

AMENDED AGENDA

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

September 17, 2020 – 5:00-8:00 p.m.

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

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

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC VIA ZOOM/WRITTEN PUBLIC COMMENT

ADMINISTRATION REPORT

Item 1: G.R.O. PROGRAM

Item 2: LIFE SAVING AWARDS

CONSENT CALENDAR

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Item 1:

APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through September 11, 2020 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#161142-161297	\$1,330,136.66
Voided Checks	#159316-159316	\$ (114.50)
Electronic Wire Transfers	# 1499-1525	\$1,370,949.90
Payroll Checks	# 19386-19386	\$ 435.05
Payroll Direct Deposit	#320001-320142	\$ 347,573.37
Payroll Direct Deposit	#340001-340160	\$ 390,087.82
Payroll Checks	# 19387-19388	\$ 2,435.69
Payroll Direct Deposit	#360001-360149	\$ 355,531.53

Total Checks and Wires for A/P and Payroll: \$3,797,035.52

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Item 2:

APPROVAL OF MINUTES

Motion is to approve the May 7, May 28, and June 11, 2020 City Council Regular Meetings Minutes.

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Item 3:

CHILDHOOD CANCER PROCLAMATION

Motion is to approve the Proclamation supporting September as Childhood Cancer Awareness Month.

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Item 4:

NATIONAL RECOVERY MONTH PROCLAMATION

Motion is to approve the Proclamation supporting September as National Recovery Month.

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Item 5:

ACCEPTANCE OF WASHINGTON TRAFFIC SAFETY COMMISSION GRANT: DES MOINES MUNICIPAL COURT – DUI COURT

Motion is to accept the grant from the Washington Traffic Safety Commission in the amount of \$70,000 for the purposes of continuing operations of the Des Moines Municipal Court-DUI Court and authorize the City Manager to sign the contract substantially in the form as attached.

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Item 6:

BARNES CREEK TRAIL – KING COUNTY GRANT SAFE ROUTES TO TRANSIT PROGRAM CAPITAL IMPROVEMENTS AGREEMENT AND 2020-2021 ON-CALL CONSULTANT AGREEMENT FOR CIVIL ENGINEERING SERVICES TASK ASSIGNMENT

Motion 1 is to approve and ratify the agreement with King County for the Safe Routes to Transit Program Capital Improvements Agreement and direct staff to bring forward a budget amendment to the 2020-2025 Capital Improvement Plan and the 2020 Capital Budget to include the grant appropriation provided to the City by this agreement in the amount of \$120,000.00.

Motion 2 is to approve the 2020-2021 On-Call General Civil Engineering Services Task Assignment #4 with KPG Inc. to provide engineering services for the Barnes Creek Trail – S. 240th Street (16th Ave S to 20th Ave S) Project in the amount of \$109,744.00, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

Page 71 Item 7:

HEMSTAD CONTRACT AMENDMENT 1

Motion is to approve and ratify Amendment 1 to the contract between the City and Hemstad Consulting, for the purpose of extending and updating the legislative advocacy contract through December 31, 2021.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – (4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

~~Item 1: LIFE SAVING AWARDS~~

EXECUTIVE SESSION

NEXT MEETING DATE

September 24, 2020 City Council Regular Meeting

ADJOURNMENT

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CITY OF DES MOINES
Voucher Certification Approval
September 17, 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 **September 17, 2020** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through September 11, 2020 and payroll transfers through September 5, 2020 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			161142	-	161297	1,330,136.66
Voided Checks			159316	-	159316	(114.50)
Electronic Wire Transfers			1499	-	1525	1,370,949.90
Total claims paid						2,700,972.06
Payroll Vouchers						
Payroll Checks	8/5/2020		19386	-	19386	435.05
Direct Deposit			320001		320142	347,573.37
Payroll Checks	8/20/2020			-		
Direct Deposit			340001		340160	390,087.82
Payroll Checks	9/4/2020		19387	-	19388	2,435.69
Direct Deposit			360001		360149	355,531.53
Total Paychecks/Direct Deposits paid						1,096,063.46
Total checks and wires for A/P & Payroll						3,797,035.52

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MINUTES**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
VIA ZOOM
May 7, 2020 – 5:00 p.m.****CALL TO ORDER**

Mayor Pina called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Nutting.

ROLL CALL

Council present: Mayor Matt Pina

Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, Anthony Martinelli and Jeremy Nutting attended the meeting via Zoom.

Staff present: Chief Operations Officer Dan Brewer, and City Clerk/Communications Director Bonnie Wilkins.

City Attorney Tim George; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Public Works Director Brandon Carver, Harbormaster Scott Wilkins; and Emergency Preparedness Manager Shannon Kirchberg attended the meeting via Zoom.

PRESIDING OFFICER'S REPORT

- Opening Remarks regard COVID-19

CORRESPONDENCE

- Marnie Sevores, Des Moines, Ban on late fees
- Christina, Cutler, Des Moines, Halting late fees on rent
- Jerry Buxton, Des Moines, Mayor's comments to Councilmember Harris
- Tim Cutler, Des Moines, Sidewalk Extension
- Esther Miller, Des Moines, COVID 19 relief for Des Moines businesses and residents
- Henry McMichaels, Des Moines, Councilmember Martinelli's proposals on blog
- Rob Main, Des Moines, CM Martinelli's Blog proposal
- Henry Stahl, Des Moines, Public Comment for May 7, 2020 City Council Meeting regarding planned expenditures
- Riley Bancroft, Des Moines, Public Comment for May 7, 2020 City Council Meeting
- Letter from Kevin Isherwood offering \$5,000 in financial support of EATS program to assist with feeding these citizens while concurrently supporting Des Moines' local businesses

COMMENTS FROM THE PUBLIC via ZOOM

- Riley Bancroft, Des Moines, Consent Calendar Item #7
- Amber Kahmylle, Des Moines, Wishes the City would do more to help its people during this pandemic

ADMINISTRATION REPORT

Item 1: COVID 19 UPDATE

- Chief Operations Officer Brewer gave Council a PowerPoint update on COVID- 19
- Dave Mataftin, South King Fire & Rescue Assistant Fire Chief gave an update on the EOC
- Emergency Preparedness Manager Kirchberg gave an update on the City's partnerships, Des Moines Food Bank, Personal Protective Equipment, and deep cleaning of City Facilities
- Chief Strategic Officer Cezar gave an update on Summer Programs and Senior Activity Center
- Harbormaster Wilkins gave an update on Redondo, Redondo Boat Launch, Parking Lot, and Boardwalk
- Chief Operations Officer Brewer gave an update on Economic Recovery and the Emergency Assistance to Seniors and Veterans (EATS) Program

Item 2: BUDGET

- Finance Director Wroe gave Council a PowerPoint update on the Budget

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Nutting

- Thanked all the City Staff, the EOC, Nurses, Doctors, South King Fire & Rescue, and the Des Moines Police Department
- Commented on Consent Calendar Items #4, Item #5, Item #6, and Item #7
- Highline School District has been amazing delivering Hot Spots, and Chrome books for kids

Councilmember Nutting asked for Council support to have Mayor Pina to send a letter of support to Governor Inslee asking that all students have the tools necessary to be successful. Council was unanimous in support.

Councilmember Harris

- Broad support funding for ISP

Councilmember Harris asked for Council support to have Mayor Pina send a letter of Support to Governor Inslee asking for support in making National First Responders Day a national holiday. Council was unanimous in support.

Direction/Action

Motion made by Councilmember Harris to City Manager Weekly Report along with the City Managers Calendar; seconded by Councilmember Martinelli.

After discussion Councilmember Harris withdrew the Motion.

Councilmember Buxton

- Des Moines Farmers Market
- Video for Senior Citizens
- Video for Graduating Seniors
- Commented on Consent Calendar Item #5, Item #6, and Item #7

Councilmember Martinelli

- Thanked First Responders and Medical Professionals

Councilmember Bangs

- Des Moines Arts Commission Meeting
- SKHHP (South King Housing and Homelessness Partnership) Executive Board Zoom Meeting
- Commented on Consent Calendar Item #7

Deputy Mayor Mahoney

- Commented on Consent Calendar Item #3, Item #6
- Destination Des Moines Parade and Fireworks Cancelled
- Thanked First Responders, Medical Professionals, and City Staff
- Governors Inslee's Phase 2 of Opening the State

PRESIDING OFFICER'S REPORT

- 30th District Democrats
- WRIA 9 Meeting
- Mayors call with Governors Aide

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through April 30, 2020 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#160555-160685	\$ 686,568.66
Electronic Wire Transfers	# 1431-1445	\$ 504,363.71
Payroll Checks	# 19378-19379	\$ 2,761.38
Payroll Direct Deposit	#160001-160144	\$ 350,077.89

Total Checks and Wires for A/P and Payroll: \$1,543,771.64

Item 2: APPROVAL OF MINUTES

Motion is to approve the February 27, 2020 Special Meeting, the February 27, March 26, and the April 9, 2020 Regular Meeting.

Item 3: 24TH AVE S IMPROVEMENTS PROJECT, KENT-DES MOINES RD. (SR 516) TO S. 223RD ST, 2020-2021 ON-CALL GENERAL CIVIL ENGINEERING SERVICES – CONSULTANT DESIGN TASK ASSIGNMENT 2020-01

Motion 1 is to approve the 2020-2021 On-Call General Civil Engineering Services Task Assignment 2020-01 with Parametrix Inc. to provide engineering services for the 24th Ave South Improvements Project (Kent-Des Moines Rd. (SR 516) to S. 223rd St) in the amount of \$432,993.82, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

Motion 2 is to direct staff to make the necessary arrangements to have all of the existing overhead utilities relocated aerially, as needed for construction, on the 24th Ave S Improvements Project (Kent-Des Moines Rd. (SR 516) to S. 223rd St), waiving the requirement for undergrounding of utilities in accordance with DMMC 12.25.110.

