communities, including people with disabilities,
195 located in unincorporated King County and King County towns and cities.

196 H. "Town or city parks system" means any building or other structure related to
197 parks or recreation, parks, trails, open space such as natural areas and resource or
198 ecological lands and other parks or recreation property owned or otherwise under the
199 jurisdiction of a town or city within King County.

200 **SECTION 2. Levy submittal to voters.** To provide necessary moneys for the
201 purposes identified in section 4 of this ordinance, the King County council shall submit to
202 the qualified electors of the county a proposition authorizing a regular property tax levy
203 in excess of the levy limitation contained in chapter 84.55 RCW for six consecutive

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204 years, with collection commencing in 2020, at a rate not to exceed \$0.1832 per one
205 thousand dollars of assessed value in the first year of the levy period. The dollar amount
206 of the levy in the first year shall be the base upon which the levy amounts in year two
207 through six shall be calculated. In accordance with RCW 84.55.050, this levy shall be a
208 regular property tax levy subject to the limit factor.

209 **SECTION 3. Deposit of levy proceeds.** The levy proceeds shall be deposited
210 into a dedicated subfund of the parks and recreation fund, or its successor.

211 **SECTION 4. Eligible expenditures.** If approved by the qualified electors of the
212 county, levy proceeds shall be used for the following purposes:

213 A. Costs incurred by the county that are attributable to the special election called
214 for in section 5 of this ordinance.

215 B. Up to eight million dollars to the Seattle Aquarium from the first four years of
216 the levy. Levy proceeds for the Seattle Aquarium shall solely be for capital costs for the
217 Ocean Pavilion project, except as provided in subsection E.5. of this section.

218 C. Up to forty-four million dollars to publicly owned pools for: capital
219 improvement projects, including planning, feasibility studies, preconstruction and design,
220 construction; and major maintenance repair or replacement projects.

221 D. Up to twenty-two million dollars to habitat restoration, open space acquisition
222 or recreational opportunities, or any combination thereof, associated with integrated
223 floodplain management capital improvement projects and to outreach and education
224 related to the benefits of integrated floodplain management projects.

225 E. The remainder of levy proceeds shall be used for the following purposes:

226 1. Forty percent of levy proceeds for maintenance and operations of King

227 County's open space system and the targeted equity grant program, but no more than ten
228 million dollars may be used for the targeted equity grant program;

229 2. Forty-seven percent of levy proceeds for:

230 a. acquisition, conservation and stewardship of additional open space lands,
231 natural areas, resource or ecological lands, rights of way for regional trails and urban
232 green spaces;

233 b. acquisition of rights of way for and development of regional and other
234 public trails;

235 c. capital improvement projects and major maintenance repair or replacement
236 of open space system infrastructure;

237 d. community partnerships and grants program; and

238 e. capital improvement projects and major maintenance repair or replacement
239 of parks or recreation infrastructure in metropolitan park districts, towns or cities;

240 3. Eight percent of levy proceeds for distribution to towns and cities in King
241 County for their town or city parks system operations and capital improvement projects,
242 of which amount:

243 a. twenty-five thousand dollars shall be distributed annually to each town and
244 city;

245 b. an additional seventy-five thousand dollars shall be distributed annually to
246 cities with a population greater than four thousand;

247 c. of the remainder, fifty percent shall be distributed in proportion to each town
248 or city's population and fifty percent shall be distributed in proportion to the assessed
249 value of parcels within each town or city;

Ordinance 18890

250 4. Five percent of levy proceeds for distribution to the Woodland Park
251 Zoological Society shall be used solely for: environmental education with an emphasis on
252 accessibility to traditionally underserved populations throughout the county; horticulture
253 and maintenance of buildings and grounds; conservation of threatened species; and
254 development of conservation and education strategies to mitigate impacts to animals and
255 habitats from climate change; and

256 5. Of the levy proceeds in subsections B., C., D., E.2.e., E.3. and E.4. of this
257 section, a portion shall be retained by the county to be used for expenditures related to
258 administration of the distribution of levy proceeds. Eligible administrative expenditures
259 shall include all costs and charges to the parks and recreation division or the county
260 associated with or attributable to the purposes listed in subsections B., C., D., E.2.e., E.3.
261 and E.4. of this section as well as sections 6 and 7 of this ordinance. Consistent with
262 RCW 84.55.050, as it may be amended, levy proceeds may not supplant existing funding.

263 SECTION 5. Call for special election. In accordance with RCW 29A.04.321,
264 the King County council hereby calls for a special election to be held in conjunction with
265 the primary election on August 6, 2019, to consider a proposition authorizing a regular
266 property tax levy for the purposes described in this ordinance. The King County director
267 of elections shall cause notice to be given of this ordinance in accordance with the state
268 constitution and general law and to submit to the qualified electors of the county, at the
269 said special county election, the proposition hereinafter set forth. The clerk of the council
270 shall certify that proposition to the King County director of elections in substantially the
271 following form, with such additions, deletions or modifications as may be required for
272 the proposition listed below by the prosecuting attorney:

273 The King County council passed Ordinance ____ concerning replacement
274 of an expiring parks levy. If approved, this proposition would provide
275 funding for county, town, city and park district parks, and for open space,
276 trails, recreation, public pools, zoo operations and an aquarium capital
277 project. It would authorize an additional six-year property tax beginning
278 in 2020 at \$0.1832 per \$1,000 of assessed valuation with the 2020 levy
279 amount being the base for calculating annual increases in 2021 - 2025 by
280 the King County inflation plus population index or the 84.55 RCW
281 limitation, whichever is greater. Should this proposition be:
282 Approved? ____
283 Rejected? ____

284 SECTION 6. Distributions. Each distribution of levy proceeds to a King County
285 town or city, the Woodland Park Zoological Society or its successor, or the Seattle
286 Aquarium or its successor, for the eligible purposes identified in section 4 of this
287 ordinance shall be subject to the execution of a contract between the county and each
288 entity for the same purposes. Distribution of levy proceeds shall be subject to the
289 execution of a contract for: the targeted equity grant program; publicly owned pool
290 capital improvement projects and major maintenance repair or replacement projects;
291 integrated floodplain management capital improvement projects and outreach and
292 education; capital improvement projects and major maintenance repair or replacement
293 projects to parks or recreation infrastructure in metropolitan park districts, towns or
294 cities; and acquisition, conservation and stewardship of additional natural areas, resource
295 or ecological lands, rights of way for regional trails and urban green spaces.

296 **SECTION 7. Parks levy oversight board established.**

297 A. If the proposition in section 5 of this ordinance is approved by the qualified
298 electors of King County, a parks levy oversight board shall be appointed by the
299 executive. The board shall consist of nine members. Each councilmember shall
300 nominate a candidate for the board who resides in the councilmember's district no later
301 than March 31, 2020. If the executive does not appoint by May 31, 2020, the person
302 nominated by a councilmember, the executive must request that the councilmember
303 should by June 30, 2020, nominate another candidate for appointment. Members shall be
304 confirmed by the council. Members may not be elected or appointed officials of any unit
305 of government, except that individuals serving in a civic capacity on a local board or
306 commission would be eligible to serve on the parks levy oversight board.

307 B. The board shall review the allocation of levy proceeds and progress on
308 achieving the purposes of this proposition. On or before December 31, 2021, the board
309 shall review and report to the King County executive, the King County council and the
310 regional policy committee on the expenditure of levy proceeds for 2020. Thereafter, the
311 board shall review and report to the King County executive, the King County council and
312 the regional policy committee annually. Any report to the King County council under
313 this section shall be made in the form of a paper original and an electronic copy with the
314 clerk of the council, who shall retain the original and provide an electronic copy to all
315 councilmembers. The board expires December 31, 2026.

316 **SECTION 8. Exemption.** The additional regular property taxes authorized by
317 this ordinance shall be included in any real property tax exemption authorized by RCW
318 84.36.381.

Ordinance 18890

319 SECTION 9. Ratification. Certification of the proposition by the clerk of the
320 King County council to the director of elections in accordance with law before the
321 election on August 6, 2019, and any other acts consistent with the authority and before
322 the effective date of this ordinance are hereby ratified and confirmed.

Ordinance 18890

323 **SECTION 10. Severability.** If any provision of this ordinance or its application
 324 to any person or circumstance is held invalid, the remainder of the ordinance or the
 325 application of the provision to other persons or circumstances is not affected.
 326

Ordinance 18890 was introduced on and hearing held/closed and passed by the
 Metropolitan King County Council on 4/17/2019, by the following vote:

Yes: 8 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr.
 McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles and
 Ms. Balducci
 No: 1 - Mr. Dunn



KING COUNTY COUNCIL
 KING COUNTY, WASHINGTON

Rod Dembowski, Chair

Melani Pedroza, Clerk of the Council

APPROVED this 2 day of MAY, 2019.

Dow Constantine, County Executive

RECEIVED
 2019 MAY -3 AM 9:09
 CLERK
 KING COUNTY COUNCIL

Attachments: None

King County Parks, Recreation, Trails, and Open Space Levy

Voter Ballot Measure Fact Sheet

August 6, 2019 Primary Election

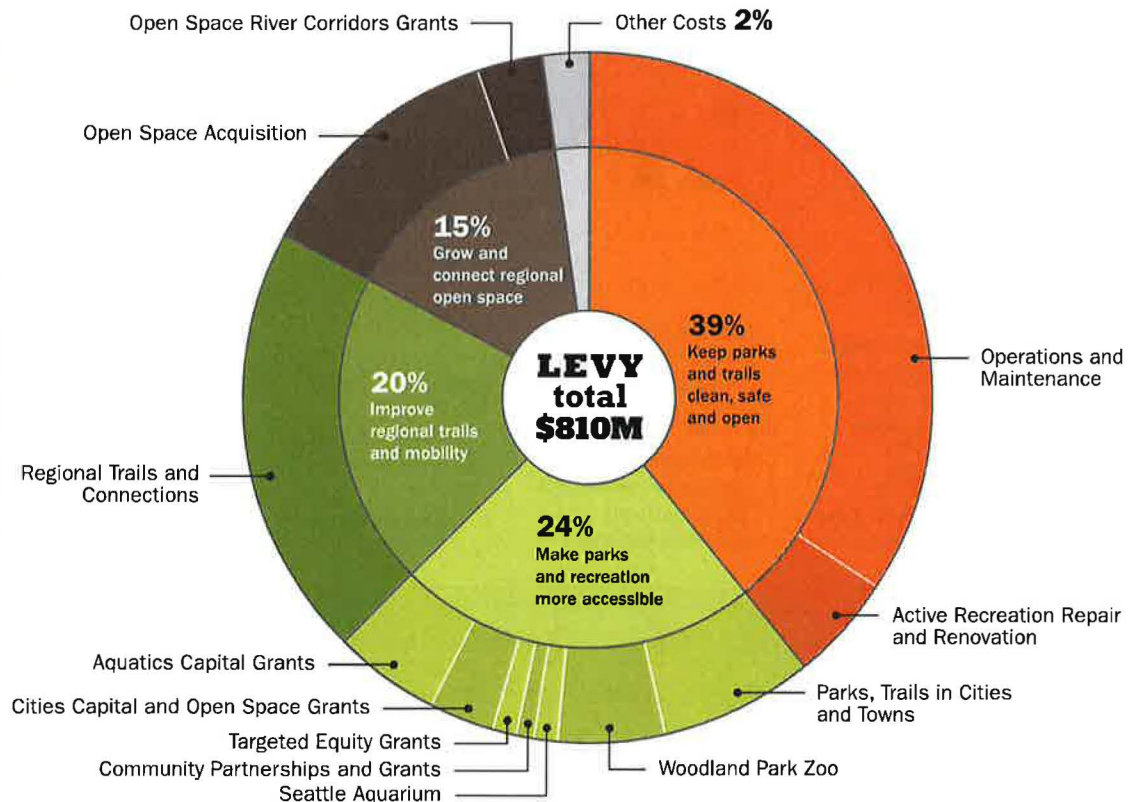
The 2020-2025 King County Parks, Trails, and Open Space Replacement levy ballot measure is a property tax levy lid lift that would replace the current park levy expiring at the end of 2019. It would fund operations and maintenance of King County's parks and trails, support the growth and connection of regional trails, and establish grant programs to expand access to recreation and protect open space for King County residents. Proceeds from the levy would also directly support parks in King County's cities, as well as the Woodland Park Zoo and the Seattle Aquarium.