- Item 4: SOUTH SOUND BOATING SEASON OPENING DAY
Motion is to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 9, 2020.
- Item 5: SEXUAL ASSAULT AWARENESS MONTH PROCLAMATION
Motion is to approve the Proclamation recognizing April as Sexual Assault Awareness Month.
- Item 6: VAN GASKEN PARK LANDSCAPE DESIGN – TASK ORDER
Motion is to approve a Formal Task Assignment 2020 -02 (Attachment 1) with KPFF Consulting Engineers in the amount of \$123,326.27 to complete the final design of the Van Gasken Park, and authorize the City Manager to sign the Assignment substantially in the form as attached.
- Item 7: CONTRACT WITH FACILITY MAINTENANCE CONTRACTORS FOR JANITORIAL SERVICES IN CITY BUILDINGS
Motion is to award the Goods and Services Contract with Facility Maintenance Contractors (FMC) for janitorial services in City buildings from June 2020 – December 2023 for an estimated annual amount not to exceed \$253,076, and additionally to authorize the City Manager to sign the Contract substantially in the form as submitted.

Direction/Action

Motion made by Councilmember Nutting to approve the consent calendar; seconded by Councilmember Buxton.

Councilmember Nutting pulled Consent Calendar Item #7.

Councilmember Harris pulled Consent Calendar Item #3.

The remainder of the Consent Calendar passed 6-1.

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

Against: Councilmember Harris

Public Works Director Carver gave Council a summary on Consent Calendar Item #7.

Motion made by Councilmember Nutting to approve Consent Calendar Item #7; seconded by Councilmember Bangs.
 Motion passed 7-0.

City Attorney George notified Council that since the Consent Calendar did not pass unanimously each Consent Calendar Item is considered New Business and will be addressed individually.

Motion made by Councilmember Nutting to approve Consent Calendar Item #1; seconded by Councilmember Bangs.
Motion passed 7-0.

Motion made by Councilmember Nutting to approve Consent Calendar Item #2; seconded by Deputy Mayor Mahoney.
Motion passed 6-1.

For: Mayor Pina; Deputy Mayor Mahoney; Councilmembers Bangs, Buxton, Martinelli, and Nutting.
Against: Councilmember Harris

Motion made by Councilmember Nutting to approve Consent Calendar Item #3 Motion 1; seconded by Deputy Mayor Mahoney.
Motion passed 6-1.

For: Mayor Pina; Deputy Mayor Mahoney; Councilmembers Bangs, Buxton, Harris, and Nutting.
Against: Councilmember Martinelli.

Motion made by Councilmember Nutting to approve Consent Calendar Item #3 Motion 2; seconded by Deputy Mayor Mahoney.
Motion passed 5-2.

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

Against: Councilmembers Harris and Martinelli.

Motion made by Councilmember Nutting to approve Consent Calendar Item #4; seconded by Councilmember Bangs.
Motion passed 7-0.

Motion made by Councilmember Nutting to approve Consent Calendar Item #5; seconded by Deputy Mayor Mahoney.
Motion passed 7-0.

Motion made by Councilmember Nutting to approve Consent Calendar Item #6; seconded by Deputy Mayor Mahoney.
Motion passed 7-0.

Mayor Pina read the South Sound Boating Season Opening Day Proclamation summary into the record.

Mayor Pina read the Sexual Assault Awareness Month Proclamation summary into the record.

CONSENT CALENDAR-TENTATIVE ITEMS

The following Consent Calendar items are tentatively scheduled for consideration subject to the May 4, 2020 expiration of Governor Inslee's OPMA Proclamation 20-28. If the Proclamation is extended, the City Council will be prohibited from considering these items and they will be placed on a future agenda.

~~Item 8: WOODMONT LANDSLIDE EMERGENCY REPAIRS – CIP BUDGET AMENDMENT AND PROPERTY ACQUISITION~~

~~**Motion 1** is to direct City Staff to bring forward a budget amendment to the 2020-2025 Capital Improvement Plan and the 2020 Capital Budget to include the Woodmont Emergency Landslide Repairs.~~

~~**Motion 2** is to ratify and approve the executed Vacant Land Purchase and Sale Agreement for the purchase of the property identified by King County Tax Parcel Number 9536600530 in Des Moines, for the purchase price of \$15,000.00 plus closing costs, and direct City Staff to bring forward a budget amendment to the 2020-2025 Capital Improvement Plan and the 2020 Capital Budget reflecting the cost for the purchase.~~

~~Item 9: 2020 SURFACE WATER COMPREHENSIVE PLAN UPDATE: CONSULTANT ON-CALL AGREEMENT TASK ASSIGNMENT FOR ENGINEERING SERVICES~~

~~**Motion** is to approve the 2020-2021 On-Call General Civil Engineering Services Task Order Assignment 2020-01 with Parametrix, that will provide a mid-plan update to the City's current Surface Water Comprehensive Plan in the amount of \$135,535.74, plus a 10% contingency, and further authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted.~~

NEXT MEETING DATE:

May 28, 2020 City Council Regular Meeting.

ADJOURNMENT

Direction/Action

Motion made by Councilmember Nutting to adjourn; seconded by Councilmember Bangs.

The motion passed 7-0.

The meeting adjourned at 8:02 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM May 28, 2020 – 5:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 5:04 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Bangs.

ROLL CALL

Council present: Mayor Matt Pina

Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, Anthony Martinelli and Jeremy Nutting attended the meeting via Zoom.

Staff present: Chief Operations Officer Dan Brewer, and City Clerk/Communications Director Bonnie Wilkins.

City Manager Michael Matthias; City Attorney Tim George; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Harbormaster Scott Wilkins; and Emergency Preparedness Manager Shannon Kirchberg attended the meeting via Zoom.

PRESIDING OFFICER'S REPORT

- Opening Remarks regard COVID-19

At 5:07 p.m. Council took a 15 minute break, and resumed the meeting at 5:22 p.m.

CORRESPONDENCE

- Charles Doan, Congratulated and thanked Council for the appearances of Downtown
- Joan Baily, Marina Parking

COMMENTS FROM THE PUBLIC via Written Comment

- Ryen Jacobson, Officer Boehmer and K9 Daric
- Crista Jacobson, Officer Boehmer and K9 Daric
- Caryn Addante, Officer Boehmer and K9 Daric
- Natasha Orbeck, Officer Boehmer and K9 Daric
- Bonnie Taylor, Officer Boehmer and K9 Daric

COMMENTS FROM THE PUBLIC via ZOOM

- Jessica Vick, Des Moines, Officer Boehmer and K9 Daric

Council's Video Message Congratulating the Graduating Class of 2020

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Bangs

- Dollars for Scholars Scholarship Award Ceremony
- Current Events in our State and Country

Councilmember Nutting

- Commented on Consent Calendar Item #2

Councilmember Harris

- Echoed Councilmember Bangs Comment regarding Current Events
- Asked for 4 more patio tables for the Senior Center

Direction/Action

Motion made by Councilmember Harris to have a weekly City Manager's Report consisting of City Managers schedule of appointments for the week; seconded by Councilmember Martinelli.

Motion failed 2-5.

For: Councilmembers Harris and Martinelli.

Against: Mayor Pina, Deputy Mayor Mahoney, Councilmember Bangs, Buxton, and Nutting.

Councilmember Buxton

- Des Moines Farmers Market Meeting
- Soundside Alliance Meeting
- Commented on Consent Calendar Item #2

Councilmember Martinelli

- Increasing Minimum Wage
- Grant Funds for Small Business Proposal
- Marina Parking

Deputy Mayor Mahoney

- Commented on Consent Calendar Item #2
- Memorial Day
- Virtual Waterland Parade
- Complimented City Manager and Staff on the Financial Side during COVID-19
- Social distance, wear a mask, be safe, and look after your neighbors

PRESIDING OFFICER'S REPORT

- Video Advertisement for Virtual Waterland Parade
- Phone Call with Congressman Adam Smith and City Manager Matthias
- Phone Call with Port Commissioner Felleman
- AWC Mayors Call
- Dollars for Scholars Awards Scholarship Ceremony
- Highline Forum
- Bi-weekly 30th Districts Democrats Call

ADMINISTRATION REPORT

- Point By Vintage Development
- Des Moines Theater
- Wesley Renovation
- Phone Call with Congressman Adam Smith
- COVID-19 Update PowerPoint Presentation

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through May 21, 2020 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#160686-160797	\$1,480,660.08
Electronic Wire Transfers	# 1446-1460	\$ 824,146.28
Payroll Checks	# 19380-19381	\$ 1,705.09
Payroll Direct Deposit	#190001-190151	\$ 352,599.54
Payroll Checks	#190072-190072	\$ (659.91)
Payroll Direct Deposit	#210001-210145	\$ 355,357.84

Total Checks and Wires for A/P and Payroll: \$3,013,808.92

Item 2: PUGET SOUND GATEWAY PROJECT SR 167 AND SR 509 COMPLETION PROJECTS - LOCAL FUNDING AND PHASING INTERLOCAL AGREEMENT

Motion is to approve the Puget Sound Gateway Program Interlocal Agreement between the Washington State Department of Transportation and the City of Des Moines, and authorize the City Manager to sign substantially in the form as submitted.

Direction/Action

Motion made by Councilmember Nutting to approve the Consent Calendar; seconded by Councilmember Bangs.

Councilmember Harris pulled Consent Calendar Item #2.

The remainder of the Consent Calendar passed 7-0.

Chief Operation Officer Dan Brewer gave Council a summary on the background of the Puget Sound Gateway Project.

Motion made by Councilmember Nutting to approve Consent Calendar Item #2 as presented; seconded by Deputy Mayor Mahoney.
Motion passes 5-2.

For: Mayor Pina, Deputy Mayor Mahoney, Councilmember Bangs, Buxton, and Nutting.

Against: Councilmembers Harris and Martinelli.

NEW BUSINESS

- Item 1: DRAFT RESOLUTION NO. 20-031 –WASHINGTON MULTI-CITY BUSINESS LICENSE AND TAX PORTAL AGENCY INTERLOCAL AGREEMENT (FILE LOCAL)
Staff Presentation: Finance Director Beth Anne Wroe

Finance Director Beth Anne Wroe gave Council a summary on the Draft Resolution No. 20-031.

Direction/Action

Motion made by Councilmember Nutting to enact Draft Resolution No. 20-031 approving the Washington Multi-City Business License and Tax Portal Agency Interlocal Agreement and directing the City Manager to sign the Third Addendum to Page 31 of the agreement substantially as attached in Exhibit “B”; seconded by Mayor Pina.
Motion passed 7-0.

NEXT MEETING DATE:

June 11, 2020 City Council Regular Meeting.

ADJOURNMENT

Direction/Action

Motion made by Deputy Mayor Mahoney to adjourn; seconded by Councilmember Bangs.
The motion passed 7-0.

The meeting adjourned at 7:03 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM June 11, 2020 – 5:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 5:03 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Martinelli.

ROLL CALL

Council present: Mayor Matt Pina

Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, Anthony Martinelli and Jeremy Nutting attended the meeting via Zoom.

Staff present: Chief of Police Ken Thomas; Master Police Officer Justin Cripe and Deputy City Clerk Taria Keane.

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Human Resource Director Adrienne Johnson-Newton; Principal Planner Laura Techico; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm attended the meeting via Zoom.

PRESIDING OFFICER'S REPORT

- Opening Remarks regard COVID-19
 - o Police
 - o Juneteenth
 - o Marina Parking Reopening

CORRESPONDENCE

- CHI Franciscan, Highline Medical Center name change
- Johannes Quilitz, Support of Black Americans
- Pat Nardo, \$500 Donation to the E.A.T.S. Program

COMMENTS FROM THE PUBLIC via Written Comment

- Jason Bliss, Small Business Grant
- Betsy Sproger, Small Business Grant
- Jerry Buxton, Body Cameras
- Diana Cambroner, Body Cameras
- Terence Almquist, Body Cameras
- Katie Bliss, Body Cameras
- Kayleen Moon, Senior Concerns
- Yoshiko Matsui, Interlocal Agreement – Valley SWAT
- Sile Grace Matsui, Interlocal Agreement – Valley SWAT

- Catherine Barashkoff, Interlocal Agreement – Valley SWAT
- Bill Schadt, Police Matters
- Bonnie Taylor, Officer Boehmer and Daric
- Beverly Walker, Officer Boehmer and Daric
- Jessica Vick, Officer Boehmer and Daric

COMMENTS FROM THE PUBLIC via ZOOM

- Karen Steinhaus, Redondo Beach Parking Lot
- Rick Johnson, Redondo

ADMINISTRATION REPORT

- North Marina Bulkhead Renovation
- Finance Director Beth Anne Wroe gave a First Quarter Finance Report PowerPoint Presentation to Council.

CONSENT CALENDAR

- Item 1: Approval of Vouchers
Motion is to approve for payment vouchers and payroll transfers through June 4, 2020 in the attached list and further described as follows:
- | | | |
|---|----------------|----------------|
| Total A/P Checks/Vouchers | #160798-160865 | \$ 399,254.13 |
| Electronic Wire Transfers | # 1461-1465 | \$ 342,591.04 |
| Payroll Checks | # 19382-19382 | \$ 435.08 |
| Payroll Direct Deposit | #230001-230150 | \$ 365,322.35 |
| Total Checks and Wires for A/P and Payroll: | | \$1,107,602.60 |
- Item 2: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM
Motion is to approve the Fiscal Year 2020 Coronavirus Emergency Supplemental Funding Program grant award, and authorize the City Manager to sign the agreement to receive the funds substantially in the form as attached.
- Item 3: WOODMONT LANDSLIDE EMERGENCY REPAIRS – CIP BUDGET AMENDMENT AND PROPERTY ACQUISITION
Motion 1 is to direct staff to bring forward a budget amendment to the 2020-2025 Capital Improvement Plan and the 2020 Capital Budget to include the Woodmont Emergency Landslide repairs.
- Motion 2** is to ratify and approve the executed Vacant Land Purchase and Sale Agreement for the purchase of the property identified by King County Tax Parcel Number 9536600530 in Des Moines, for the purchase price of \$15,000.00 plus closing costs, and direct City Staff to bring forward a budget amendment to the 2020-2025 Capital Improvement Plan and the 2020 Capital Budget reflecting the cost for the purchase.
- Item 4: INTER-LOCAL AGREEMENT FOR SEA-TAC AIRPORT SUSTAINABLE AIRPORT MASTER PLAN, ENVIRONMENTAL REVIEW AND ANALYSIS
Motion is to ratify the City Manager's approval of the addendum to the ILA between the Cities of Burien, Des Moines, Normandy Park and SeaTac for environmental review of the Sea-Tac Airport Sustainable Airport Master Plan, substantially in the form as attached.

- Item 5: INTERLOCAL AGREEMENT – VALLEY SPECIAL WEAPONS AND TACTICS TEAM
Motion is to approve Addendum 1 to the ILA between Auburn, Federal Way, Kent, Renton, Tukwila and Port of Seattle authorizing the City of Des Moines to join the Valley Special Weapons and Tactics Team, and to authorize the City Manager to sign the Addendum substantially in the form as attached.
- Item 6: PORT OF SEATTLE ECONOMIC DEVELOPMENT AGREEMENT
Motion is to ratify and approve the Port of Seattle Economic Development Grant – Phase 4.
- Item 7: 4CULTURE GRANT ACCEPTANCE – ARTS COMMISSION
Motion is to ratify the acceptance of the grant from 4Culture for Sustained Support in the amount of \$7,500 for the City of Des Moines Arts Commission programs and authorize the City Manager to sign the grant documents substantially in the forms as attached for forthcoming years.
- Item 8: 2020 SURFACE WATER COMPREHENSIVE PLAN UPDATE: CONSULTANT ON-CALL AGREEMENT TASK ASSIGNMENT FOR ENGINEERING SERVICES
Motion is to approve the 2020-2021 On-Call General Civil Engineering Services Task Order Assignment 2020-01 with Parametrix, that will provide a mid-plan update to the City's current Surface Water Comprehensive Plan in the amount of \$135,535.74, plus a 10% contingency, and further authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted.
- Item 9: US DOJ JUSTICE ASSISTANCE GRANTS – FY18 & 19 MOU REVISIONS
Motion is to approve the revised Memorandum of Understandings for fiscal years 2018 and 2019 US Department of Justice, Justice Assistance Grants, and authorize the City Manager to sign the agreements substantially in the form as attached.
- Item 10: DRAFT ORDINANCE NO. 20-032 RELATING TO BUSINESS LICENSES AND AMENDING DMMC 5.04.020, 5.04.030 AND 5.04.040
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-032 on first reading.
Motion 2 is to enact Draft Ordinance No. 20-032 authorizing an amendment to the DMMC 5.040.020, 5.04.030 and 5.04.040 to allow amendments to business license fees and penalties.

Direction/Action

Motion made by Councilmember Nutting to approve the Consent Calendar; seconded by Councilmember Buxton.

Councilmember Buxton pulled Consent Calendar Item #5.

Councilmember Harris pulled Consent Calendar Item #4.

The remainder of the Consent Calendar passed 7-0.

City Manager Matthias and Chief Strategic Officer Cezar answered questions on Consent Calendar Item #4.

Motion made by Councilmember Nutting to move Consent Calendar Item #4 as presented; seconded by Deputy Mayor Mahoney.
Motion passed 7-0.

Chief of Police Thomas answered question on Consent Calendar Item #5.

Motion made by Councilmember Harris to move Consent Calendar Item #5 to the June 25th Council Meeting; seconded by Councilmember Martinelli.
Motion failed 2-5.

For: Councilmembers Harris and Martinelli.

Against: Mayor Pina; Deputy Mayor Mahoney; Councilmembers Bangs, Buxton and Nutting.

Motion made by Councilmember Bangs to move Consent Calendar Item #4 as presented; seconded by Deputy Mayor Mahoney.
Motion passed 6-1.

For: Mayor Pina; Deputy Mayor Mahoney; Councilmember Bangs, Buxton, Martinelli, and Nutting.

Against: Councilmember Harris.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Item 1:

PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE 19-112 RELATING TO CODE CLEAN-UP ITEMS TO CORRECT OMISSIONS, ERRORS, AND INCONSISTENCIES AND TO CLARIFY CITY COUNCIL INTENT

Staff Presentation: Principal Planner Laura Techico

Mayor Pina opened the Public Hearing at 6:02 p.m.

Principal Planner Laura Techico gave a PowerPoint Presentation to Council.

Nobody signed up to speak.

Mayor Pina Asked Council if they has any questions.

At 6:09 p.m. Mayor Pina Closed the Public Meeting.

Direction/Action

Motion 1 made by Councilmember Buxton to suspend Rule 26(a) in order to enact Draft Ordinance No. 19-112 on first reading; seconded by Councilmember Nutting.

Motion passed 7-0.

Motion 2 made by Councilmember Buxton to enact Draft Ordinance No. 19-112 amending chapters 18.01, 18.15, 18.20, 18.30, 18.52, 18.60, 18.190, 18.200, 18.210, and 18.250 DMMC to correct omissions, errors, and inconsistencies and to clarify City Council intent; seconded by Councilmember Nutting. Motion passed 7-0.