King County Proposition No. 1

Parks, Recreation, Trails and Open Space Levy

The King County council passed Ordinance 18890 concerning replacement of an expiring parks levy. If approved, this proposition would provide funding for county, town, city and park district parks, and for open space, trails, recreation, public pools, zoo operations and an aquarium capital project. It would authorize an additional six-year property tax beginning in 2020 at \$0.1832 per \$1,000 of assessed valuation with the 2020 levy amount being the base for calculating annual increases in 2021 - 2025 by the King County inflation plus population index or the 84.55 RCW limitation, whichever is greater. Should this proposition be:

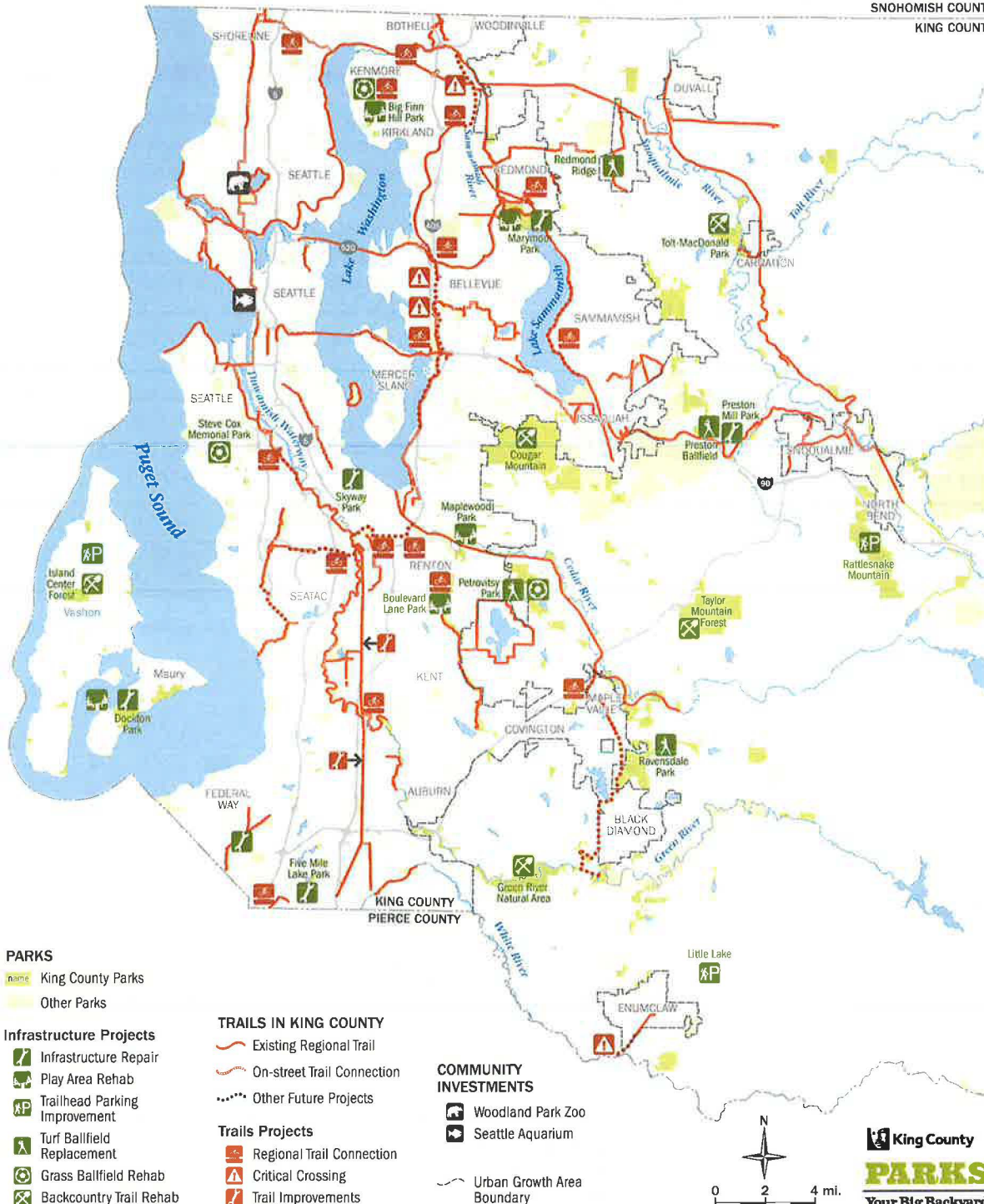
- ☐ Approved?
☐ Rejected?



Proposed 2020-2025 King County Parks Levy

PARKS & TRAILS PROJECTS

SNOHOMISH COUNTY
KING COUNTY





King County Parks Levy Oversight Board

As was done in the past, the levy ordinance establishes a nine-member Levy Oversight Board, nominated by King County Council and confirmed by the King County Executive. The board will meet annually to review levy expenditures and report on progress in the implementation of the levy.

About King County Parks

King County Parks offers 200 parks and 28,000 acres of open space, including Marymoor Park and Cougar Mountain Regional Wildland Park, 175 miles of regional trails, 215 miles of backcountry trails, and facilities like the Weyerhaeuser King County Aquatic Center. King County Parks maintains relationships with non-profit, corporate and community partners to enhance recreation for King County residents.

**Election Day is
August 6, 2019**

**For more information, visit
kingcounty.gov/parks/levy.**



PARKS

Your Big Backyard

**King County Parks and Recreation Division
Department of Natural Resources and Parks**

**201 S Jackson St, Ste 700
Seattle, WA 98104
206-477-4527**

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	2020	1	2	3	*	**
City	Total	\$25K	\$75K	AV/Population	Assessed Value	Population
Algona	\$32,000	\$25,000	\$0	\$7,000	\$582,509,640	3,190
Auburn	\$241,000	\$25,000	\$75,000	\$141,000	\$10,192,926,423	71,740
Beaux Arts Village	\$26,000	\$25,000	\$0	\$1,000	\$201,865,564	300
Bellevue	\$592,000	\$25,000	\$75,000	\$492,000	\$64,986,181,741	145,300
Black Diamond	\$110,000	\$25,000	\$75,000	\$10,000	\$868,851,309	4,525
Bothell	\$169,000	\$25,000	\$75,000	\$69,000	\$6,728,399,945	28,570
Burien	\$202,000	\$25,000	\$75,000	\$102,000	\$7,326,499,056	52,000
Carnation	\$30,000	\$25,000	\$0	\$5,000	\$348,969,934	2,220
Clyde Hill	\$43,000	\$25,000	\$0	\$18,000	\$2,942,813,919	3,055
Covington	\$139,000	\$25,000	\$75,000	\$39,000	\$2,751,011,207	20,280
Des Moines	\$162,000	\$25,000	\$75,000	\$62,000	\$4,356,985,778	31,580
Duvall	\$116,000	\$25,000	\$75,000	\$16,000	\$1,324,903,905	7,840
Enumclaw	\$123,000	\$25,000	\$75,000	\$23,000	\$1,557,893,969	12,200
Federal Way	\$281,000	\$25,000	\$75,000	\$181,000	\$11,393,138,728	97,840
Hunts Point	\$31,000	\$25,000	\$0	\$6,000	\$1,265,054,838	420
Issaquah	\$203,000	\$25,000	\$75,000	\$103,000	\$11,567,549,438	37,590
Kenmore	\$153,000	\$25,000	\$75,000	\$53,000	\$4,874,138,483	23,320
Kent	\$366,000	\$25,000	\$75,000	\$266,000	\$20,729,110,364	129,800
Kirkland	\$353,000	\$25,000	\$75,000	\$253,000	\$29,518,466,256	88,940
Lake Forest Park	\$132,000	\$25,000	\$75,000	\$32,000	\$3,251,063,509	13,250
Maple Valley	\$153,000	\$25,000	\$75,000	\$53,000	\$4,127,677,216	26,180
Medina	\$50,000	\$25,000	\$0	\$25,000	\$4,479,103,670	3,245
Mercer Island	\$200,000	\$25,000	\$75,000	\$100,000	\$14,686,554,631	24,470
Milton	\$27,000	\$25,000	\$0	\$2,000	\$120,768,488	1,195
Newcastle	\$133,000	\$25,000	\$75,000	\$33,000	\$3,624,539,957	12,450
Normandy Park	\$117,000	\$25,000	\$75,000	\$17,000	\$1,722,967,331	6,610
North Bend	\$116,000	\$25,000	\$75,000	\$16,000	\$1,466,838,997	6,965
Pacific	\$112,000	\$25,000	\$75,000	\$12,000	\$605,190,919	6,875
Redmond	\$296,000	\$25,000	\$75,000	\$196,000	\$23,766,332,331	65,860
Renton	\$326,000	\$25,000	\$75,000	\$226,000	\$19,152,024,315	104,700
Sammamish	\$272,000	\$25,000	\$75,000	\$172,000	\$18,871,723,019	64,410
Seatac	\$169,000	\$25,000	\$75,000	\$69,000	\$6,717,932,343	29,180
Seattle	\$2,214,000	\$25,000	\$75,000	\$2,114,000	\$244,938,709,301	747,300
Shoreline	\$225,000	\$25,000	\$75,000	\$125,000	\$10,942,263,005	56,370
Skykomish	\$25,400	\$25,000	\$0	\$400	\$30,098,074	205
Snoqualmie	\$134,000	\$25,000	\$75,000	\$34,000	\$3,469,519,169	13,670
Tukwila	\$158,000	\$25,000	\$75,000	\$58,000	\$6,685,919,176	20,930
Woodinville	\$136,000	\$25,000	\$75,000	\$36,000	\$4,173,910,805	12,410
Yarrow Point	\$33,000	\$25,000	\$0	\$8,000	\$1,396,430,058	1,040
	\$8,400,000	\$975,000	\$2,250,000	\$5,175,000		

Notes

1. "twenty-five thousand dollars shall be distributed annually to each town and city;"
2. "an additional seventy-five thousand dollars shall be distributed annually to cities with a population greater than four thousand;"
3. "of the remainder, fifty percent shall be distributed in proportion to each town or city's population and fifty percent shall be distributed in proportion to the assessed value of parcels within each town or city;"

Data Source

* AV: King County Assessor's Office 2018 Assessed Value for 2019 Tax Year
(to be updated in a few months with 2019 AV for 2020 Tax Year)

** Population: OFM April 1, 2019 Population of Cities, Towns and Counties

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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: Task Order for Survey and Design
Services for the Marina RFQ with KPFF
Consulting Engineers

ATTACHMENTS:

1. Task Order Assignment 4c with KPFF
Consulting Engineers

FOR AGENDA OF: January 9, 2020

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: December 18, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of Task Order 4c under the City's existing on-call contract with KPFF Consulting Engineers. This Task Order would accomplish the Scope of Work in Attachment 1, focusing on survey and design services needed for incorporation into a Request for Qualifications (RFQ) for the Marina redevelopment. The following motion will appear on the consent calendar:

Suggested Motion

"I move to approve Task Order 4c under the City's on-call contract with KPFF Consulting Engineers, for an amount of \$106,180 plus costs for the purposes of providing survey, design and support services for Marina redevelopment, and authorize the City Manager to sign the Agreement substantially in the form as attached."

Background

The Marina Redevelopment design work to date has been funded by Port of Seattle Economic Development Partnership grants as well as City funds. At Council direction, several phases of the design work have now been completed with the incorporation of robust public input.

After receiving a project update from staff and the consultant team at the September 26th, 2019 City Council meeting, the Council directed staff to prepare and issue a Request for Qualifications (RFQ) for a private developer to participate in Marina Redevelopment.

As the City prepares to issue the RFQ in early 2020, technical work is required to provide sufficient information for interested developers to respond.

This work is proposed to be covered under an additional Task Order 4c under the City's existing on-call contract with KPFF Consulting Engineers. KPFF will sub-contract the schematic design portions of the work to Skylab Architecture and PLACE Landscape Architecture, continuing their previous work on the project. The necessary geotechnical work is underway under Task Order 4a.

Discussion

Task Oder 4c with KPFF would include the following services:

Survey (KPFF): A survey of the potential development area, including the marina steps/ramp, the two potential building locations on the north and south sides of the steps, and the north parking lot. This work will identify utility locations, easements, topography and other development considerations.

Phase two schematic design (Skylab Architecture): This work will include bringing more specificity to the design of the public realm and establish the preliminary design of the project, illustrating the scale and relationship of the project components.

Phase two schematic landscape design (PLACE): Continue the schematic design of all landscape surface improvements to include grading, pedestrian paving, site walls, landscape features, site furnishings, planting, water features, tree protection, and site lighting.

The scope of services is further detailed in Attachment 1.

Financial Impact

KPFF Task Order 4c will add \$106,180 to the services already included in Task Order 4a (geotechnical) related to the Marina Redevelopment bringing the total contracted in both task orders to \$153,966. The additional services will be funded from the City Manager's 2020 budget for the Marina Redevelopment project.

Recommendation

Staff recommends approval of Task Order 4c for consultant services related to the Marina Redevelopment.

Formal Task Assignment Document

Task Number 04c

The general provisions and clauses of Agreement 247 shall be in full force and effect for this Task Assignment.

Location of Project: Des Moines, WA

Project Title: Des Moines Marina Steps

Maximum Amount Payable Per Task Assignment: \$106,180 Lump Sum Fees

Completion Date: March 1, 2020

Description of Work:

(Note attachments and give brief description)

Scope of Services

Per your request, we submit this proposal to provide Topographic and Utility survey to our existing on-call contract. Additionally, based on community meetings and city input, the Marina Steps concept design has evolved to include a ramp and stairs over a larger footprint than originally proposed in Task Order 04. Additional fee is required to develop the schematic design and pricing based on the site plan change. KPFF's fee accounts for additional time/subconsultant management.

See Exhibits below for a more detailed description of scope and deliverables.

Exhibit A – Topographic and Utility Survey Proposal

Exhibit B – Design Team Proposals - Additional Service 01

Exhibit C – Fee Summary

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature:  _____ Date: 12-23-2019

Agency Approving Authority: _____ Date: _____

EXHIBIT A - TOPOGRAPHIC AND UTILITY SURVEY PROPOSAL

612 Woodland Square Loop SE, Suite 100 Lacey, WA 98503 360.292.7230 kpff.com



December 5, 2019

Joss Gramstad, PE
KPFF Consulting Engineers
1601 Fifth Avenue, Suite 1600
Seattle, WA 98101

Subject: Des Moines Marina Steps
Topographic Survey

Dear Joss:

Thank you for contacting us with the opportunity to provide a proposal for surveying services on the above mentioned project. We have reviewed the information provided and performed the necessary research to provide you with a proposal. Based on this information the following is our anticipated scope of work.

SCOPE OF WORK***TASK 1 – TOPOGRAPHIC SURVEY***

- 1.1 Perform survey to establish site control and mapping points on Washington State Plane Coordinates NAD 83/91 and vertical datum on NAVD 88.
- 1.2 Perform utility research for the site.
- 1.3 Coordinate utility locates of site, and streets as detailed below.
- 1.4 Analyze title report and plot easements of record within the project area.
- 1.5 Perform topographic survey of the site as follows
 - o Cliff Avenue fronting project site and extending 50 feet beyond project limits.
 - o Site and north parking lot as defined by the design team up to the bulkhead.
 - o Dock Avenue through the project site extending 50 feet beyond project limits.
- 1.6 Prepare topographic basemap of the site per the attached survey requirements.
- 1.7 Deliverables will be a PDF copy topographic basemap in AutoCAD format.

ASSUMPTIONS

1. Any scope of work that is requested that is not specifically identified within the scope of work section of this agreement is excluded from this level of effort estimate. Any such requests will be discussed before proceeding with the work.
2. Client will confirm or supply KPFF with any necessary rights-of-entry prior to performing work.
3. KPFF will be allowed unrestricted access to the site during the course of the survey.

EXHIBIT A - TOPOGRAPHIC AND UTILITY SURVEY PROPOSAL

Joss Gramstad, PE
 December 5, 2019
 Page 2

4. Utility potholing or ground penetrating radar are not part of this scope of work. Should these services be required to identify site utilities, KPFF will provide a cost estimate for these services.
5. Utility locates will identify conductible utilities only.
6. Fee given for utility locates is an estimate only, locating services will be billed at cost.
7. Title report analysis is not part of this survey.
8. Fee given does not include meetings.