NEW BUSINESS

Item 1:

BUSINESS LICENSE FEE SCHEDULE, EFFECTIVE JULY 1, 2020
Staff Presentation: Finance Director Beth Anne Wroe

Finance Director Beth Anne Wroe gave Council a PowerPoint Presentation.

Direction/Action

Motion 1 made by Councilmember Nutting to amend Sections 2 and 4 of Draft Resolution 20-033 to specify that initial first time Registration Fees for Businesses engaged in the rental of Real Property in the City are \$75; seconded by Councilmember Bangs. Motion passed 7-0.

Motion 2 made by Councilmember Nutting to adopt Draft Resolution No. 20-033, revising the Business License Registration Fee Schedule, as amended; seconded by Councilmember Bangs. Motion passed 7-0.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Martinelli

- Police Officer Body Cameras
- Resolution to declare Racism as a Public Health Crisis

Councilmember Bangs

- Des Moines Arts Commission Meeting
- Juneteenth
- Education as it relates to Racism

Councilmember Nutting

- Des Moines Farmers Market Opening Day
- Schools Reopening in the Fall

Councilmember Harris

- Maintain Social Distancing
- Independent Civilian Review
- Customer Comment Form
- Redondo

Councilmember Buxton

- Community Forum regarding current events
- Read a letter of her Life

Deputy Mayor Mahoney

- Des Moines Farmers Market Opening Day
- Virtual Waterland Parade
- Sound Transit Phone Call
- 30th District Democrats Call
- Pledge of Allegiance Reference

PRESIDING OFFICER'S REPORT

- Discussions with Representative Tina Orwall
- Met with Owner of Anytime Fitness
- Des Moines Farmers Market Opening Day
- Be Safe, Wear a Mask, Social Distance
- 30th District Democrats Call

NEXT MEETING DATE:

June 25, 2020 City Council Regular Meeting.

ADJOURNMENT

Direction/Action

Motion made by Councilmember Nutting to adjourn; seconded by Councilmember Bangs.

The motion passed 7-0.

The meeting adjourned at 6:52 p.m.

Minutes Approved at the _____ Council Meeting.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Childhood Cancer Awareness Month

FOR AGENDA OF: September 17, 2020

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

1. Proclamation

DATE SUBMITTED: September 4, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☐ Legal
- ☐ Finance
- ☐ Courts
- ☐ Police
- ☒ City Clerk *AW*

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

The purpose of this agenda item is to recommend City Council approval of the attached Proclamation supporting September as Childhood Cancer Awareness Month.

Suggested Motion

Motion: "I move to approve the Proclamation supporting September as Childhood Cancer Awareness Month."

Background

Each year in the United States more than 15,000 children, from birth to 19 years of age are diagnosed with cancer, equal to about 42 childhood cancer diagnoses each day. Worldwide, there are more than 300,000 new childhood cancer diagnoses, equal to about a child being diagnosed with cancer every 3 minutes.

Discussion

Council previously approved a Proclamation supporting September as Childhood Cancer Awareness Month in August, 2015 and September, 2018 and 2019.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

Administration supports Council approving the Proclamation supporting September as Childhood Cancer Awareness Month.

City of Des Moines



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



Proclamation

WHEREAS, each year in the United States more than 300,000 children and youth under the age of 19 are diagnosed with cancer worldwide; and

WHEREAS, childhood cancer is the #1 disease-related cause of death for children in the United States and many other countries; and

WHEREAS, although the five-year survival rate for childhood cancers has reached 80 percent, nearly 2,000 American children under the age of nineteen will die each year from cancer, making it the leading killer of children by disease; and

WHEREAS, those that do survive will face at least one chronic health condition later on in life; and

WHEREAS, the causes of childhood cancer are largely unknown and more studies are needed to understand which treatments work best for children; and

WHEREAS, cancer treatment for children often must differ from traditional adult treatments to take into account children's developmental needs and other factors; and

WHEREAS, children including Layla Beckstrand is just one of many hundreds of children who have been successfully treated for cancer at Seattle Children's Hospital, and her family now volunteers there to raise awareness about childhood cancers; and

WHEREAS, Des Moines is a caring community that supports children and families;

NOW THEREFORE, THE DES MOINES COUNCIL HEREBY PROCLAIMS the month of September as

CHILDHOOD CANCER AWARENESS MONTH

SIGNED this day 17th of September, 2020.



Matt Pina, Mayor

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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: National Recovery Month

FOR AGENDA OF: September 17, 2020

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

1. Proclamation

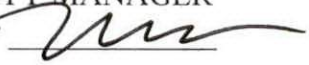
DATE SUBMITTED: September 4, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☐ Legal
- ☐ Finance
- ☐ Courts
- ☐ Police
- ☒ City Clerk 

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of Recovery Month is to promote recovery, celebrate those in treatment, and continue to educate our community about how to overcome the barriers of stigma and discrimination associated with mental health issues and/or substance use disorders.

Suggested Motion

MOTION: “I move to approve the Proclamation supporting September as National Recovery Month”

Background

Recovery Month spreads the message that behavioral health is essential to health and overall wellness, and that prevention works, treatment is effective and people with substance use and mental health issues can and do recover. People in recovery lead healthier lifestyles and contribute in positive ways to their communities.

Throughout the years, hundreds of proclamations have been signed to support Recovery Month. Since 2001, the President of the United States has signed a proclamation declaring September as Recovery Month, further recognizing substance use disorders and mental disorders as conditions that need to be addressed, just like any other illness.

Discussion

Council previously approved a Proclamation supporting September as National Recovery Month in August, 2015 and September, 2017, 2018 and 2019.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

Administration supports Council approving the Proclamation supporting September as National Recovery Month.



Proclamation

WHEREAS, behavioral health is an essential part of health and one's overall wellness;
and

WHEREAS, prevention of mental and/or substance use disorders works, treatment is effective, and people recover in our area and around the nation; and

WHEREAS, preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services;

WHEREAS, an estimated 400,000 people in King County are affected by these conditions;

NOW THEREFORE, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and the City of Des Moines invites all residents to participate and proclaim the month of September as

NATIONAL RECOVERY MONTH

SIGNED this 17th day of September, 2020.



Matt Pina, Mayor

The Waterland City

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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: Acceptance of Washington Traffic Safety Commission Grant: Des Moines Municipal Court-DUI Court

FOR AGENDA OF: September 17, 2020

DEPT. OF ORIGIN: Court

DATE SUBMITTED: September 3, 2020

ATTACHMENTS:

1. Grant Contract for Services between Washington Traffic Safety Commission and Des Moines Municipal Court for DUI Court operations.

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ TG

☒ Finance *Anthony K. White*

☒ Court /s/ JJ

☐ Police

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this Agenda Item is to request the Council's authorization to accept a grant from the Washington Traffic Safety Commission to be used to continue the operations of the DUI (Driving Under the Influence) Court. The grant will cover on-going training, participant materials, translation expenses, urinalysis expenses, alternatives to confinement, updates to client management software and labor fees incurred by DUI Court operations outside normal operations as needed through September 30, 2021.

Suggested Motion

"I move to accept the grant from the Washington Traffic Safety Commission in the amount of \$70,000 for the purposes of continuing operations of the Des Moines Municipal Court-DUI Court and authorize the City Manager to sign the contract substantially in the form as attached."

Background

Des Moines Municipal Court was approved to begin DUI Court operations by the Washington Traffic Safety Commission in September 2017 and awarded a grant for \$34,800 to facilitate the launch. WTSC awarded \$65,000 for the past two years. In December 2017, the DUI Court team received Foundational Training from the National Center for DWI (DUI) Courts and in July 2019 the DUI Court team received additional education at the National Association of Drug Court Professionals Conference. Throughout the course of the last funding period; DUI Court has met all program objectives, stayed well within budget and had a successful audit from the Washington Traffic Safety Commission. The DUI Court team meets bi-weekly to review potential cases, refine the program and look for innovative ways to reduce DUI recidivism.

DUI Court currently has eleven potential DUI Court participants, has enrolled eight participants, and screened an additional twenty-three for participation. Through increased supervision, frequent court visits and drug testing we are better able to track and monitor these high risk/high needs offenders. Additionally, DUI Court continues to partner with law enforcement, defense counsel, substance use treatment providers and the King County Peer Navigator to ensure the success of the program and participants.

Discussion

Through this partnership with Washington Traffic Safety Commission our DUI Court team has been afforded educational opportunities, increased networking and the opportunity to grow the program. Washington State Traffic Safety Commission had awarded the court a grant of \$70,000 to cover the on-going education, increased supervision programs, contract expenses, labor and travel.

Alternatives

City Council could choose to not approve the grant/contract. (Not recommended)

Financial Impact

The costs not covered by the grant will be absorbed by already budgeted line items in the court/probation budgets for 2021 as these are not new cases, but rather cases that would normally be heard. Accordingly, there is no negative financial impact to accepting this grant.

Recommendation

Staff recommends that the Council approve and ratify the Grant with the Washington Traffic Safety Commission for the Des Moines Municipal Court-DUI Court.

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Des Moines Municipal Court

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Des Moines Municipal Court, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) # 20.608, for traffic safety grant project 2021-AG-4033-Des Moines DUI Accountability Court.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2020, and remain in effect until September 30, 2021 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this project, the SUB-RECIPIENT must contact the WTSC program manager immediately and discuss a potential amendment. All Federal and State regulations will apply.

3.1 SCOPE OF WORK

Note – Due to COVID-19, some elements of the Scope of Work may not be possible to complete. The current pandemic has impacted every aspect of this project, from the number of new DUI arrests to in person DUI Court proceedings. The number of participants and This SOW is largely dependent in the COVID-19 rates and treatment options developed.