FEES

We propose to provide the above services for a lump-sum fee in accordance with the enclosed Terms and Conditions, which are made part of this proposal.

Task 1 – Topographic Survey	\$ 37,200
Utility Locates (<i>estimate only</i>)	<u>3,980</u>
Total	<u>\$41,180</u>

We appreciate the opportunity to continue working with you on this project. If this proposal meets your approval, please sign below and return one copy for our files. If you have any questions concerning this proposal, please feel free to call me at (360) 292-7230 or email jereme.chapman@kpff.com.

Sincerely,



Jereme Chapman, PLS
 Associate

JFC:SLC

Enclosure

65400

Approved: _____ Date: _____
 KPFF Consulting Engineers



Request for Survey Information

The survey shall include full topographic surface data and underground utilities a minimum of 50 feet past the edge of the project boundaries as defined by the owner. We request the following specific items:

- Survey shall be performed and documents prepared in such a manner so as to fully comply with all local codes, ordinances and other requirements.
- All public and private utilities, both active and abandoned, shall be shown. Surveyor shall coordinate with Owner, City, County, State (or any other AHJs), and ALL utility purveyors in and around the project area to gather record documentation and verify site utility information. **This activity is in addition to the coordination with utility locate services.** Surveyor will compile the record information in a report and submit one electronic copy to KPFF.
- Surveyor shall use a locate service for locating utilities. Existing utilities shall be indicated by appropriate paint marks. All located utilities shall be incorporated into the survey, including sizes obtained from record drawings.
- Surveyor shall coordinate paint marks and as-built documentation and resolve any discrepancies.
- Show inverts at manholes and drainage structures for all pipes. Show pipe diameters, pipe material, and direction of pipe. Include the structure size for all manholes and drainage structures.
- Manhole and catch basin symbols shall be shown at center of structure, not center of lid.
- Gravity systems, i.e. storm drain and sewer, shall be surveyed to the next downstream structure and the next upstream structure beyond the limits of survey.
- Utilities shall be shown continuous. Utility lines shown terminating shortly after a structure or at survey limits are not acceptable. They should be shown to the next downstream/upstream structure regardless of location.
- Include callouts for utility structures, control points, etc directly on the plan. Placing these items in tables is not acceptable.
- Show overhead utility lines (eg: primary & secondary power, telecommunications, etc)
- Obtain topography by recording spot elevations at a maximum 25-foot on center spacing (including along roadway centerlines, top of curb, bottom of curb, etc). Additional spots will be required to adequately identify grade breaks and other topographic features. Spot elevations shall be to the nearest .01 foot.
- Provide contours at 1' intervals. Smaller intervals may be required in low-slope areas. Larger intervals may be required in steep slope areas (ie > 1:1).
- Horizontal and vertical datum shall be clearly shown and have two reference points within the area of the project. Include a description of the datum used on the survey drawing.

EXHIBIT A - TOPOGRAPHIC AND UTILITY SURVEY PROPOSAL

*Marina Steps – City of Des Moines*

- Provide a stamped and signed hard copy of survey (PDF is also acceptable) at no more than 1" = 30' scale. Provide electronic file in AutoCAD format.
- Survey shall include, but not be limited to:
 - * Grade Breaks
 - * Limits of Pavement
 - * Pavement type
 - * Curbs and walls
 - * Curb ramps and driveways
 - * Trees (including caliper and type) 6-inch diameter and larger
 - * Limits of shrubs and vegetation
 - * Buildings and Structures. Include finished floor elevations for all ground floor(s) and basements
 - * Fences, rockeries, retaining walls, or similar. Note type, length, width and height at ends and every 20 feet (at midpoint if item is less than 40 feet)
 - * Utility Access Points—Manholes, Catch Basins, cleanouts, etc.
 - * Valve covers, identify irrigation valves separately from water main valves
 - * Light and Power Poles
 - * Fire Hydrants
 - * Signs
 - * Parking and channelization striping
 - * Monuments and survey control points
 - * Property Lines and Easements

The survey shall incorporate the following CAD requirements:

- All line work and text shall be in model space. Drawing units shall be decimal feet.
- Provide the triangulated irregular network (TIN) as a surface within the *.DWG file. The surface should be set to not display any data.
- Surface data shall match the contours used in the final print.
- All CAD line work shall be "color by layer" and "linetype by layer".
- All CAD elements intended for display in the survey print, including spot elevations and contours, shall be basic CAD elements. Elements created by software like Civil 3D, InRoads, Eaglepoint, etc shall be converted to basic CAD elements.
- Contour text shall be on a separate layer from the contours
- Contours shall be drawn at actual elevation.
- To accurately show contours at the limits of survey, the surveyor shall insure that all contours created by erroneous triangulation of the spot elevations at the limits of survey are removed.
- Monuments shall be shown at their true location in model space. If necessary, graphical representations of far away monuments shall be accomplished in paper space.

EXHIBIT A - TOPOGRAPHIC AND UTILITY SURVEY PROPOSAL

Marina Steps									
Task 1	Land Survey Manager	Sr. Project Surveyor	Project Surveyor	Survey Crew	Crew Chief	Utility Locator	Project Coordinator	CADD Tech	Admin
Research Boundary and Control		4							
Perform Control Survey				20					
Process Control		4	8						
Build Boundary Basemap (Per Ros)		16							
Analyze Title Report and Plot Easements		24					2		
Perform Topographic Survey of the site				96					
Process Field Data								8	
Draft Topographic basemap			18					48	
QA/QC and PM	16						6		
Total Hours	16	48	26	116	0	0	8	56	0
Fee per rate	\$2,640.04	\$7,121.40	\$2,873.00	\$18,850.00	\$0.00	\$0.00	\$572.00	\$5,096.00	\$0.00

Task 1 Fee= \$37,152.44

Task 2	Land Survey Manager	Sr. Project Surveyor	Project Surveyor	Survey Crew	Crew Chief	Utility Locator	Project Coordinator	CADD Tech	Admin
Perform Utility Locates						44			
Total Hours	0	0	0	0	0	44	0	0	0
Fee per rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,971.00	\$0.00	\$0.00	\$0.00

Task 2 Fee= \$3,971.00

TOTAL FEE = \$41,123.44

	Direct Salary	Billing Rate
Land Survey Manager	\$50.77	\$165.00
Sr. Project Surveyor	\$45.65	\$148.36
Project surveyor	\$34.00	\$110.50
Survey Crew	\$50.00	\$162.50
Survey Crew Chief	\$28.00	\$91.00
Utility Locator	\$28.00	\$90.25
Project Coordinator	\$22.00	\$71.50
CADD Tech	\$28.00	\$91.00
Admin	\$29.00	\$94.25

TOTAL FEE = \$41,123.44

TOTAL FEE = \$41,123.44

EXHIBIT B - SKYLAB PROPOSAL



ARCHITECTURE
INTERIOR DESIGN

413 SW 13TH AVE, STE 200
PORTLAND, OR 97205

SKYLABARCHITECTURE.COM

OFFICE 503 525 9315

PROJECT PROPOSAL

November 12, 2019

Marty Chase
Principal
1601 Fifth Avenue, Suite 1600
Seattle, WA 98101
206.660.9105
Marty.Chase@kpff.com

Project Description

The Des Moines Marina Steps project is planned to create a public sustainable pedestrian connection between downtown and the waterfront located at existing 22237 Cliff Avenue S, Des Moines, WA 98198. This new grand stairway will be designed for everyone to access the waterfront, learn about the history of the place, integrate stormwater management and build new connections with private development. The new Marina Steps will include sustainable design highlighting reuse of stormwater, a storytelling educational experience at top of stairs and wayfinding from downtown to the steps.

These new catalytic steps are further intended to be part of a redevelopment Public / Private Partnership approach. The adjacent private development parcels A & B to the steps are envisioned to include a mix of uses including hospitality, co-working offices, possible maker's space, brew pub and other potential uses.

Scope of Services

Skylab will provide architecture services for the Des Moines Marina Steps project at the waterfront stair connection site based on the community feedback. Schematic Design – Phase 2 site development documentation is planned to include one option for City of Des Moines Schematic Design preliminary pricing with an option for integrated stormwater management

SCHEMATIC DESIGN

Provide schematic design documents based on the owner-provided, mutually agreed-upon program Schematic Design program. The Schematic Design phase 2 shall establish the preliminary design of the project, illustrating the scale and relationship of the project components for preliminary City of Des Moines Developer RFQ.

EXHIBIT B - SKYLAB PROPOSAL



ARCHITECTURE
INTERIOR DESIGN

413 SW 13TH AVE, STE 200
PORTLAND, OR 97205

SKYLABARCHITECTURE.COM

OFFICE 503 525 9315

PHASE 2

Activities	Deliverables
Schematic Design Progress meeting Team Coordination Call	▪ Review Developer RFQ and overall project goals, provide drawings and information for Developer RFQ ▪ Confirm program for Marina Steps and Ramps with integrated stormwater treatment
Schematic Design – Phase 2 100% Package	▪ Schematic Design ○ (1) Design Option ▪ Site plan ▪ Elevations ▪ Site section ○ Presentation, review and approval of 100% SD preferred plan for Developer RFQ ○ Work with City of Des Moines to account for integrate of stormwater management of site + consideration for 223" / watershed. ○ Schematic Design coordination of cost estimates with independent cost estimator ○ Review of cost estimates and budget development ○ (1) Artist Visualization image

Estimated Duration (10 weeks)

Consultant Management

Fees for project consultants shall be billed as a reimbursable expense at actual cost.

Project Costs

Architecture Design Services

The Architecture design fees for Skylab services are to be an estimated lump sum fee per the following:

Phase 2	
Skylab Architecture Schematic Design 100% Pricing Package	\$32,000

Additional Services

EXHIBIT B - SKYLAB PROPOSAL



ARCHITECTURE
INTERIOR DESIGN

413 SW 13TH AVE, STE 200
PORTLAND, OR 97205

SKYLABARCHITECTURE.COM

OFFICE 503 525 9315

Any work beyond the scope of this proposal shall be invoiced hourly in accordance with Skylab Architecture standard hourly rates. The following services are not included in this proposal:

- Additions or changes to the scope of basic services after design phase approvals as outlined in this proposal
- Coordination of Owner approved additional project consultants and their work

All additional services requested by the owner or required by the project shall be invoiced at the Skylab Architecture standard hourly rates below. Additional services shall be pre-approved by the owner.

Principal Design Architect	\$230 per hour
Managing Principal	\$185 per hour
Project Director	\$135 per hour
Project Architect	\$125 per hour
3D Modeling & Visualization	\$105 per hour
Interior Designer	\$95 per hour
Production Designer	\$95 per hour
Administration	\$55 per hour

Project Timing

This proposal is based on estimated maximum of 12 weeks for the design phase including only Schematic Design with no project schedule holds.

Travel Costs

(2) Skylab day trips to Des Moines, WA are included for Public Outreach meetings. Time associated with travel other than trips specifically outlined in this proposal are additional services calculated as a day rate per travel day. The day rate for Jeff Kovel is \$2300 and the day rate for all other Skylab Architecture staff is \$1350.

Reimbursable Project Expenses

Reimbursable project expenses shall be invoiced at the actual. Reimbursable project expenses include, but are not limited to:

1. Travel related expenses, including airfare, per diem, taxi, hotels, and rental cars.
2. Material and project samples
3. Courier and delivery charges
4. Hi-Resolution large format greater than 24" x 36" renderings requested by Owner

In-house plots, prints and copies shall be invoiced at standard industry cost and are not subject to markup.

Terms of Compensation

Monthly invoices of actual hours worked to date shall be invoiced at the beginning of every month and due upon receipt.

Agreement

EXHIBIT B - SKYLAB PROPOSAL

ARCHITECTURE
INTERIOR DESIGN

413 SW 13TH AVE, STE 200
PORTLAND, OR 97205

SKYLABARCHITECTURE.COM

OFFICE 503 525 9315

Your signature indicates approval of this proposal. Work shall be authorized to begin on your project upon receipt of a signed copy of this proposal. This proposal is valid for 14 business days.

PROPOSED AGREEMENT BY:

Jeff Kovel, AIA, for Skylab Architecture

Date

AGREED TO BY:

Marty Chase, KPFF

Date

EXHIBIT A - STANDARD TERMS AND CONDITIONS

ARTICLE 1 ARCHITECT'S SERVICES

§ 1.1 The Architect's services are as outlined in the attached project proposal. Any service that is requested by the Owner, or required due to circumstances beyond the Architect's control, that is not specifically outlined in the attached project proposal, will be billed as an Additional Service on an as-incurred labor and expense basis according to the Architect and its' Consultants' then-current fee schedules.

§ 1.2 All Owner-directed changes should be in writing specifying the change required. The Architect shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Owner to any one performing any of the Work.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Owner shall provide full information regarding requirements for the Project. The Architect shall be entitled to rely on the accuracy and completeness of the information provided by Owner. Owner shall furnish required information as expeditiously as necessary.

§ 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf. The Owner or such authorized representative shall render decisions in a timely manner so as to ensure the orderly progress of the Work.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 After completion of contract, Architect grants to the Owner an exclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing the Project, provided

EXHIBIT B - PLACE PROPOSAL

November 21, 2019

Via e-mail: *Marty.Chase@kpff.com*

Marty Chase
Principal
KPFF Civil
1601 Fifth Avenue, Suite 1600
Seattle, WA 98101
206.660.9105

Re: Des Moines Marina Steps - Schematic Design Phase 2

Hello Marty,

PLACE is pleased to continue into Schematic Design Phase 2 for the Marina Steps project. It has been an exciting effort and we look forward to working with the team to bring more specificity to the project focus, design of the public realm. Our proposal is based on conversations, meeting notes (distributed by Skylab), and the revised scope plan (attached). The scope of this project includes Scope A: The Steps and Ramps and optional Scope B: the plaza at the Marina Floor level, as shown on the plan. Continued design and planning for the 223rd streetscape and watershed project will be under a separate scope and fee proposal.