Problem Statement:

Des Moines/Normandy Park Municipal Court is just south of Seattle with a combined population of around 40,000 residents. From January 2016-June 2020, our city prosecutor has filed 337³⁴ DUI/Physical Control complaints. During the same period, there have been 126 convictions as charged; 121 convictions on amended charges; and 33 Deferred Prosecutions or Stipulated Orders of Continuance. 90% of defendants on Active Supervised Probation are impaired driver related. Of our impaired driver offenders, approximately 40% have two or more priors. Since the beginning of our DUI Court, we have screened thirty-five individuals with 130 DUIs/Physical Control charges.

The number of repeat DUI offenders who continue to engage in substance use and drive poses an ongoing public safety challenge; especially give the volume of traffic moving through the cities via Highway 99 and 1st Ave South/Marine View Drive. By implementing DUI Court in 2017 and Intensive Supervision practices for those who do not qualify for DUI Court due to risk or needs rating we have continued our goals to provide support, accountability, treatment and intensive supervision to chemically dependent impaired drivers who continue to be a risk to public safety absent the interventions the court imposes. By addressing addictive behaviors, associated criminal conduct and the needs of our clients, we continue to reduce recidivism due to substance use, enhance community safety, and reduce the costs of incarceration and increase rehabilitation.

Project Goals:

Goal 1: Prosecute, sanction, and treat high-risk/high-needs DUI offenders (2 or more lifetime prior convictions for DUI; Physical Control, or reduced offences or revocation of a deferred prosecution), in order to:

- Reduce substance use related traffic offenses and deaths
- Reduce rates of overall recidivism
- Increase rehabilitation of individual offenders

Goal 2: Improve court processes and procedures

Project Strategies, Objectives, and Performance Measures:

Strategy 1: Use the National Center for DWI Courts' model of implementing DWI/DUI Courts

- Objective: Maintain fidelity to the NCDL DWI Court model to ensure that project has best chance to produce intended results.
- Objective: Provide resources for substance use disorder or co-occurring disorder assessments and DUI Victim Impact Panels.
- Objective: Match treatment and rehabilitation expectations to diagnosis.
- Objective: Expand use of electronic monitoring and drug testing to monitor abstinence outside of the treatment component.
- Measure: Does the DUI Court follow the NCDL DWI Court model?
- Measure: Change in use of electronic monitoring and drug testing.
- Measure: DUI Court participants who were terminated due to reoffending
- Measure: Non-DUI court participants who reoffended (over same period of time)

Strategy 2: Streamline and improve screening processes to identify high risk impaired driving candidates as potential clients for the DUI court in order to increase and keep participant capacity close to 20.

- Objective: Screen impaired drivers early in the judicial process to determine if they are high risk/high need.
- Objective: Utilize the CARS assessment and ORAS to identify risk and needs levels.
- Objective: Reduce time to disposition on individuals to fit within national standards.
- Measure: Number of individuals arrested for DUI who were screened to determine if they are eligible for DUI Court
- Measure: Number of individuals assessed using CARS and ORAS assessment tools
- Measure: Number of new participants added in FFY2021

Measure: Number of participants in each of the 3 phases of DUI Court

- Measure: Number of participants who graduate from each of phases of DUI Court

Strategy 3: Make strategic improvements in key court processes

- Objective: Make specific improvements in court processes including a) Expand qualifiers for DUI Court participants b) Revise handbook, policies, and procedures c) Utilize screening tools prior to first pre-trial hearing
- Objective: Complete strategic planning exercises to ensure focused direction of program after WTSC grant funding expires
- Measure: Change in qualifiers for DUI Court
- Measure: Revised handbook and policies and procedures
- Measure: Was strategic planning completed?

Strategy 4: Adapt court processes to work if clients cannot be seen in person

- Objective: Make all components of court available to all participants during times when in person is not possible
- Measure: new processes implemented to accommodate virtual or distance participation

3.2. MILESTONES AND DELIVERABLES

Milestone OR Deliverable Description	Completed Date
Expand qualifiers for DUI Court participants	10/20/2020
Revise handbook, policies, and procedures	12/31/2020
Utilize screening tools prior to first pre-trial hearing	01/31/2021
Off-site drug testing including mailed saliva kits or use of a testing facility.	01/31/2021
Train new members of DUI Court team model	01/31/2021
Attend NADCP Conference-National Harbor, MD	05/31/2021
Attend Washington State Traffic Safety Conference in Spokane.	07/31/2021
Grant Manager - Visioning/Strategic Planning Course	09/30/2021

3.3. COMPENSATION

3.3.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed \$70,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.3.3 The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the scope of work and for all travel outside of the continental United States. State travel policies (SAAM Chapter 10) would apply.

3.3.4. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must be followed. See

3.3.5. WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel policies (SAAM Chapter 10) apply.

3.3.6. WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.4. SUMMARY OF PROJECT COSTS

SUMMARY OF COSTS	AMOUNT
Employee salaries and benefits	\$15,000.00
Travel	\$29,000.00
Contract Services	\$15,000.00
Equipment (listed in the table below)	\$0.00
Goods or other expenses	\$11,000.00
Indirect Costs	\$0.00
TOTAL	\$70,000.00

Employee Salaries/Benefits Total \$15,000

Law enforcement: Costs to cover activities such as home visits or transportation to/from in-patient. \$3,500

Pro-Tem Judges and Public Defenders: Costs to cover judge or public defender to attend trainings/conferences by bringing in a pro-tem or coverage counsel; increased presence at DUI Court staffing, meetings, and trainings not currently covered under contract. \$6,000

Prosecution/Legal: Costs to cover coverage counsel that allows prosecutor to attend trainings/conferences; investigate legal issues in regards to DUI court participants/cases. \$3,500

Probation: Costs to cover staff members of each sex to handle drug-testing observation. \$2,000

Travel-\$29,000

Washington State Traffic Safety Commission Conference: Expenses related to team travel to Spokane for bi-annual conference including air/mileage, hotel and per-diem. \$4,000

National Association of Drug Court Professionals Conference: Expenses related to team travel to National Harbor, MD for annual conference including air, ground transportation, hotel and per diem. \$21,000

Visioning and Strategic Planning Training: Expenses related to grant manager travel to National Center for State Court training

(location to be determined), including air/ground, hotel and per diem (if necessary) \$2,500

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DUI Court Training: Expenses related to training new public defenders DUI Court model. Location to be determined by NADCP: including air/ground transportation, hotel and per diem (if necessary) \$2,500

CONTRACT SERVICES \$15,000

Drug testing: Expand drug testing to include testing at court, mail services, observed urinalysis, and off-site collection facility. Cost of testing supplies, mailing and laboratory fees. \$6,000

Electronic monitoring: Costs associated with monitoring tools such as TAD/SCRAM, EHM, PBT, and portable breathometers to insure compliance with court orders, sanctions and increased accountability. \$5,000

Interpreter Costs: Costs associated with increased interpreter needs due to more hearings, appointments and moral reconnection therapy. \$4,000

GOODS/OTHER SERVICES \$11,000

Conference/Training Fees: NADCP \$6,000; Visioning/Strategic Planning \$700; NADCP Dues \$500; Handbook printing \$300; Bus passes/ride share vouchers \$1,000; DUI Victim Impact Panel Vouchers \$500; Technology (laptop computer and online curfew check program) \$2,000

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN

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

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express

prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2021, must be received by WTSC no later than August 10, 2021. All invoices for goods received or services performed between July 1, 2021, and September 30, 2021, must be received by WTSC no later than November 15, 2021. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

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

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

- 15.2.1. Applicable federal and state statutes and rules
- 15.2.2. Terms and Conditions of this Agreement
- 15.2.3. Any Amendment executed under this Agreement
- 15.2.4. Any SOW executed under this Agreement
- 15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any

performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

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

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-

RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any ⁴¹renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

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

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for

use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.1. Establish a drug-free workplace program to inform employees about the dangers of drug abuse in the workplace, the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

30.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Melissa Patrick mpatrick@desmoineswa.gov 206-870-6593	Jerry Noviello jnoviello@wtsc.wa.gov 360-725-9897 ext.

42. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Des Moines Municipal Court

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Barnes Creek Trail – King County
Grant Safe Routes to Transit Program
Capital Improvements Agreement and
2020-2021 On-Call Consultant
Agreement for Civil Engineering
Services Task Assignment

AGENDA OF: September 17, 2020

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: September 3, 2020

ATTACHMENTS:

1. Safe Routes to Transit Program Capital
Improvements Agreement
2. 2020-2021 On-Call Consultant Agreement
for Civil Engineering Services Task
Assignment

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this Agenda Item is for City Council to ratify and approve a preliminary design grant agreement with King County for the Barnes Creek Trail Project (Attachment 1), direct an amendment to the 2020-2025 Capital Improvement Plan and 2020 Capital Budget, and approve a 2020-2021 On-Call General Civil Engineering Services Task Order with KPG Inc. for preliminary design services associated with the King County Grant (Attachment 2).

The following motion(s) will appear on the Consent Agenda:

Suggested Motion(s)

Motion 1: “I move to approve and ratify the agreement with King County for the Safe Routes to Transit Program Capital Improvements Agreement and direct staff to bring forward a budget amendment to the 2020-2025 Capital Improvement Plan and the 2020 Capital Budget to include the grant appropriation provided to the City by this agreement in the amount of \$120,000.00.”

Motion 2: “I move to approve the 2020-2021 On-Call General Civil Engineering Services Task Assignment #4 with KPG Inc. to provide engineering services for the Barnes Creek Trail – S. 240th Street (16th Ave S to 20th Ave S) Project in the amount of \$109,744.00, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.”