Role/Understanding

- Our Scope of Work will include documentation of the site design associated with Scope A and optional Scope B (if confirmed).
- We will collaborate with KPFF and Skylab to evolve the Concept Design to Schematic Design of all landscape surface improvements including grading, pedestrian paving, site walls, landscape features, site furnishings, planting, water features, tree protection, and site lighting.
- We have prepared this scope and fee for Phase 2 based on the successful history of collaboration, our understanding of the project, and the current information shared with us.
- Our design documents will provide appropriate information to establish an accurate cost model for the upcoming RFQ.
- We understand the updated schedule provides 10-12 weeks for Schematic Design delivery.

1. Schematic Design Phase 2 – Scope A: Steps and Ramps

1.1 Meet regularly with the team to:

A. Evolve overall concept design

1.2 Work with the cost consultant to refine the cost model

1.3 Refine design to schematic level

1.4 Identify material palette(s)

1.5 Provide Schematic Design check-ins @ 50% and 90% with a final submittal at 100% SD, Scope A.

A. Site plans/materials plan.

B. Preliminary grading concept plan.

C. Sections/Elevations.

2. Schematic Design Phase 2 – Scope B: Plaza

- Provide general services and deliverables as outlined in item 1.
- Existing Condition information is not currently provided for this area. The Schematic Design documents will utilize aeriels and other base information for documentation.

Proposed Fees

Based on the scope of work, project understanding and schedule, we propose the following fees for Scope A and Scope B independently:

Schematic Design Phase 2, Scope A (Steps + Ramps)	\$23,000
Schematic Design Phase 2, Scope B (Plaza)	\$12,000 \$15,000

Billings will be made monthly. Expenses are additional and will be billed at our direct cost.

NOT INCLUDED**Assumptions**

- 1 PLACE will be a consultant and contract directly to KPFF for work related to this project.
- 2 Site lighting design will be discussed and represented at a schematic level.
- 3 KPFF will be responsible for all below grade utility work and design of street improvements within the public right-of-way as well as any reconfiguration of roads and parking areas within the marina.
- 4 PLACE will work with KPFF and Skylab in the design of strategies related to stormwater management and bio-filtration. KPFF will provide all necessary documentation/narrative for stormwater management at Scope A.
- 5 We assume all activities necessary to obtain land use or other permits, if required, will be coordinated and prepared by KPFF and the City. PLACE will provide drawings for inclusion in the permit applications and assume permit drawings will be derivatives of our working Documents. Documents specific to permitting are not included.
- 6 Our proposal includes a conceptual study of a water feature through SD. Mechanical, electrical, and plumbing design is not included.
- 7 Cost consultant or estimator will prepare their own material quantity take-offs.
- 8 We understand detailed site and topographic information is available in AutoCAD format for Scope A only.
- 9 Scope B is optional and will not have the level of specificity of Scope A due to the lack of existing condition information. Costing will be assumed at a Rough Order of Magnitude for the entire scope.

We welcome your follow up questions and look forward to this exciting opportunity for continued collaboration.

Best regards,
PLACE



Mauricio Villarreal, PLA
Principal



Phoebe Bogert, PLA
Principal

Attachment: Concept Plan with Scopes A + B denoted

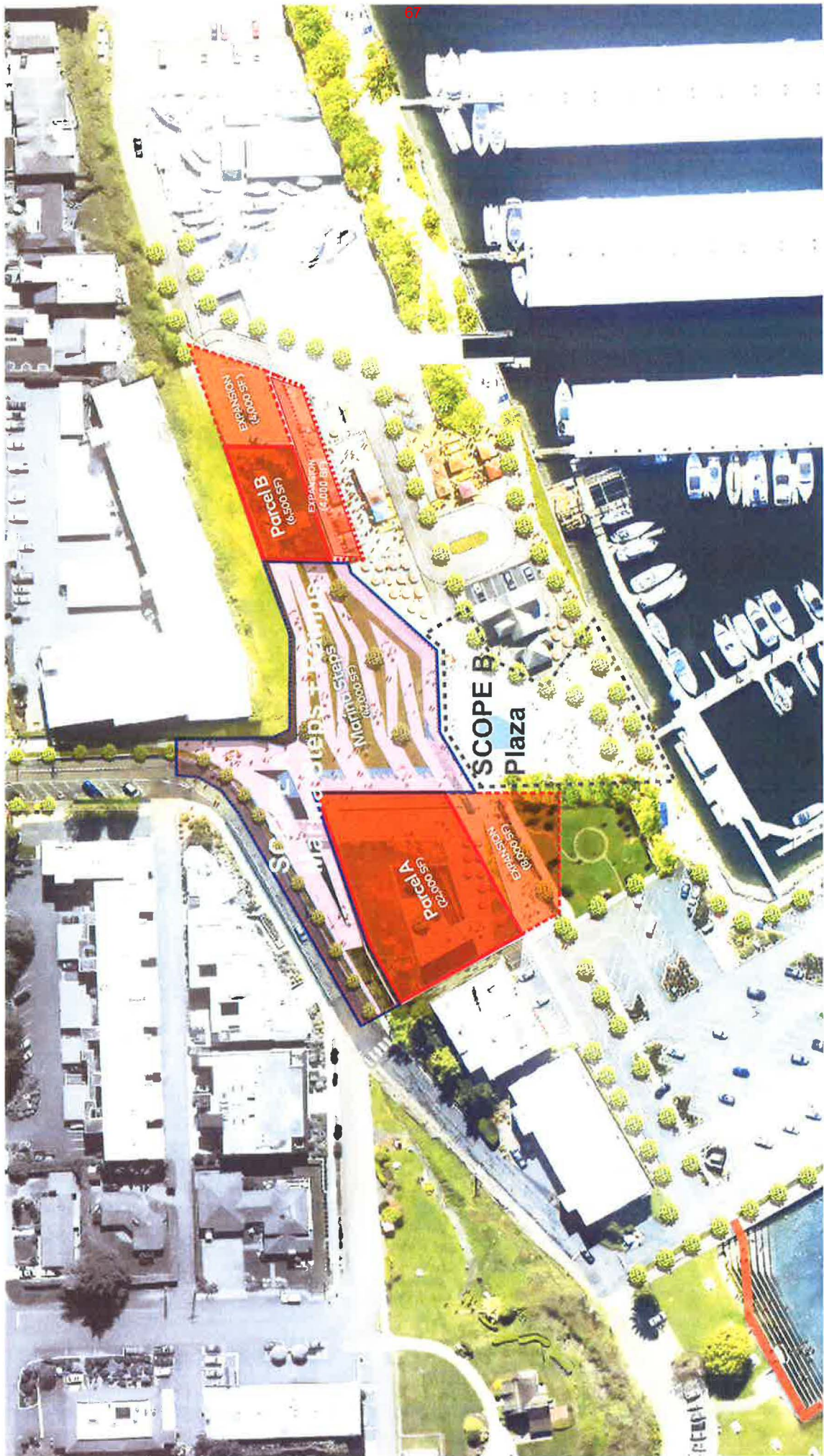


EXHIBIT C – Fee Summary

City of Des Moines 2018-2019 On-Call Civil Engineering Services

Task Order #04c: Des Moines Marina Steps – Schematic Design Phase: Topographic and Utility Survey and Design Team Fees

12/17/2019

Task Order 04c Summary

SURVEY	KPFF, Lacey	\$41,180
DESIGN TEAM		
CIVIL/PRIME	KPFF, Seattle	\$10,000
ARCHITECTURE	Skylab Architecture	\$32,000
LANDSCAPE ARCHITECTURE	PLACE	<u>\$23,000</u>
Total Task Order #04c		\$106,180

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Des Moines Marina Fueling System
Upgrades Project - Rejection of Bids

FOR AGENDA OF: January 9, 2020

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: January 3, 2020

ATTACHMENTS:

1. Bid From Saybr Contractors, Inc
2. Analysis & Recommendation from
Consulting Engineer, (Wood Harbinger)
3. CIP Project Worksheet

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal *6*
- ☒ Finance *AA*
- ☐ Courts NA
- ☐ Police NA

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

Purpose and Recommendation

The purpose of this agenda item is to request City Council to reject the one and only bid received on December 23, 2019 for the Des Moines Marina Fueling System Upgrades Project. Staff recommends that Council reject the only bid received, and direct to staff re-evaluate the alternatives for completing this project. The following motion will appear on the consent calendar:

Suggested Motion

Motion: “I move to reject all bids received December 23, 2019 for the Des Moines Marina Fueling System Upgrades Project, and direct staff to re-evaluate the alternatives for completing this project.”

Background

This project is funded by Marina operating revenues and was originally estimated to cost about \$200,000 for the base project. As the project developed, three additive alternates were included in the project with the expectation that one or all of the alternates would be added to the contract if the base bid came in low enough to allow their inclusion. The project budget worksheets are included as Attachment 2.

In November 2019, bids were advertised, as is customary, for a three week period in the Seattle Daily Journal of Commerce. Bids were also solicited on-line via Builder's Exchange, with a bid opening date of December 23, 2019. The City received only one (1) bid at bid opening, with a bid amount that was significantly higher than the Engineer's Estimate. The project bid results list is included as Attachment 1.

Discussion

The Engineer's Estimate for the project's base bid was \$200,000 to \$250,000, inclusive of Washington State Sales Tax (WSST). The CIP Project Worksheet is included as Attachment 2. A pre-bid project walkthrough was conducted at the Marina on December 4, 2019 at 10:00 AM. Sealed bids were opened and read aloud on December 23, 2019 at 2:00 PM. The only bid received at the bid opening was from Saybr Contractors Inc. from Tacoma Washington, with a base bid amount of \$645,494.30 inclusive of WSST. Staff and the Engineer have performed the necessary bid evaluation, and are recommending rejecting this bid as it is over 200% above the engineers estimate for the base project. While there has been a rise in construction costs for fuel system projects, it is the staff's opinion that the one bid received does not reflect a responsive and competitive bid.

For a project of this type and dollar amount, the alternatives for getting it done are:

1. Rebidding the project at a later date.
2. Doing only part of the project at this time and using the small works roster to find vendors and contractors.
3. Because of the estimated dollar amount for the project and the limited number of crafts involved, (2), it may be possible to negotiate a contract directly with a willing contractor to get the project completed within the budgeted amount.

Alternatives

1. Reject the Bid received from Saybr Contractors, Inc.
2. Award the project to the sole bidder (not recommended).

Financial Impact

There may be some additional engineering and design costs associated with restructuring the project, however, it is anticipated the total project cost will be significantly less than the bid received.

Recommendation

Staff recommends that Council approve the suggested motion.

Concurrence

Finance, and Legal concur with this recommendation.

PROPOSAL

Des Moines Marina Fueling System Upgrades Project

This document is a proposed form of agreement. It is subject to revision by agreement of the parties, following award of the contract, and prior to execution of the final agreement.

TO: Honorable Mayor and City Council
City of Des Moines
21630 11th Avenue South
Des Moines, WA 98198

The undersigned Bidder hereby certifies that he has examined the site of all the proposed work under this Contract and that he has read and thoroughly understands the Plans, Specifications and other Contract Documents pertaining to this Contract, that he is fully aware of the construction problems and costs involved, and proposes to perform all work for the following stated prices.

NOTE: The Bidder shall complete the entire proposal or the bid may be considered non-responsive. Additionally, the Owner has the right to correct obvious mathematical errors and reserves the right to update and/or modify contract documents before final execution.

LUMP SUM BASE BID

The construction of the improvements for the Des Moines Marina Fueling System Upgrades as shown on the drawings and as specified in this project manual for the lump sum price:

Five hundred eight-six thousand eight hundred thirteen and 00/100	Dollars \$ 586,813.00
(Amount in words)	(Amount in numbers)

Washington State sales Tax (WSST @ 10.0%) on the amount above:

Fifty-eight thousand six hundred eighty-one and 30/100	Dollars \$ 58,681.30
(Amount in words)	(Amount in numbers)

Total Lump Sum Base Bid: Total two lines above for bid amount including WSST:

Six hundred forty-five thousand four hundred ninety-four and 30/100	Dollars \$ 645,494.30
(Amount in words)	(Amount in numbers)

BID ALTERNATE NO. 1: LEAK DETECTION SENSORS AT TURBINE PUMPS

The cost to perform the work to remove three existing vaporless leak detection sensors at existing turbine pumps and provide three pressurized line leak detection sensors at existing turbine pumps as shown on the drawings and as specified in the project manual for the price:

<u>Forty-one thousand two hundred fifty-six and 00/100</u>	Dollars \$ <u>41,256.00</u>
<i>(Amount in words)</i>	<i>(Amount in numbers)</i>

Washington State sales Tax (WSST @ 10.0%) on the amount above:

<u>Four thousand one hundred twenty-five and 60/100</u>	Dollars \$ <u>4,125.60</u>
<i>(Amount in words)-include only the additional amount of the bid alt.</i>	<i>(Amount in numbers)</i>

Total Lump Sum Alternate Bid No. 1: Total two lines above for bid amount including WSST:

<u>Forty-five thousand three hundred eight-one and 60/100</u>	Dollars \$ <u>45,381.60</u>
<i>(Amount in words)</i>	<i>(Amount in numbers)</i>

BID ALTERNATE NO. 2: REPLACE EXISTING FUEL MANAGEMENT PANEL IN FUEL ATTENDANT OFFICE AND CONNECT TO EXISTING WIRING

The cost to perform the work to replace existing fuel management panel in Fuel Attendant Office and connect to existing wiring as shown on the drawings and as specified in the project manual for the price:

<u>Sixty-seven thousand six hundred sixty-seven and 00/100</u>	Dollars \$ <u>67,667.00</u>
<i>(Amount in words)-include only the additional amount of the bid alt.</i>	<i>(Amount in numbers)</i>

Washington State sales Tax (WSST @ 10.0%) on the amount above:

<u>Six thousand seven hundred sixty-six and 70/100</u>	Dollars \$ <u>6,766.70</u>
<i>(Amount in words)</i>	<i>(Amount in numbers)</i>

Total Lump Sum Alternate Bid No. 2: Total two lines above for bid amount including WSST:

<u>Seventy-four thousand four hundred thirty-three and 70/100</u>	Dollars \$ <u>74,433.70</u>
<i>(Amount in words)</i>	<i>(Amount in numbers)</i>

BID ALTERNATE NO. 3: REPLACE FUEL HOSE REELS AND FUEL HOSE AT DISPENSERS

The cost to perform the work to remove six existing hose reels and seven lengths of existing fuel hose at dispensers and provide six hose reels and seven lengths of fuel hose at dispensers as shown on the drawings and as specified in the project manual for the price:

Forty-four thousand eight hundred fifty-two and 00/100 Dollars \$ 44,852.00
(Amount in words)-include only the additional amount of the bid alt. *(Amount in numbers)*

Washington State sales Tax (WSST @ 10.0%) on the amount above:

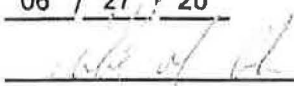
Four thousand four hundred eighty-five and 20/100 Dollars \$ 4,485.20
(Amount in words) *(Amount in numbers)*

Total Lump Sum Alternate Bid No. 3: Total two lines above for bid amount including WSST:

Forty-nine thousand three hundred thirty-seven and 20/100 Dollars \$ 49,337.20
(Amount in words) *(Amount in numbers)*

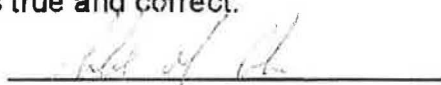
PROPOSAL (cont'd)Name of Bidder: Saybr Contractors, Inc. ,

Registration or license, Division of Professional Licensing:

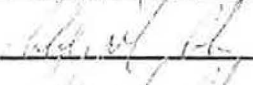
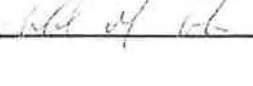
1. License number: SAYBRCI033L7Date: 06 / 27 / 202. Bidder's Signature: Title: Michael T. Mc Aloon, TreasurerAddress of Bidder: 3852 S 66th Street Tacoma, WA 98409
Street City Zip CodeBidder Telephone Number: (253) 531-2144 (206) 730-0957
Office CellBidder E-mail Address: info@saybr.comDate of Bid: 12 / 23 / 19

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the Bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Signature:  Date: 12/23/2019

Receipt is hereby acknowledged for the following Addenda:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Signature</u>
<u>01</u>	<u>11 / 22 / 19</u>	<u></u>
<u>02</u>	<u>12 / 6 / 19</u>	<u></u>
<u>03</u>	<u>12 / 17 / 19</u>	<u></u>
<u> </u>	<u> / / </u>	<u> </u>
<u> </u>	<u> / / </u>	<u> </u>

DES MOINES MARINA FUELING SYSTEM UPGRADES PROJECT

BID OPENING

Monday, December 23, 2019

COMPANY	PROPOSAL	ADDENDUM NO. 1	ADDENDUM NO. 2	ADDENDUM NO. 3	BID BOND	NON-COLLUSION	NON-SEGREGATED	BIDDERS QUALIFICATIONS
Saybr Contractors	✓	✓	✓	✓	✓	✓	✓	✓

FORM OF A BID BOND

BID BOND DEPOSIT

Herewith find deposit in the form of a Bid Bond
(state whether certified check, cashier's check, postal money order, or bid bond) for the amount
Of Five Percent (5%) of the Total Amount Bid, which amount is not less than five
percent (5%) of the total bid, including sales tax.

Saybr Contractors, Inc.

By: _____

Signature _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Saybr Contractors, Inc., as Principal,
and North American Specialty Insurance Company, as Surety, are held and firmly
bound unto the City of Des Moines, as Obligee, in the penal sum of
Five Percent (5%) of the Total Amount Bid
dollars (\$ 5%) for the payment of which the Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
by these presents.

The Condition of this obligation is such that if the Obligee shall make award to the
Principal for the **Des Moines Marina Fueling System Upgrades Project**, according to the
terms of the proposal or bid made by the Principal therefore and the Principal shall duly make
and enter into a contract with the Obligee in accordance with the terms of said proposal or bid
and award and shall give bond for the faithful performance thereof, with Surety or Sureties
approved by the Obligee; or, if the Principal shall in case of failure so to do, pay and forfeit to the
Obligee the penal amount of the deposit specified in the call for bids; then this obligation shall
be null and void; otherwise it shall be and remain in full force and effect and the Surety shall
forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this
bond.

SIGNED, SEALED AND DATED THIS 16th DAY OF December,
20 19.

Saybr Contractors, Inc.

By: _____

PRINCIPAL Karen Say-Valadez President
North American Specialty Insurance Company

SURETY Holly E. Ulfers Attorney-in-Fact

Received return of deposit in the sum of _____

Date: _____

Signature: _____

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

KATHLEEN M. MITCHELL, SCOTT C. ALDERMAN, TIMOTHY S. BUHITE, DEBBIE LINDSTROM, JOHN DRUMMEY, JR., PEGGY A. FIRTH,

JAMIE ARMFIELD, ROXANA PALACIOS, SANDRA STEWART, HOLLY E. ULFERS, KATIE SNIDER, AMBER ENGEL JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

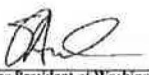
FIFTY MILLION (\$50,000,000.00) DOLLARS

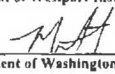
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3RD day of OCTOBER, 20 19.

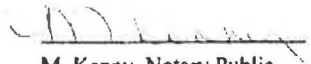
**North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation**

State of Illinois
County of Cook ss:

On this 3RD day of OCTOBER, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

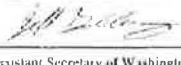
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of December, 20 19.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

CITY OF DES MOINES
NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON) ss.
County of King)

Michael T. Mc Aloon, being first duly sworn on his oath, says he is the Treasurer of Saybr Contractors, Inc. and that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any matter sought by collusion to secure to (her)(him)self an advantage over any other bidder or bidders.

 Michael T. Mc Aloon, Treasurer

Subscribed and sworn to before me this 16th day
of December, 2019.



Laroue Burns
Notary Public in and for the State of Washington,
Residing at Fife, WA
My commission expires 06/15/2022

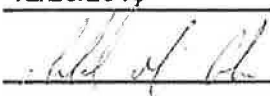
NON-COLLUSION AFFIDAVIT
1 OF 1

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that s/he does not maintain or provide for his/her employees any segregated facilities at any of her/his establishments, and that s/he does not permit her/his employees to perform their services at any locations under her/his control where segregated facilities are maintained. The undersigned certifies further that s/he will not maintain or provide for her/his employees any segregated facilities at any of her/his establishments, and that s/he will not permit her/his employees to perform their services at any location under her/his control where segregated facilities are maintained. The undersigned agrees that a breach of this certification will be in violation of the Equal Opportunity clause set forth in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

The undersigned agrees that, except where s/he has obtained identical certification from subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that s/he will obtain identical certifications from subcontractors and that s/he will retain such certifications in her/his files.

DATE:	12/23/2019
Signature:	
Name/Title:	Michael T. Mc Aloon, Treasurer
Bidder Name:	Saybr Contractors, Inc.
Address:	3852 S 66th Street
City/State/Zip:	Tacoma, WA 98409

CERTIFICATION OF NON-SEGREGATED FACILITIES

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder submitting a proposal on work included in these Plans and Specifications shall prepare and submit as part of this bid the following schedule:

1. Name of bidder: Saybr Contractors, Inc.
2. Business address and telephone number:
3852 S 66th Street
Tacoma, WA 98409
(253) 531-2144
3. Name of Owner: Saybr is majority owned by Karen Say-Valadez, President/CEO
4. Year Business Originated: 1997
5. How many years has said bidder been engaged in the contracting business under present firm name: 22 Years
6. Have you operated three years without interruption? Yes ✓ No
7. Contracts now in hand (gross amount): \$ 35 million
8. Bank references:
Heritage Bank, Seattle Branch, John Evans, Vice President of Commercial Banking
1420 5th Ave, Suite 3600, Seattle, WA 98101
Phone: (206) 204-4080 Email: John.evans@Heritagebanknw.com
9. Dept. of Labor and Industries' firm number: 936,719-00
10. Dept. of Revenue registration number: 601-795-367
11. Washington State Business License Number: SAYBRCI003L7
12. Identify at least two other public agencies that the company has provided equivalent services to within the past three years. Identify other work performed in the past three years to detail additional experience and qualifications.
 - 1) Customer Reference: Washington State Department of Transportation
 Dollar value of work on an annualized basis: \$ 1.5 million

Customer Phone Number: Jeff Schroeder, Fuel System Specialist, (360) 705-7885

Date of Work: Multi-Year Contract for Fuel System Replacement Services, Expires 2021

May we Contact the Named Customer? Yes ☒ No ☐

2) Customer Reference: Elliott Bay Marina

Dollar value of work on an annualized basis: \$ 175,000

Customer Phone Number: Dwight Jones, General Manager, (206) 285-4817

Date of Work: Ongoing Fuel System Maintenance at Fuel Dock

May we Contact the Named Customer? Yes ☒ No ☐

3) Customer Reference: Seattle Boat Dock Fuel System Installation

Dollar value of work on an annualized basis: \$ \$189,750.00

Customer Phone Number: Trevor Campbell, Director of Operations, (206) 786-0074

Date of Work: June 2019, New Dock Fuel System Installation at North Lake Union

May we Contact the Named Customer? Yes ☒ No ☐

4) Customer Reference: City of Seattle

Dollar value of work on an annualized basis: \$ 550,000

Customer Phone Number: Daniel Holmberg, Fuel Manager, (206) 684-3104

Date of Work: Multi-Year Contract for Fuel System Maintenance, Expires 2026

May we Contact the Named Customer? Yes ☒ No ☐

Saybr Contractors, Inc.

Name of Bidder

By: Michael T. Mc Aloon 

Title: Treasurer

Date: December 23, 2019

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Joe Dusenbury

From: Mike Lehner <Mlehner@WoodHarbinger.com>
Sent: Thursday, January 02, 2020 1:49 PM
To: Joe Dusenbury
Cc: Peter Lekhakul; Scott Wilkins; Melissa Evans
Subject: 18043: DM Marina Fuel - Bids
Attachments: 2018-1210 100%_Project Cost Estimate_fuel-elec.pdf; Saybr Bid.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Joe,

Per your request, I reviewed the attached bid. I attached our Dec 2018 cost estimate as well for reference. There is only one bidder – Saybr Contractors, Inc.

Pricing is:

Base bid (with tax): \$645k

Bid Alt 1 Leak detect sensors (with tax): \$45k

Bid Alt 2 Fuel panel replacement (with tax): \$74.5k

Bid Alt 3 Fuel hose reels (with tax): \$49.5k

Total price w/ all alts – \$814k

The original 2018 Dec cost estimate was \$410k.

I have the following comments:

1. The 2019 bid documents with alternates deleted some leak detection work from the 2018 documents. Would estimate about \$40k reduction. However, Addition of the fuel hose reels most likely offsets most of this cost, would estimate rough cost for 2019 is \$400k.
2. The Saybr bid is \$810k, which is more than double the Engineer's estimate.
3. For bid alternate 1, DM Marina already had a price of around \$10–25k (based on discussions), which is about half of what the Saybr bid alternate is.
4. For bid alternate 2, DM Marina already had a price of around \$30k based on discussions, which is more than half of what the Saybr bid alternate is.
5. Contractor did not provide a breakdown of costs.

Conclusion:

It appears that the Saybr bid is very high, and that the contractor made some assumptions to cover unanticipated costs. It cannot be verified if the bid matches the project scope. This is not considered a responsive bid. Finally there is only one bid which is not a competitive situation.

Michael Lehner P.E.

Associate

direct 425.628.6094 mobile 206.909.6626

Wood Harbinger | 50+ Years in the Pacific Northwest.

From: Joe Dusenbury <JDusenbury@desmoineswa.gov>
Sent: Monday, December 23, 2019 3:01 PM
To: Mike Lehner <Mlehner@WoodHarbinger.com>
Cc: Scott Wilkins <SWilkins@desmoineswa.gov>
Subject: Bids

Hi Mike,

Bad news, we only received one bid and as you can see it is not responsive. We will check in with you next week.

Thanks

joe

WOOD/HARBINGER, INC.		Consulting Engineers - Bellevue, Washington		COST ESTIMATE			
Job Name Des Moines Marina	Basis for Estimate [] No Design Completed [X] Design 100%	Estimated by M. Lehner / P. Lekhakul		Job Number 18,043			
Description Fuel system Replacement	[] Design Final/Bid [] Other (Specify)	Checked by TJB		Date December 10, 2018			
DESCRIPTION	QUANTITY	MATERIAL COST		LABOR COST		ENGINEERING ESTIMATE	
	NUMBER UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL

Project Summary

Base Bid		\$211,844	\$131,181	\$343,025
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Project Subtotal		\$211,844	\$131,181	\$343,025
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Bidding Climate	25%		32,795.16	\$32,795
Construction Contingency	10%			\$34,302

Project Total				\$410,122
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Base Bid

Mechanical Systems Cost Summary		\$177,678	\$112,269	\$289,948
Dock Electrical Cost Summary		\$14,908	\$6,986	\$21,893
General Contractor's Mark-up		\$19,259	\$11,926	\$31,184

Subtotal		\$211,844	\$131,181	\$343,025
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General Contractor's Mark-up	10.0	%		
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WOOD/HARBINGER, INC.		Consulting Engineers - Bellevue, Washington		COST ESTIMATE			
Job Name Des Moines Marina	Basis for Estimate [] No Design Completed [X] Design 100% [] Design Final/Bid [] Other (Specify)	Estimated by M. Lehner		Job Number 18,043			
Description Fuel system Replacement		Checked by TJB		Date December 10, 2018			
DESCRIPTION		QUANTITY	MATERIAL COST		LABOR COST		ENGINEERING ESTIMATE
	NUMBER	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	TOTAL

Mechanical Systems Cost Summary

Fuel Piping Systems--Diesel and Regular	\$144,454	\$68,332	\$217,041
Subtotal, Mechanical Systems Cost Summary	\$144,454	\$68,332	\$217,041