Background

The Barnes Creek Trail Project proposes to construct a 1.9-mile long, ADA compliant, multi-use trail through the center of the City of Des Moines, creating a north-south connection between the Des Moines Creek Trail and the Highline College. The new trail will also attract more bus and recreational users such as joggers and bicyclists. The Barnes Creek Trail Project is divided into (3) three segments: North Segment (S 216th St to S 220th St), Central Segment (S 220th St to S Kent-Des Moines Rd), and South Segment (S Kent-Des Moines Rd to 20th Ave S).

In 2019, the Sound Transit Board of Directors approved the City for a Sound Transit System Access Fund grant to help ensure non-motorized access to the new station adjacent to Highline College. This grant targets supporting the future construction of the Barnes Creek Trail – South Segment. As part of the Sound Transit program application and review process, King County was a key stakeholder demonstrating financial support thru their Safe Routes to Transit Program. King County’s partnership focuses on funding preliminary design efforts in 2020 to ensure successful delivery of the future Sound Transit investment.

Discussion

Motion 1

Currently, the City has completed 85% design for the 1.9-mile long Barnes Creek Trail in partnership with the Federal Highway Administration (FHWA) thru regional grants. This work has consisted of obtaining a trail easement thru the historic SR509 Right of Way (ROW), obtaining National Environmental Policy Act (NEPA) approval, and preparing the project for future ROW acquisition. This work focuses on multiuse trail improvements as stipulated by the FHWA grants. While not designed, review of adjacent ROW improvements via long-range plans occurred as part of project development, which include elements such as roadways, utilities, sidewalks, bike lanes, etc.

The King County Safe Routes to Transit Program grant will provide for 30% design and permit identification to tie-in the current multiuse trail design with the roadway, utilities, sidewalks, bike lanes, illumination etc. for 240th between 16th Ave S and 20th Ave S, those elements excluded in the FHWA grant. This will allow the City to not only ensure the multiuse trail is forward compatible with long-term multimodal corridor improvements per the Capital Improvement Plan (CIP) and Transportation Improvement Plan (TIP), but will more importantly position the entire project as corridor improvement which will be eligible for a wider range of funding partnerships. Such funding could include the Transportation Improvement Board (TIB) and FHWA Surface Transportation Program (STP), both which focus on multimodal facilities and have more significant contribution rates than those exclusively available for trails.

Motion 2

In order to fulfill the King County grant requirements, consultant support is required. Selection of a consultant thru the City’s 2020-2021 On-Call General Civil Engineering Services is based on ability to perform the work and current availability.

Specific elements of work included within the Consultant Services Contract include:

- Survey and Base Mapping
- Environmental Permit Identification and initial Washington Department of Fish and Wildlife consultation
- Drainage Technical Information Report (TIR)
- Preliminary Cross-Sections and Corridor Layout
- 30% Corridor Design Drawings and Cost Estimate(s)
- Geotechnical Report

Alternatives

The City Council could elect not to accept the King County Safe Routes to Transit Program grant. As a result, the City would not be able to conclude preliminary design efforts in preparation for future grants supporting the long-term 240th multimodal corridor improvements between 16th Ave S and 20th Ave S.

Financial Impact

The King County Safe Routes to Transit Program funding will be applied to the Barnes Creek Trail capital project and cover expenditures for the KPG Inc. Task Assignment (Attachment 2) and internal staff project management time. No additional funding is expected to be required at this time to complete the grant obligations.

Recommendation or Conclusion

Staff recommends adoption of the motion.

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**SAFE ROUTES TO TRANSIT PROGRAM
CAPITAL IMPROVEMENTS AGREEMENT
between
KING COUNTY, METRO TRANSIT DEPARTMENT
and
CITY OF DES MOINES**

THIS SAFE ROUTES TO TRANSIT PROGRAM CAPITAL IMPROVEMENTS AGREEMENT (the "Agreement") is entered into by and between the City of Des Moines, a municipality of the State of Washington (the "City"), and King County, a political subdivision of the State of Washington, through its Metro Transit Department (the "County" or "Metro"), either of which entity may be referred to hereinafter as "Party" or collectively as the "Parties."

WHEREAS, Metro's adopted long-range transit plan, Metro Connects, envisions more people walking and bicycling to transit, and making significant investments toward that vision, including funding for sidewalks, bikeways and other treatments; and

WHEREAS, the County has appropriated funds in Metro's Safe Routes to Transit Program to support capital projects that improve safety, convenience and accessibility for people walking, bicycling and using assistive mobility devices (such as wheelchairs or walkers) to connect to transit services and facilities; and

WHEREAS, capital improvement projects made under the Safe Routes to Transit Program may include sidewalks, bikeways, safe crossings, ADA ramps, traffic calming devices and treatments, lighting, traffic counters, and other improvements that will enhance safety, comfort and access to transit services and facilities; and

WHEREAS, the County expects that such improvements developed under the Safe Routes to Transit Program will help reduce collision risks and injuries involving people walking and cycling, attract more transit riders, help more riders connect to transit without use of a personal car, thereby supporting County objectives for equity, managing demand for car parking at transit facilities, reducing local traffic congestion and emissions, and supporting health; and

WHEREAS, the County intends to work with local jurisdictions to fund the design and construction of such capital projects as sidewalks, bikeways, safe crossings, ADA ramps, traffic calming devices and treatments, lighting, traffic counters, and other improvements that will enhance safety, comfort and access to transit services and facilities; and

WHEREAS, the County and the City have mutual interest in reducing barriers to transit service in order to support access to transit services and facilities in the City; and

WHEREAS, the Parties have identified capital improvement project(s) that will support and improve transit access in the City;

WHEREAS, the City's 2020-2025 Capital Improvements Plan identifies and commits to the Barnes Creek Trail project (Project 319.345), which will connect people walking and biking between residential and commercial areas of Des Moines, Highline College and current and future transit services on SR99 and at Kent-Des Moines.

WHEREAS, in 2019 the City was approved to receive funds from the Sound Transit System Access Fund for the Barnes Creek Trail project (Board Motion No. M2019-97); and

WHEREAS, as part of the Sound Transit System Access Fund process, the County was named as a partner to contribute \$120,000 toward the Barnes Creek Trail project from the County's Safe Routes to Transit Program;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions under which the County, as part of its Safe Routes to Transit Program, will reimburse the City for a portion of the costs to design certain transit access capital improvements known as Barnes Creek Trail – S. 240th Street (16th Ave S to 20th Ave S) (the "Project"), as more particularly described in the Scope of Work ("SOW") set forth at Exhibit A, which is attached hereto and incorporated herein by this reference.

2. DUTIES AND RESPONSIBILITIES OF THE CITY

- 2.1 The City shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to design the transit access capital improvements provided for in the Project description set forth in Exhibit A. The Project objectives and timelines are provided for with particularity in Exhibit A.
- 2.2 It shall be the City's responsibility to design the Project in compliance with applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the Americans with Disabilities Act ("ADA"). The City shall also be responsible for obtaining any necessary permits; review and approval by federal, state or local regulatory agencies, if applicable; and for conducting any required environmental review. The City shall also be responsible for the administration and funding of any contracts it enters into for the performance of its responsibilities under this Agreement.
- 2.3 Upon completion, all Project improvements shall become the property of the City. The City shall be responsible for ongoing maintenance, repair and replacement of any Project improvements.
- 2.4 The City will provide the County with regular progress reports, at least quarterly, to identify work progress and other matters of significance in the performance of this Agreement.

2.5 The City shall submit design plans for the Project improvements to the County for its review and written approval prior to initiating construction. The County will have the opportunity to review and provide written comments on the plans to ensure consistency with any applicable requirements and the County's expectations for the Project. Should the City desire to change the final Project design after the County's initial review and approval of the initial design plans, whether based on additional engineering or traffic analysis, input from stakeholders, or other factors, the County's Contract Manager, as provided for in Section 18 of this Agreement, shall be notified of such proposed changes. Any such changes that are deemed significant by the County shall require joint written approval consistent with Section 15 of this Agreement.

2.6 The City shall contribute all in-kind costs as stated in subsection 2.1 and all project costs beyond those covered by this Agreement, as demonstrated by the City's Capital Improvement Plan.

3. DUTIES AND RESPONSIBILITIES OF THE COUNTY

3.1 The County will reimburse the City for a portion of the actual, eligible costs incurred by the City to design and construct the transit access capital improvements as provided for in the SOW set forth at Exhibit A. Under no circumstances will the County's contribution to the City's eligible Project costs exceed a maximum amount of \$120,000 (the "Reimbursement Cap").

4. INVOICE AND PAYMENT PROCEDURES

4.1 The County will reimburse the City for actual, eligible costs incurred for work performed pursuant to this Agreement as identified in the SOW, provided that costs incurred after December 31, 2020 shall not be reimbursed. The City shall submit a completed invoice to the County detailing quarterly activities, outcomes, expenses and reimbursement amount due within thirty (30) days of each quarter's end. The County shall pay the City within thirty (30) calendar days after the County has received completed invoices. In no event shall the total reimbursement to City for work performed pursuant to this Agreement exceed the Reimbursement Cap provided for in Subsection 3.1 of this Agreement.

4.2 In the event that it is determined that an overpayment has been made to the City by the County, the County will bill the City for the amount of overpayment. The City shall pay the County within thirty (30) days of receipt of an invoice for overpayment.

5. EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall take effect upon the latest date on which both Parties have signed the Agreement (the "Effective Date") and shall remain in effect until March 31, 2021, unless extended by written amendment of the Parties pursuant to Section 15 of this Agreement or earlier terminated pursuant to the provisions of Section 7 of this Agreement.