Overhead and Profit

Average Fixed Overhead	18.3	%		\$12,505	\$12,505
Trade Overhead	16.0	%		\$10,933	\$10,933
Trade Workers' Compensation	7.0	%		\$4,783	\$4,783
Overwater Insurance	10.0	%		\$6,833	\$6,833
Profit	10.0	%	\$14,445	\$6,833	\$21,279
Tax	10.0	%	\$14,445		\$14,445
Haz-mat equipment/response plan	3.0	%	\$4,334	\$2,050	\$6,384
Subtotal, Mechanical Systems Cost Summary	Overhead and Profit		\$33,224	\$43,937	\$77,162
Total, Mechanical Systems Cost Summary			\$177,678	\$112,269	\$289,948

Fuel Piping Systems--Diesel and Regular

Costs include area factor for Seattle

Mobilization/Demobilization	2.0%							\$4,256
Fuel line cleaning, removal, and haul	1	LS	\$0.00	\$0.00	\$4,950.00	\$4,950.00	\$4,950.00	\$4,950
Diposal of oily sludge off site	250	GAL.	\$0.00	\$0.00	\$7.26	\$1,815.00	\$7.26	\$1,815
Dispenser, 22 gpm, diesel and gas	2	EA	\$8,400.00	\$16,800.00	\$3,300.00	\$6,600.00	\$11,700.00	\$23,400
Dispenser, 60 gpm diesel+ 22gpm gas	1	EA	\$14,280.00	\$14,280.00	\$3,300.00	\$3,300.00	\$17,580.00	\$17,580
316 SS Plate mounting adaptor	3	EA	\$525.00	\$1,575.00	\$440.00	\$1,320.00	\$965.00	\$2,895
Hose reel, SS, 1 x35	1	EA	\$1,680.00	\$1,680.00	\$550.00	\$550.00	\$2,230.00	\$2,230
Replace valve containment box, SS	1	EA	\$3,675.00	\$3,675.00	\$550.00	\$550.00	\$4,225.00	\$4,225
Guest dock containment box, SS	1	EA	\$2,625.00	\$2,625.00	\$440.00	\$440.00	\$3,065.00	\$3,065
2" Dbl wall SS fuel piping, flexible	450	FT	\$88.20	\$39,690.00	\$16.50	\$7,425.00	\$104.70	\$47,115
Repair Bulkhead seals	2	EA	\$420.00	\$840.00	\$660.00	\$1,320.00	\$1,080.00	\$2,160
2" fuel carrier hose	130	FT	\$21.00	\$2,730.00	\$12.10	\$1,573.00	\$33.10	\$4,303
3½" fuel containment hose	140	FT	\$26.25	\$3,675.00	\$13.20	\$1,848.00	\$39.45	\$5,523
Fuel line fittings	1	LS	\$1,575.00	\$1,575.00	\$1,650.00	\$1,650.00	\$3,225.00	\$3,225
Containment box fittings	1	LS	\$1,575.00	\$1,575.00	\$1,650.00	\$1,650.00	\$3,225.00	\$3,225
2" solenoid valve	2	EA	\$3,675.00	\$7,350.00	\$550.00	\$1,100.00	\$4,225.00	\$8,450

City of Des Moines Marina
Fuel System Upgrades

WOOD/HARBINGER, INC.		Consulting Engineers - Bellevue, Washington				COST ESTIMATE		
Job Name Des Moines Marina	Basis for Estimate [] No Design Completed		Estimated by M. Lehner			Job Number 18,043		
Description Fuel system Replacement	[X] Design 100% [] Design Final/Bid [] Other (Specify)		Checked by TJB			Date December 10, 2018		
DESCRIPTION	QUANTITY		MATERIAL COST		LABOR COST		ENGINEERING ESTIMATE	
	NUMBER	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
2" ball valve, SS	8	EA	\$405.30	\$3,242.40	\$165.00	\$1,320.00	\$570.30	\$4,562
1-1/2" Breakaway valve	6	EA	\$1,050.00	\$6,300.00	\$220.00	\$1,320.00	\$1,270.00	\$7,620
2" safety valve	2	EA	\$1,408.05	\$2,816.10	\$220.00	\$440.00	\$1,628.05	\$3,256
2" check, SS	2	EA	\$262.50	\$525.00	\$0.00	\$0.00	\$262.50	\$525
Entry and other rubber boots	10	EA	\$157.50	\$1,575.00	\$220.00	\$2,200.00	\$377.50	\$3,775
Instrumentation:								
Fuel management panel	1	EA	\$16,800.00	\$16,800.00	\$11,000.00	\$11,000.00	\$27,800.00	\$27,800
Leak detect sensors	1	LS	\$14,127.75	\$14,127.75	\$5,500.00	\$5,500.00	\$19,627.75	\$19,628
Sensor cable	5,000	LF	\$0.11	\$525.00	\$0.28	\$1,375.00	\$0.38	\$1,900
Conduit	50	LF	\$5.25	\$262.50	\$13.20	\$660.00	\$18.45	\$923
Wiring termination	1	LS	\$210.00	\$210.00	\$1,650.00	\$1,650.00	\$1,860.00	\$1,860
Connection/programming	30	HRS	\$0.00	\$0.00	\$61.60	\$1,848.00	\$61.60	\$1,848
Startup and testing	80	HRS	\$0.00	\$0.00	\$61.60	\$4,928.00	\$61.60	\$4,928
Subtotal				\$144,454		\$68,332		\$217,041

WOOD/HARBINGER, INC.		Consulting Engineers - Bellevue, Washington			COST ESTIMATE		
Job Name Des Moines Marina	Basis for Estimate [] No Design Completed [X] Design 100%	Estimated by P. Lekhakul			Job Number 18,043		
Description Fuel system Replacement Docks	[] Design Final/Bid [] Other (Specify)	Checked by TJB			Date December 10, 2018		
DESCRIPTION	QUANTITY		MATERIAL COST		LABOR COST		ENGINEERING ESTIMATE
	NUMBER	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST TOTAL

Dock Electrical Cost Summary

Switchboards/Panelboards, Stainless Steel Enclosure, NEMA 4X	\$300	\$450	\$750
Cable Carrier System	\$0	\$0	\$0
Wire and Cable - 600V or Less	\$3,721	\$1,160	\$4,881
Raceways and Boxes	\$9,531	\$2,792	\$12,323
Subtotal, Dock Electrical Cost Summary	\$13,552	\$4,402	\$17,954

Overhead and Profit

Average Fixed Overhead	16.3	%	\$717
Trade Overhead	16.0	%	\$704
Trade Workers' Compensation	6.4	%	\$282
Overwater Insurance	10.0	%	\$440
Profit	10.0	%	\$440
			\$1,355

Subtotal, Dock Electrical Cost Summary	Overhead and Profit	\$1,355	\$2,584	\$3,939
Total, Dock Electrical Cost Summary		\$14,908	\$6,986	\$21,893

Switchboards/Panelboards, Stainless Steel Enclosure, NEMA 4X								
Ckt Breaker, 120V, 1 ph, 20A, shunt trip	3	EA	\$100.00	\$300.00	\$150.00	\$450.00	\$250.00	\$750
Subtotal				\$300		\$450		\$750

Cable Carrier System								
Cable Carrier Unit		EA	\$7,500.00	\$0.00	\$2,500.00	\$0.00	\$10,000.00	\$0
Subtotal								

Wire and Cable - 600V or Less								
#250 Type W Conductor, 4/C	20	FT	\$35.00	\$700.00	\$3.30	\$66.00	\$38.30	\$766
#1 Type W Conductor, 1/C	10	FT	\$5.75	\$57.50	\$1.66	\$16.60	\$7.41	\$74

WOOD/HARBINGER, INC.		Consulting Engineers - Bellevue, Washington			COST ESTIMATE			
Job Name	Basis for Estimate	Estimated by			Job Number			
Des Moines Marina	☐ No Design Completed	P. Lekhakul			18,043			
Description	☒ Design 100%	Checked by			Date			
Fuel system Replacement Docks	☐ Design Final/Bid ☐ Other (Specify)	TJB			December 10, 2018			
DESCRIPTION	QUANTITY		MATERIAL COST		LABOR COST		ENGINEERING ESTIMATE	
	NUMBER	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL

#350 XHHW Conductor	160	FT	\$8.00	\$1,280.00	\$2.85	\$456.00	\$10.85	\$1,736
#1, THWN Grounding Conductor	40	FT	\$2.70	\$108.00	\$0.91	\$36.40	\$3.61	\$144
#2, THWN Grounding Conductor	70	FT	\$2.47	\$172.90	\$0.81	\$56.70	\$3.28	\$230
#4/0 XHHW Conductor	210	FT	\$6.25	\$1,312.50	\$1.66	\$348.60	\$7.91	\$1,661
#12 XHHW Conductor	360	FT	\$0.25	\$90.00	\$0.50	\$180.00	\$0.75	\$270

Subtotal				\$3,720.90		\$1,160.30		\$4,881
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Raceways and Boxes

1" fiberglass conduit	125	FT	\$5.00	\$625.00	\$4.50	\$562.50	\$9.50	\$1,188
1" Couplings	6	EA	\$8.40	\$50.40	\$22.50	\$135.00	\$30.90	\$185
1" Sealing Fittings	3	EA	\$41.00	\$123.00	\$38.00	\$114.00	\$79.00	\$237
Junction Box, 316 NEMA 4X, 20x16x8	2	EA	\$1,500.00	\$3,000.00	\$150.00	\$300.00	\$1,650.00	\$3,300
3" PVC Conduit	30	FT	\$5.50	\$165.00	\$10.00	\$300.00	\$15.50	\$465
3" LB Fitting	2	EA	\$150.00	\$300.00	\$150.00	\$300.00	\$300.00	\$600
3" PVC Coupling	4	EA	\$2.00	\$8.00	\$40.00	\$160.00	\$42.00	\$168
3" Steel Box Connector	4	EA	\$65.00	\$260.00	\$35.00	\$140.00	\$100.00	\$400
3" Liquid tight, Box Connector	4	EA	\$500.00	\$2,000.00	\$35.00	\$140.00	\$535.00	\$2,140
3" SS Strain Relief	4	EA	\$500.00	\$2,000.00	\$35.00	\$140.00	\$535.00	\$2,140
Terminal Blocks (5 pole)	10	EA	\$100.00	\$1,000.00	\$50.00	\$500.00	\$150.00	\$1,500

Subtotal				\$9,531		\$2,792		\$12,323
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TOTAL PROJECT SCOPE			
Expenditures	1/1/18 Current CIP Budget	2018 CIP Supplemental Request	2018 Revised CIP Budget Estimate
Design			
Internal Engineering/Project Mgmt.		50,000	50,000
Other Professional Services		-	-
Prop/ROW/Easements			
Construction			
Internal Engr- Proj Mgmt/ Inspect		-	-
Construction Contract 1		150,000	150,000
Other			
Interfund Financial Services		-	-
Contingencies		40,000	40,000
Total Project Expense Budget:	-	240,000	240,000

Funding Sources	1/1/18 Current CIP Budget	2018 CIP Supplemental Request	2018 Revised CIP Budget Estimate
Marina Rates		240,000	240,000
Total Project Revenue Budget:	-	240,000	240,000

Committed Cash:

ACTUAL EXPENDITURES				BUDGET		PROJECT BUDGET ALLOCATIONS BY YEAR PER ADOPTED 6 YEAR PLAN				
Project to Date 12/31/17	Project To Date 10/31/2018	2018 Year to Date 10/31/2018	2018 Remaining Budget	Adopted Current Year Budget	Year End Estimate 2018	Estimated Year End 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021	Planned Year 2022
-	-	-	-	-	50,000	50,000				
-	-	-	-	-						
-	-	-	-	-						
-	-	-	-	-						
-	-	-	-	-						
-	-	-	-	-			150,000			
-	-	-	-	-						
-	-	-	-	-						
-	-	-	-	-			40,000			
-	-	-	-	-	50,000	50,000	190,000			

Project to Date 12/31/17	Project to Date 10/31/2018	2018 YTD 10/31/2018	2018 Remaining Budget	Adopted Current Year Budget	Year End Estimate 2018	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022
-	-	-	-	-	50,000	50,000	190,000			
-	-	-	-	-	50,000	50,000	190,000			

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution 20-001 Accepting Findings of Fact That An Emergency Existed

ATTACHMENTS:

1. Draft Resolution No. 20-001
2. Proclamation of Emergency
3. Public Works Contract; Scarsella Bros, Inc.
4. 2018-2019 On-Call General Civil Engineering Services Task Order; HWA GeoSciences Inc.

AGENDA OF: January 9, 2020

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: January 2, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSB

- [X] Legal JS
 [X] Finance Baw
 [] Courts N/A
 [] Police N/A

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

Purpose and Recommendation:

The purpose of this agenda item is to seek Council approval for the waiver of competitive bidding requirements for contracts authorized by the City Manager as a result of the December 20, 2019 significant rainfall event, as an emergency measure declared by the December 20, 2019 Proclamation of Emergency.

Suggested Motion

Motion: "I move to adopt Draft Resolution 20-001 to allow the waiver of competitive bidding requirements for contracts authorized by the City Manager pursuant to the December 20, 2019 Proclamation of Emergency pursuant to RCW 39.04.280."

Background:

On December 20, 2019, a significant rainfall event impacted the Puget Sound region resulting in a significant landslide adjacent to Woodmont Beach Drive and Marine View Drive. Damage was extensive and completely obstructed vehicular access to approximately 100 homes within the Lower Woodmont Neighborhood. The damage also prompted the closure of Woodmont Drive S just east of Marine View Drive due to roadway embankment and shoulder failure, ultimately undermining the stability of the roadway.

In response, a Proclamation of Emergency was issued by the City Manager on December 20, 2019 (Attachment 2), thereby waiving competitive bidding requirements and award of professional services and public works contracts for any emergency related work.

The City is contracting with Scarsella Bros, Inc. (Attachment 3), to provide emergency services for landside debris removal, traffic control, storm drainage repair, roadway repair, roadway embankment repair, guardrail repair, tree removal, and all other incidental work to reopen public Rights-of-Way. Scarsella Bros, Inc. has helped the City during previous emergency situations in the past, most notably the S 251st Street Landslide, and they have always performed professionally and expeditiously.

The City is also contracting with HWA GeoSciences (Attachment 4), to provide emergency geotechnical engineering services to guide the landslide mitigation efforts and ensure roadway stabilization measures are appropriate for this specific site. This work will consist of on-site coordination with the City, field soil testing, and documentation of geotechnical recommendations.