6. DISPUTE RESOLUTION PROCESS

6.1 ~~Designated Dispute Resolution Representatives~~. The following individuals are the designated representatives for the purpose of resolving disputes that arise under this Agreement:

For the County: Carol Cooper, Managing Director
 King County Metro Transit Market Innovation Section
 201 South Jackson Street, MS KSC-TR-0411
 Seattle, WA 98104
 (206) 477-5871
carol.cooper@kingcounty.gov

For the City: Tim George, City Attorney
 City of Des Moines
 21630 11th Ave. S.
 Des Moines, WA 98198
 (206) 870-6553
Tgeorge@desmoineswa.gov

- 6.2 The County representative and the City representative shall confer to resolve disputes that arise under this Agreement as requested by either Party. The designated representatives shall use their best efforts and exercise good faith to resolve such disputes.
- 6.3 In the event the designated representatives are unable to resolve the dispute, the City's City Manager or her/his designee and the General Manager of the County's Metro Transit Department or her/his designee shall confer and exercise good faith to resolve the dispute.
- 6.4 In the event the City Manager and the General Manager of Metro Transit are unable to resolve the dispute, the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame the Parties are willing to discuss the disputed issue(s).
- 6.5 If the Parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then either Party may institute a legal action in the King County Superior Court, situated in Seattle, Washington, unless another venue is mutually agreed to in writing.
- 6.6 The Parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

7. TERMINATION

- 7.1 Termination for Convenience. The County may terminate this Agreement for its convenience and without cause upon thirty (30) days written notice to the City. In the event of termination of this Agreement by the County pursuant to this Subsection 7.1, the County shall be liable only for costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- 7.2 Termination for Cause. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement and such breach is not cured in the time provided in this Subsection 7.2. Written notice of intended termination and a description of the breach

must be provided via certified mail by the Party terminating this Agreement to the other Party not less than thirty (30) calendar days prior to the intended effective date of termination. The breaching Party shall be given thirty (30) calendar days in which to cure its material breach to the reasonable satisfaction of the other Party. If the breaching Party fails to cure within thirty (30) calendar days, the Agreement shall terminate on the date specified in the notice.

- 7.3 Termination for Non-Appropriation or Loss of Funding. In addition to termination for default, the County may terminate this Agreement for non-appropriation or loss of funding by giving not less than thirty (30) calendar days' written notice thereof to the City. The County shall be liable only for costs incurred in accordance with the terms of this agreement prior to the effective date of Termination.

8. LEGAL RELATIONS

- 8.1 No Third Party Beneficiaries. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.
- 8.2 No Partnership or Joint Venture. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement.
- 8.3 Independent Capacity. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.
- 8.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 8.5 Jurisdiction and Venue. The King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 8.6 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, both Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.
- 8.7 Survival. Each of the provisions of this Section 8 (Legal Relations) shall survive the expiration or earlier termination of this Agreement.

9. RECORDS RETENTION AND AUDIT

- 9.1 Maintenance of Records. During the term of the Agreement and for a period not less than six (6) years from the date of its expiration or earlier termination, the records and accounts pertaining to this Agreement are to be kept available by both Parties for inspection and audit by the other Party and the State Auditor, and copies of all records, accounts, documents, or other data pertaining to the Agreement will be furnished upon reasonable notice. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such

litigation, claim, or audit continues past the six-year retention period.

- 9.2 Disclosure of Public Records. Both Parties acknowledge and agree that all non-privileged, non-exempt records that may be maintained pursuant to Subsection 9.1 of this Agreement are subject to public disclosure under the Washington State Public Records Act, Chapter 42.56 RCW.

10. FORCE MAJEURE

Either Party to this Agreement shall be excused from performance of its responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court or civil authority; commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

11. NONDISCRIMINATION

The City agrees to comply with all applicable federal, state, and local laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of any and all subcontractors providing services or performing any work using funds provided under this Agreement. During the performance of this Agreement, neither the City nor any entity subcontracting under the authority of this Agreement, shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the administration or delivery of services or any other benefits under this Agreement. King County Code Chapter 12.16 and 12.17 are incorporated herein by reference, and such requirements shall apply to this Agreement.

12. INDEMNIFICATION

The City and its successors and assigns shall protect, save, defend, indemnify and hold harmless the County, its elected officials, officers, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, actions, judgments, and/or awards of damages or expenses of any nature whatsoever, arising out of or in any way resulting from the City's acts or omissions under this Agreement. The City agrees that it is fully responsible for the acts and omissions of its contractors, subcontractors, consultants, and their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. The City agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the City's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County, its elected officials, officers, employees, and agents with a full and complete indemnity of claims made by the City's employees. The Parties acknowledge that these provisions were specifically

negotiated and agreed upon by them. The provisions of this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. WAIVER

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

14. SEVERABILITY

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

15. CHANGES AND MODIFICATIONS

This Agreement may be changed, modified, or amended only by written agreement executed by authorized representatives of both Parties.

16. REPRESENTATION ON AUTHORITY OF SIGNATORIES

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

17. ALL TERMS AND CONDITIONS

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

18. CONTRACT MANAGEMENT

All contact information for the management of this Agreement shall be identified herein and may be updated by either Party for their agency only and shall be submitted in writing or electronic mail to the other Party. Any update to the Contract Managers shall state the effective date of said update.

Contract Manager for	City of Des Moines	King County
Contact Name	Andrew Merges	Malva Slachowitz
Title	City Engineer	Senior Transportation Planner
Address	21630 11 th Ave S Des Moines, WA 98198	201 S. Jackson St, KSC-TR-0411, Seattle, WA 98104
Telephone	(206) 870-6568	(206) 477-5873
Email	Amerges@desmoineswa.gov	malva.slachowitz@kingcounty.gov

19. ASSIGNMENT

Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.

20. EXECUTION OF AGREEMENT – COUNTERPARTS

This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as an original.

IN WITNESS THEREOF the Parties hereto have executed this Agreement by duly authorized representatives on the dates shown below their respective signatures.

KING COUNTY

DocuSigned by:
By: **Rob Gannon**
551473A07A54447
Rob Gannon, General Manager
King County Metro Transit Department

Date: 8/6/2020

CITY OF DES MOINES

By: 
Michael Matthias, City Manager
City of Des Moines

Date: 7-16-2020

Approved as to Form:

/s/ Tim George
City Attorney

Date: July 16, 2020

EXHIBIT A

STATEMENT OF WORK

SAFE ROUTES TO TRANSIT PROGRAM CAPITAL IMPROVEMENT AGREEMENT

1. Purpose

To perform preliminary engineering (PE) to the 30% design level for the Barnes Creek Trail – S. 240th Street (16th Ave S to 20th Ave S) in coordination with the City of Des Moines Sound Transit System Access Fund award (Board Motion No. M2019-97). Work tasks shall include, but not be limited to the following:

- Survey & Basemap
- Horizontal & vertical control establishment
- Draft geotechnical report
- Draft KCSWDM Technical Information Report (TIR)
- Environmental permit identification and stakeholder engagement
- Trail and roadway alignment plans
- Trail and roadway preliminary profiles
- Structural wall identification
- Trail and roadway channelization plan
- Draft illumination design
- Franchise utility coordination

2. Scope of Services

- a. **Project Management:** The City will manage the project using professionals with capital project experience. Budget and schedule will be monitored regularly throughout design. The City will provide the County with progress reports at least quarterly, per Subsection 2.4 of this Agreement.
- b. **Preliminary Engineering (PE):** the City will select a design consultant using the City's 2020-2021 On-Call General Civil Engineering Services Contracts to design the project. The project will be permitted as a capital project, under the City's SEPA Planned Action. The City will maintain the lead agency role for SEPA. Design plans under this agreement will be prepared at 30% level. Additional design and other phases will be completed outside of this Agreement with other funds to complete the project for public use.

3. Projects to be completed

Location (intersection or corridor with extents)	Improvements	Phase(s) to be expensed under this agreement in 2020.
Barnes Creek Trail – S. 240 th St (16 th Ave S to 20 th Ave S)	This design will provide for approximately 1,300 LF, South Segment, of the Barnes Creek Trail Project on S 240 th Street (16 th Ave S to 20 th Ave S) The design is part of City's 2020-25 CIP project 319.345, a 2-mile multi-use trail connecting the Des Moines Creek Trail in the north and Highline College at the south end.	Preliminary Engineering (PE) – 30% Level

4. Schedule

Project milestones below represent work to be completed under this Agreement. Costs incurred after December 31, 2020 shall not be eligible for reimbursement under this Agreement unless extended by written amendment of the Parties pursuant to Section 15 of this Agreement.

The project milestones are estimated as follows:

Milestone	Month/Year
Consultant PE Agreement Executed	September 2020
30% Final Design Plans	December 2020
Project completion for work under this Agreement	December 31, 2020 (required end of reimbursable work)

Future phases beyond this Agreement using non-County funds	Right-of-Way Acquisition expected to begin 2021. Construction expected to begin 2023 with Sound Transit System Access Funds.
Estimated project opening for public use	2024

5. Budget

King County funds: \$120,000

City-secured funds: All other costs up to anticipated \$5,325,000 total project cost as shown in adopted 2020-2025 City CIP project 319.345.



Attachment #2

FORMAL TASK ASSIGNMENT DOCUMENT

Task Number 4

The general provisions and clauses of Agreement 2020-2021 On-Call General Civil Engineering Services

Shall be in full force and effect for this Task Assignment.

Location of Project: South 240th Street (16th Ave S to 20th Ave S)

Project Title: Barnes Creek Trail - South 240th Street – 16th Ave S to 20th Ave S 30% Preliminary Design

Maximum Amount Payable Per Task Assignment: \$109,744

Completion Date: December 31st, 2020

Description of Work: See attached Scope of Work Exhibit A and Exhibit B for Fee estimate.