Discussion

Given the nature of the damage caused by the landslide, it is anticipated that Scarsella Bros, Inc. and HWA GeoSciences will be retained until both Woodmont Beach Drive, Marine View Drive, and the existing grade where the landslide occurred are fully stabilized, restored, and open for public use. Site constraints limit the ability to install temporary facilities and have only been pursued to maintain emergency access to the Lower Woodmont Community. Permanent measures will be constructed in less time without future need of replacement. It is also anticipated that a rock buttress system can be utilized to stabilize the roadways which will save considerable resources versus construction of retaining walls.

Alternatives

None

Financial Impact

Emergency contract work performed by Scarsella Bros, Inc. is being tracked by Force Account per WSDOT Section 1-09.6 of the Standard Specifications for Road, Bridge, and Municipal Construction.

Emergency contract work performed by HWA GeoSciences is being tracked by time and materials per the City's 2018-2019 On-Call General Civil Engineering contract.

Staff anticipates the total cost of the emergency work to be in the \$150k-\$250k range. It is also anticipated that City funds will be used to cover these cost as there will likely not be a larger statewide emergency declared. Staff will work with the Finance Department to determine the source of funding, which could include Surface Water funds as well as some general fund balance.

Recommendation

Staff recommends adoption of the motion.

CITY ATTORNEY'S FIRST DRAFT 1/9/2020**DRAFT RESOLUTION NO. 20-001**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, accepting findings that an emergency existed on December 20, 2019, which justified the City's entering into emergency contracts to repair and remediate the effects of a landslide that compromised Marine View Drive, Woodmont Beach Drive, and private property; and to ratify the actions taken and the waiver of the competitive bid laws pursuant to state law and the December 20, 2019 Proclamation of Emergency.

WHEREAS, on Friday, December 20, 2019, the City experienced heavy rainfall causing a landslide in the Woodmont Beach neighborhood which undermined Marine View Drive, blocked Woodmont Beach Road South, and completely obstructed the only road access to approximately 100 homes, and

WHEREAS, the landslide represented a real and immediate threat to life and property and a threat to the proper performance of essential functions, and

WHEREAS, RCW 39.04.280(1)(e) allows for the waiver of competitive bidding for contracts for emergency expenditures caused by unanticipated occurrences for the restoration to a condition of usefulness of any public property which has been damaged or destroyed or for public relief from an unanticipated emergency, and

WHEREAS, on December 20, 2019, a Proclamation of Emergency was issued by the City Manager, thereby waiving competitive bidding requirements and awards for any emergency related work, and

WHEREAS, emergency-related work included efforts to secure and stabilize the landslide area and storm water facilities downstream, and

WHEREAS, the City entered into emergency professional services and public works contracts to respond to the remediation of the site and the emergency stabilization of the hillside and storm water facilities to their previous condition prior to the storm, and

WHEREAS, The City Council was formally briefed on the situation on January 9, 2020; now therefore,

Resolution No. _____
 Page 2 of 2

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

Sec. 1. The foregoing recitals are adopted as findings of fact.

Sec. 2. The City Council finds that, under these circumstances, an emergency existed as defined by RCW 39.04.280(3), justifying execution of construction contracts and professional services contracts without compliance with competitive bidding requirements of state law, including an emergency contract with **Scarsella Bros, Inc.** for landslide debris removal, traffic control, storm drainage repair, roadway repair, roadway embankment repair, guardrail repair, tree removal, and all other incidental work to reopen public Rights-of-Way.

Sec. 3. The Des Moines City Council does hereby ratify the actions taken and the waiver of the competitive bid laws pursuant to state law and the December 20, 2019 Proclamation of Emergency.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2020 and signed in authentication thereof this ____ day of _____, 2020.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

PROCLAMATION OF EMERGENCY

WHEREAS, Des Moines staff has reported to the City Manager, beginning on December 19 or December 20, 2019, a mudslide occurred in the Woodmont Beach neighborhood that has resulted in Woodmont Beach Drive being completely blocked. This road is the only access to the lower Woodmont neighborhood. Due to the mudslide, at the time of this proclamation, there is no access to and from the lower Woodmont neighborhood in the City of Des Moines, and

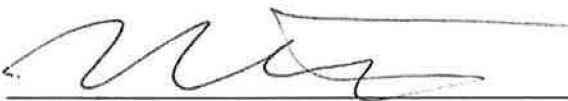
WHEREAS, these problems may last for a significant period of time and cause a threat to life and property, and

WHEREAS, this constitutes an emergency as defined by the Des Moines Comprehensive Emergency Management Plan and necessitates the utilization of emergency powers granted pursuant to chapter 2.36 DMMC, RCW 36.40.180, and RCW 38.52.070(2); now therefore,

BE IT PROCLAIMED BY THE City Manager of the City of Des Moines that an emergency exists in the City of Des Moines; therefore, the Des Moines Director of Emergency Management and City departments are authorized to take emergency actions and to provide emergency services to protect the health and safety of persons and property pursuant to the City of Des Moines Comprehensive Emergency Management Plan ("Plan"), chapter 38.52 RCW, and chapter 2.36 DMMC. As directed pursuant to the Plan, each City department is authorized to exercise the powers vested under this proclamation to enter into contracts and to incur obligations necessary to combat such victims of such disaster in the light of the exigencies of an extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements.)

DATED this 20th day of December, 2019.

CITY OF DES MOINES



City Manager

APPROVED AS TO FORM:



Des Moines City Attorney

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**CONTRACT AMENDMENT/ADDENDUM FORM****CONTRACT BETWEEN
THE CITY OF DES MOINES AND SCARSELLA BROS, INC**

THIS AMENDMENT/ADDENDUM is entered into on this 24th day of December, 2019, pursuant to that certain Contract entered into on the 20th day of December, 2019, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **Scarsella Bros, Inc,**

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

I) **SECTION II** of the Contract is hereby amended to extend the completion date to **30 calendar days.**

Except as modified hereby, all terms and conditions of the contract remain in full force and effect.

PUBLIC WORKS CONTRACT
between City of Des Moines and
Scarsella Bros., Inc

THIS CONTRACT is made and entered into this 20 day of December, 2019, by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Scarsella Bros., Inc organized under the laws of the State of Washington, located and doing business at P.O.Box 68697 Seattle, WA 98168-1697; Robert Scarsella 253-872-7173 (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope and Schedule of Work, attached hereto and incorporated herein by reference.

Following a landslide 12/20/19 on Marine View Drive, and resulting damages to Woodmont Beach Drive, as declared an Emergency by the City on 12/20/19, Scarsella Bros., Inc. shall:

Perform work as directed by the Agency or authorized engineers.

All work shall meet the requirements of the WSDOT Standard Specifications and Standard Plans 2018.

The work shall be measured and paid using Force Account per WSDOT Section 1-09.6 of the Standard Specifications.

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

b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for those items mentioned therein to be furnished by the City.

c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated. In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) shall perform any changes in the work in accord with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 1. Terms and provisions of the Contract
- 2. Addenda,
- 3. Proposal Form,
- 4. Special Provisions, including APWA General Special Provisions, if they are included,
- 5. Contract Plans,
- 6. Amendments to the Standard Specifications,
- 7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
- 8. Contracting Agency's Standard Plans (if any), and
- 9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit A attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I **5 Calendar Days**. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor per Force Account per WSDOT Section 1-09.9 of the Standard Specification, plus any applicable Washington State

Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.
- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor 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 the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.
- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND

**IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL
PAYMENT IS MADE AND ACCEPTED.**

IV. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Planning, Building and Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

V. TERMINATION. The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this Contract.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Contract.

If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract until the Contract work is completed. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

VI. Liquidated Damages. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract.

This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$0** shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

VII. PREVAILING WAGES. Contractor 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 Contractor'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. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, 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 Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

VIII. Hours of Labor. Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

IX. Compliance with Wage, Hour, Safety, and Health Laws. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards. The Contractor certifies that, within the three-year period immediately preceding this Project, the Contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

X. Days and Time of Work. Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 7:00 p.m.

Saturday, Sunday and Holidays: 8:00 a.m. to 5:00 p.m.

XI. Workers' Compensation. The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers' Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.

The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for

any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within axel seven (7) calendar days of the date Contractor 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 Contractor'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 Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

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

XIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within seven (7) calendar days of the occurrence of the events giving rise to the claims, or within seven (7) calendar days of the date the Contractor 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 Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

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

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

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

XV. WARRANTY. Upon acceptance of the contract work, Contractor must provide the City a warranty bond for one year in the amount of the contract value specified in Section III above and in a form acceptable to the City. In the event any defects are found within the first year, the warranty bond shall be extended for an additional year. The Contractor 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 parts are repaired or replaced, 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 Contractor shall begin to correct any defects within seven (7) calendar days of its

receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

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

XVII. INDEMNIFICATION. Contractor 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 Contract, except for injuries and damages caused by the sole negligence of the City.

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Contract.

XVIII. INSURANCE. The Contractor 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.

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability Insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor'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

Contractor 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 insurance of the Contractor before commencement of the work.

F. Subcontractors

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

E. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. Failure to Maintain Insurance

Failure on the part of the Contractor 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 Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

XIX. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor 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 Contractor's own risk, and Contractor 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.

XX. Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish a performance and payment bond to the City in the full amount of the bid with a surety company as surety, ensuring that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bond shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company providing such bond shall agree to be bound to the laws of the state of Washington, and subjected to the jurisdiction of the state of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bond is supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$35,000.00, which sum shall be determined after the addition of applicable Washington

State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bond, elect to have the City retain 50% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

XXI. Debarment. The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

XXII. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

G. 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.

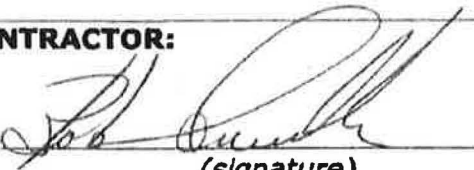
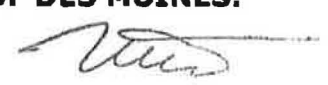
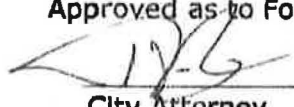
H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

I. 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.

J. 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, then the order of precedence shall be in accordance with Section I c of this Contract.

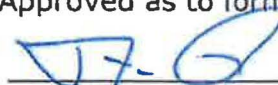
K. Severability. If any one or more sections, sub-sections, or sentences of this Contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Contract and the remainder shall remain in full force and effect.

IN WITNESS, the parties below execute this Contract, and certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. This contract shall become effective on the last date entered below.

CONTRACTOR: By:  (signature) Print Name: <u>Robert Scarsella</u> Its <u>Vice President</u> _____ DATE: <u>Dec. 21, 2019</u> (Title)	CITY OF DES MOINES: By:  (signature) Print Name: <u>Michael Matthias</u> Its <u>City Manager</u> _____ DATE: <u>12/22/19</u> (Title) Approved as to Form:  City Attorney DATE: <u>12/20/19</u>
---	--

NOTICES TO BE SENT TO: CONTRACTOR: Mason Dhanens P.O. Box 68697 Seattle, WA 98169-0697 253-872-7173 (telephone) 253-395-1209 (facsimile)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Andrew Merges, PE City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206-870-6568 (telephone) [Insert Fax Number] (facsimile)
---	--

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

CONTRACTOR By: <u></u> (signature) Print Name: <u>RIK SCARSELLA</u> Its <u>V.P. SCARSELLA BROS., INC.</u> (Title) DATE: <u>12-26-19</u>	CITY OF DES MOINES: By: <u></u> (signature) Print Name: <u>Michael Matthias</u> Its <u>City Manager</u> (Title) DATE: <u>12/24/19</u> Approved as to form: <u></u> City Attorney DATE: <u>12/27/19</u>
NOTICES TO BE SENT TO: CONTRACTOR: Mason Dhanens PO BOX 68697 Seattle, WA 98169 253-872-7173 (telephone)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Andrew Merges, PE City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 (206) 870-6568 (telephone)

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement 2018-2019 shall be in full force and effect for this Task Assignment

Location of Project: WOODMONT + MUDProject Title: WOODMONT EMERGENCY LANDSIDEMaximum Amount Payable Per Task Assignment: ON-CALL EMERGENCYCompletion Date: 12-31-19**Description of Work:**

(Note attachments and give brief description)

PROVIDE ON-CALL ENGINEERING SUPPORT TO ADDRESS WOODMONT
LANDSIDE AND RECOMMENDATIONS FOR ROAD CLOSURE/OPENING/CLOSURE.

Agency Project Manager Signature: _____

Date: 12/20/19

Oral Authorization Date: _____

12-20-19

See Letter Dated: _____

PHONE 12-20-19 9:23AM

Consultant Signature: _____

Date: 12/20/19

Agency Approving Authority: _____

Date: 12/20/19

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Roles and Duties of Councilmembers, Mayor and Deputy Mayor

JANUARY 10, 2020

Councilmember roles and duties

Councilmember = voting member of legislative body (City Council)

City Council is the Legislative Authority for the City. Broad authority:

- Establish budget
- Adopt ordinances of all kinds appropriate to the good government of the City.
- All powers under the Constitution of the State, except those specifically denied by law.

Attend City Council meetings.

Attend Council Committee meetings.

Abide by State law (Open Public Meetings Act, Appearance of Fairness Doctrine, Public Records Act, etc.)

Appoint the City Manager. City Manager is then accountable to the Council as a whole.

Councilmembers deal with the administrative services of the City solely through the City Manager (except for purposes of inquiry). RCW 35A.13.120. No regular administrative or executive duties.

Duties of the Mayor

- All rights, privileges and duties of a Councilmember.
- Presiding Officer at meetings of the City Council.
- Head of the City for ceremonial purposes.
- No regular administrative duties or executive duties.
- May take the lead in representing the City Council to those outside the community who are interested in joint ventures or economic development.

Duties of the Mayor

- Cannot commit the City without majority Council approval.
- Spokesperson for City Council, unless duty is delegated.
- Approves preliminary agenda for City Council meetings.
- May add or delete items from the agenda (three Councilmembers can also add items as well as the City Manager).
- Assigns seats to Councilmembers.
- Appoints citizens and Councilmembers to committees.
- Recognized by Governor as the head of the City for purposes of military law. RCW 35A.13.030.

Duties of Deputy Mayor

- All rights, privileges and duties of a Council-member.
- In case of the Mayor's absence or temporary disability, the Deputy Mayor shall act as Mayor during the continuance of the absence.
- Organize and facilitate the Spirit of Des Moines Awards.



CITY COUNCIL REGULAR MEETING

Speaker Sign-Up Sheet

January 09, 2020

NAME (PLEASE PRINT)	ADDRESS	TOPIC	PHONE/E-MAIL ADDRESS
✓ JEANNE Serrill	601 S 225 th 403 N	The City	206-824-9569
✓ Nancy Stephan	815 S. 216 th St.	City & Uigee	206-228-4024
✓ Kaylene Moon	815 S. 216 th St	Senior Concerns.	206-870-2067
✓ Jim Langston	600 So. 224 th	216th	206-530-6818
✓ Mary Eun	806 S. 273 rd	Mudslide	253-529-0702 206-228-2229
✓ Jan McVey	923 So 25th St	Attorney/Center	206-478-0357
Troy Dawson	21804 Mon Nur Dr Suite C	Busn Growth led Savings	

january 9, 2020

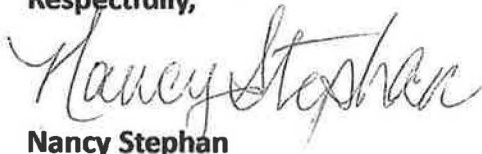
Letter to the Des Moines City Council regarding Legacy Foundation and the Council's decisions regarding Legacy, done in executive sessions, at the direction (I believe) of the City Manager

As a resident of Des Moines, it is difficult to understand the reasons for decisions regarding the Legacy Foundation, a 501c3 organization that has a history of contributing substantial financial assistance to various worthy projects in Des Moines. As a former member of the Legacy Foundation, I was pleased and proud to be a part of this supportive means for citizens to add their support to worthwhile needs of the city and its people through their donations via Legacy. It felt good to be able to support student participation scholarships in city sponsored sports, to add to the Arts as a supporter of Arts Commission projects, all beyond what my taxes paid.

As this issue has progressed, it is difficult to understand why an employee of the city council, the City Manager, is continuing to dictate to council about the role of the Legacy Foundation. To my knowledge no efforts have been made to resolve the problems of the existing situation. It is time for the city Council to question the City Manager's role in regard to the Legacy Foundation and work to regain the relationship that was positive for the city and its people.

I recognize that City Council members devote many hours of time to our city and appreciate the work they do in addition to their regular jobs and responsibilities. In many ways it must seem very thankless work. However, it is very important to each and every one of us living in Des Moines. Thank you for your time and efforts. But please rethink the role of the Legacy Foundation. You are in charge of the business of Des Moines. The City Manager works for you and must follow the philosophy of the council in decision making. Power can be destructive as well as constructive. We count on YOU!

Respectfully,


Nancy Stephan

Greetings and Happy New year. to our City council Members . I'm here to express appreciation to all of you , especially for the many unpaid hours you serve on behalf of our Community. I'm also here to welcome our 2 new member JC Harris and Tony Martinelli (

And of course I have requests

1, I;m asking for the City's ban on accepting Legacy funds to be ended. The Senior Center wants to enhance the lunch program; and the health and nutrition of the participants and appeal to younger people with the addition of a Salad Bar.

It is quite possible the Legacy Foundation would purchase it or help with the cost of food

There are many of us in the community who have gone to The Bayside Brunch for 13 years or more . Prohibiting our donations from being given to intended groups is infuriating.! It is time to end this investigation ! Please.. !

I recommend , at the very least sit down with Sue Padden and Patrice Thorell and listen to their account of the money in question !! That has not happened during the last 2 years of this issue.!! I and many others in the community believe this obstruction has gone on much to long . It MUST end. We ask for a Compatible Community again.

2.As a participant in the Senior Center I see how the convoluted chain of command is stiflingly our new capable Director. . Her "boss" at Wesley has no authority with The City Of Des Moines. Her requests for new items for the Center made in July are still awaiting an answer. . Please re think this unwieldy, awkward agreement with Wesley. These barriers seem like the Center is being devalued by Council. A direct line of command to a knowledgeable supervisor could make a much more efficient Center.

3. And finally I appeal for a Direct transparent relationship with all members of the City council,

City Manager and Wesley Partners. There are issues that get finalized with out any knowledge or input from the community . That was the case with The Senior Center being "given " to Wesley Homes..

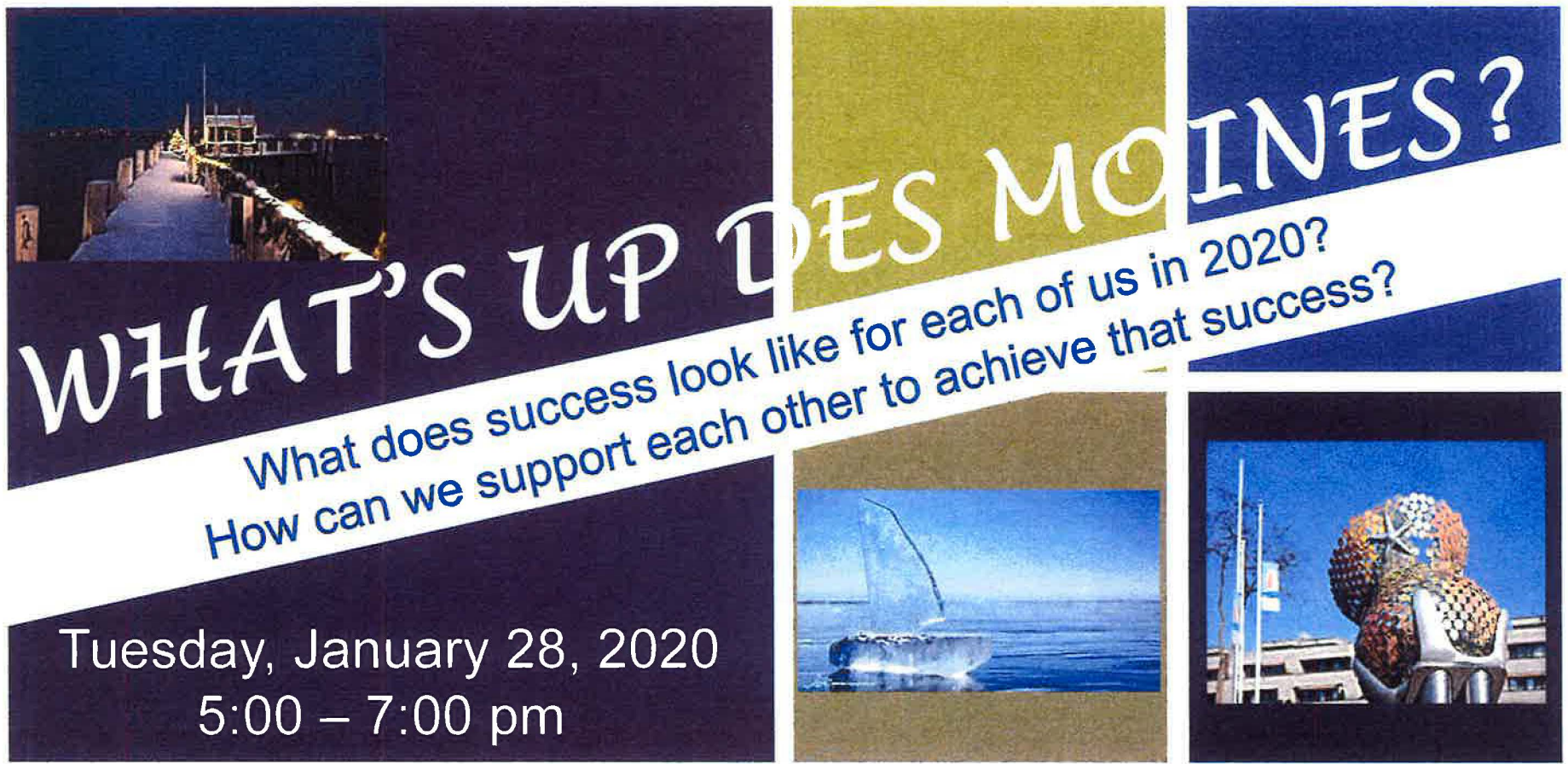
At this time there is no information being shared about the "sale" The Masonic Home. We can't seem to get an answer or an up date. The good will with the community has been damaged . With out answers and transparency people become suspicious. We want more openness and clear two way communication. We especially ask to give more input.

Thank You

respectfully

Kaylene Moon

member of the Senior Advisory Council



WHAT'S UP DES MOINES?

What does success look like for each of us in 2020?
How can we support each other to achieve that success?

Tuesday, January 28, 2020
5:00 – 7:00 pm

Business and Community Leaders working in partnership to create a thriving place to live, work, invest and play.

Come and meet your business neighbors and community leaders and enjoy food and refreshments from our local businesses!

MEET AND GREET LOCATION:

EDWARD JONES – Doug Myers
22211 Marine View Drive South, Des Moines
Ph: 206-824-3096

2020 WASHINGTON LEGISLATIVE SESSION

9 JANUARY 2020, DES MOINES CITY
COUNCIL – ANTHONY HEMSTAD

CONTENTS

- Update on issues from last session
- Overview of 2020 session
- Des Moines specific 2020 opportunities

UPDATE ON 2019 ISSUES – WHERE WE STAND TODAY

- Bulkhead - \$2 million state funding successfully extended. City working with Federal government on permitting issues so project can go forward.
- SCORE – language inserted in budget that should allow SCORE to get disproportionate share of additional state prisoner funding to recognize the higher mental and health care issues SCORE handles
- Airport – CAAC set up in free standing legislation. 2nd meeting was today. Des Moines well represented. Orwall, Keiser, Edminston. Site recommendation due 1 Jan 2022.



SESSION OUTLOOK

- Convenes 13 January for 60 days.
- Senate 29 D – 20 R (although effectively 28 – 21 as D Tim Sheldon caucuses w. Rs).
- House 57 D – 40 R 1 Ind (Shea). New Speaker. Laurie Jinkins (Tacoma)
 - Pent-up demand for bills from Chopp era
- Election year. All House & ½ Senate decided in Nov.
- I-976 fallout. \$450 million shortfall (pending legal decision) in current budget
- 2nd year of biennial budget. Supplemental budget is usually time for smaller asks in Capital budget.

DES MOINES AGENDA #1 CAPITAL BUDGET

- Capital Budget request – initial planning funds for Redondo Fishing Pier replacement along with boat launch and bathroom updates.
- Request: \$600,000 in state funds
- Regional asset, on border between two Legislative districts, reasonable to ask for State help on regional attraction



ENHANCING AIRPORT MITIGATION

- “Port Package” bill being sponsored by Keiser in Senate and Orwall in House.
- Allows for installing, repairing, replacing and updating mitigation equipment previously installed within an impacted area.
- Should allow for updating previously installed equipment. Modeled on CA legislation used in SF area. FAA provided 90% funding.
- Need legislation so program could be pursued here as well.
- Des Moines could push legislation and ask Port to do so as well.

Woodmont Landslide Emergency

Des Moines City Council
January 9, 2020

Presented by

Brandon Carver, P.E., PTOE
Public Works Director

Tommy Owen, P.E., PTOE
Civil Engineer II

PROCLAMATION OF EMERGENCY

WHEREAS, Des Moines staff has reported to the City Manager, beginning on December 19 or December 20, 2019, a mudslide occurred in the Woodmont Beach neighborhood that has resulted in Woodmont Beach Drive being completely blocked. This road is the only access to the lower Woodmont neighborhood. Due to the mudslide, at the time of this proclamation, there is no access to and from the lower Woodmont neighborhood in the City of Des Moines, and

WHEREAS, these problems may last for a significant period of time and cause a threat to life and property, and

WHEREAS, this constitutes an emergency as defined by the Des Moines Comprehensive Emergency Management Plan and necessitates the utilization of emergency powers granted pursuant to chapter 2.36 DMMC, RCW 36.40.180, and RCW 38.52.070(2); now therefore,

BE IT PROCLAIMED BY THE City Manager of the City of Des Moines that an emergency exists in the City of Des Moines; therefore, the Des Moines Director of Emergency Management and City departments are authorized to take emergency actions and to provide emergency services to protect the health and safety of persons and property pursuant to the City of Des Moines Comprehensive Emergency Management Plan ("Plan"), chapter 38.52 RCW, and chapter 2.36 DMMC. As directed pursuant to the Plan, each City department is authorized to exercise the powers vested under this proclamation to enter into contracts and to incur obligations necessary to combat such victims of such disaster in the light of the exigencies of an extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements.)

DATED this 20th day of December, 2019.

CITY OF DES MOINES



City Manager

APPROVED AS TO FORM:



Des Moines City Attorney

Storm Event Background

- Storm event on December 20th
- 5th wettest day on record
- Landslides and flooding throughout region
- NWS Seattle issued warning for increased threat of landslides
- Surface water saturated hillside



NWS Seattle 
@NWSSeattle

[Follow](#)

Sea-Tac's 3.25" yesterday was the 5th wettest day on record.

Rank

- | | | |
|----|-------|------------|
| 1. | 5.02" | 10/20/2003 |
| 2. | 3.77" | 12/03/2007 |
| 3. | 3.41" | 11/20/1959 |
| 4. | 3.29" | 11/06/2006 |
| 5. | 3.25" | 12/20/2019 |

12:54 AM - 21 Dec 2019

Response

- Slide occurred around 8:30 AM
- Compromised Woodmont Drive and blocked Woodmont Beach Drive
- No vehicular access for lower Woodmont neighborhood



- City crews diverted water
- Scarsella Bros. on site by 1 PM
- Restored access to Lower Woodmont by 8 PM

Current Activities

- Maintain roadway access to Lower Woodmont
- Remove debris
- Fix damaged storm water utilities



Current Activities Cont.

- HWA GeoSciences contracted for geotechnical support
- Scarsella to construct rock embankment
- Estimated completion 3-4 weeks
- Estimated cost \$150k-\$250k
- Temporary property access obtained





Motion

“I move to adopt Draft Resolution 20-001 to allow the waiver of competitive bidding requirements for contracts authorized by the City Manager pursuant to the December 20, 2019 Proclamation of Emergency pursuant to RCW 39.04.280.”