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Attachment Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

EXHIBIT A

Task W4

City of Des Moines
Barnes Creek Trail
South 240th Street – 16th Ave S to 20th Ave S
30% Preliminary Design

KPG
Scope of Work
September 3, 2020

INTRODUCTION

The following scope of work outlines the effort required to complete 30% preliminary Barnes Creek Trail and Roadway design on S 240th St from 16th Ave S to 20th Ave S. In general, this scope of work will look at adding improvements to the south half of S 240th St and adjust the previous design of the Barnes Creek Trail (BCT) to best fit the corridor and increase the possibility of receiving TIB grant funding for the final construction. The planned improvements will include construction of BCT on the north side of the roadway and curb gutter and sidewalk on the south side of the roadway. This scope of work includes the following major design components:

1. North side of S 240th St – Curb & gutter, possible planter and Barnes Creek Trail
2. S 240th St – Evaluate the need and provide preliminary design for a two (2) or three (3) lane roadway from the intersection of 16th Ave S to 20th Ave S. Evaluations will be based on major impacts such as right-of-way needs, environmental impacts due to culvert, can cost.
3. South side of S 240th St – Possible bike lane, curb gutter, and sidewalk.
4. Intersection of 20th Ave S – will be a three-lane intersection with an eastbound to northbound left turn lane and designed assuming a future signal.
5. Intersection of 16th Ave S – Modify NE corner to match BCT improvements, modify SE corner to match proposed curb, gutter, and sidewalk.

The following assumptions were made when preparing the scope and budget:

- 30% Preliminary Design will be completed by end of 2020.
- Assume funding will be local and TIB.
- Environmental constraints and permits will be identified. No permits will be applied for in this Phase.

EXHIBIT A

Task W4

The following scope of work includes the effort to complete the above described improvements:

SCOPE OF WORK

Task 1 – Management/Coordination/Administration

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product:

- 1.1 Provide project administrative services including:
 - Project set-up and agreement execution
 - Execution of subconsultant agreements
 - Preparation of monthly progress reports and invoices
 - Maintaining project files
 - Record keeping and project closeout
- 1.2 Provide project management services including:
 - Project staff management and coordination
 - Subconsultant management and coordination
 - Prepare and update project schedule
 - Schedule and budget monitoring
- 1.3 Design Coordination meetings with City staff:
 - Attend three (3) design review/coordination meetings with City staff. Budget assumes that KPG project manager and lead project engineer will attend all meetings.
- 1.4 Miscellaneous letters and phone calls
- 1.5 Prepare a formal QA/QC plan

Products:

- Monthly progress report and invoice
- Meeting minutes for Consultant/City meeting
- QA/QC Plan

EXHIBIT A

Task W4

Task 2 – Survey and Base Mapping

This task covers the effort required to extend the existing survey along S 240th St to cover the entire ROW from 20th Ave S to 16th Ave S. Existing survey mapping extends from the approximant center line of S 240th St to approximately 10' north of the ROW line.

- 2.1 Limits of the detailed topographic mapping will be:

Detailed Topographic Mapping

- South ½ of S 240th St from the east side of 20th Ave S to the West side of 16th Ave S, approximately 1,500 LF.
 - North ½ of S 240th St – extend existing mapping as required to cover anticipated impact areas of the current BCT alignment.
- 2.2 Right-of-Way and Parcel Lines – the existing street right-of-way lines will be defined within the above described survey limits and parcel lines will be defined using GIS parcel information.
- 2.3 Utility Locations – KPG will hire a private utility location firm to locate all franchise utilities. It is assumed that all City and franchised utilities will be located with One-call
- 2.4 Gravity Utility Structures – Measure downs and sketches will be provided for all sanitary and storm sewer structures.
- 2.5 Utility Potholes/Conflict Plan - Utility Pot holes will not be performed during this phase of work
- 2.6 Survey Control – Will be based on previous completed work.
- 2.7 QA/QC Base Map – review basemap to compare to utility mapping and infield conditions.

Products:

- Updated Electronic basemap showing existing right-of-way, utility locations, surface features, and contours at 1-foot intervals.

Assumptions:

- Basemap will be prepared in AutoCAD Civil 3D using KPG drafting standards.
- Title reports (if required) will be paid for by the City and are not included in this scope and budget.
- No right-of-way descriptions or figures will be required.
- Include City GIS information as provided by City.

Task 3 – Agency Coordination

Effort under this task includes that required to assist the City in coordinating with outside agencies. The following coordination is anticipated:

EXHIBIT A

Task W4

- 3.1 Franchised Utilities: Request existing utility system maps and compare to completed base map. Coordinate with utility on any identified discrepancies. Request information on any planned system upgrades and identify major utility conflicts.
- 3.2 WDFW: City will take lead on coordination with WDFW (Larry Fisher). KPG will provide graphics and attend meeting. City will provide follow-up with WDFW. The main focus of the coordination is to determine if the proposed work near the unnamed tributary to Massey Creek will require an HPA.
- 3.3 TIB: City will take lead on coordination with TIB (Greg Armstrong) to review proposed improvements in the early stages of preliminary design to discuss design components. These may include sidewalk width, sharrow lane width, planter separation, trail widths, and other design alternatives with a goal of creating a proposed roadway section that will have the best funding possibilities under the TIB funding guidelines. KPG will provide graphics and attend meeting.
- 3.4 Environmental Permitting: The goal of this task it is to provide a Permit Matrix that identifies environmental permits that would likely be required to complete the proposed improvements based on State and Local project funding. City will determine which permits are required by the City and WDFW, KPG will determine other environmental permit requirements.

Products:

- Franchised Utility System Maps
- List of potential utility conflicts
- WDFW meeting notes - City
- TIB meeting notes – City
- Environmental Permit Matrix

Assumptions:

- Utility conflict plans will not be prepared under this phase of work, possible conflicts with major utilities such as utility poles and high pressure gas mains will be identified.
- A formal permit will not be submitted to WDFW
- City will coordinate, manage and attend meetings with TIB and WDFW

Task 4 – Not Used

Task 5 –Technical Information Report (TIR)

Effort under this Task includes requirements to create a project specific draft TIR based on the work previously completed for the BCT, the additional improvements added to this section of S 240th under this scope of work, and current storm water requirements. Stormwater design will address the requirements of the 2016 King County Surface Water Design Manual (KCSWDM). The following tasks are anticipated to be needed:

Task W4**5.1 Stormwater Preliminary Design:**

- Perform Level 1 Offsite Analysis.
- Evaluate if project triggers requirements for flow control or water quality treatment and locate facilities (e.g. underground vaults) along the proposed project site as required. Identify and evaluate alternatives for retrofitting the existing roadway with water quality treatment as part of this project. Potential alternatives to be considered include proprietary media filter units (e.g. Stormfilters, Filterra, Modular Wetland or other equivalent technologies) and low impact development (LID) methods such as bioretention.
- Assess feasibility and identify Onsite Flow Control BMPs (Best Management Practices) for all new and replaced impervious surfaces as required per KCSWDM. Potential facilities include permeable pavement, bioretention, infiltration trenches, and dispersion.

5.2 Technical Information Report (TIR) - Consultant will modify the Draft TIR for the BCT to create a stand-alone Draft TIR for this section of roadway. The draft TIR will determine storm water requirements as well as defining the approximate size and locations of treatment facilities.

5.3 Infiltration Testing: it is assumed that the existing soils will not be adequate for infiltration of the storm water, to verify this one infiltration test will be conducted. An allowance of \$3,500 is included with in the budget to perform testing. IF the City is able to provide all equipment and traffic control additional test pits can be performed within the budget allowance.

Products:

- Project Specific Final TIR

Assumptions:

- Pervious Pavement is not a preferred storm water BMP within the traveled roadway, infiltration feasibility will be reviewed for surfaces outside of the roadway. .

Task 6 – Preliminary Cross-Section Selection

Based on information obtained in the above tasks, the roadway cross-section will be selected. Items that will be considered during the selection process include overall project cost, ROW impacts, environmental constraints, safety, traffic efficiency, and ability to meet TIB grant funding criteria. Project elements that will be determined under this task are:

- 6.1 BCT- Shoulder widths, planter separations widths, and trail width
- 6.2 Traffic lane widths
- 6.3 Extent of left-turn or two-way left turn lanes
- 6.4 If bike lanes or sharrows are needed for the eastbound direction
- 6.5 If a planter separation should be used on the South side of S 240th

Products:

- Preferred roadway cross sections

Assumptions:

City of Des Moines

S 240th St – 16th Ave S to 20th Ave S

30% Design

KPG Project No. 19145W4

9/3/2020

EXHIBIT A

Task W4

- Preferred roadway cross-sections will be approved by City prior to starting formal preliminary design plans.

Task 7 – 30% Preliminary Design

Currently there is a Preliminary Design that shows the future Barnes Creek Trail project along the North side of S 240th. This design did not account for improvements on the south half of the roadway. In order to provide a holistic design for the entire roadway and ensure the BCT is located in the ultimate alignment consistent with the City's strategic Comprehensive Transportation Plan (CTP), the City is requesting that a preliminary design be completed that includes curb, gutter and sidewalk along the south side of the roadway. Information obtained from the above task will be used to prepare the following items:

- 7.1 Trail and Roadway Alignment Plans and Profile A plan set will be provided containing preliminary design information for the following information:
 - 7.1.1 Horizontal and Vertical roadway and trail alignment.
 - 7.1.2 Storm water conveyance, detention, and treatment horizontal and vertical alignments and approximate sizes based on TIR
 - 7.1.3 Locations and preliminary sizing of structural retaining walls.
 - 7.1.4 Channelization with lane widths and taper rates shown.
 - 7.1.5 Illumination locations for roadway and trail based off AGI layout.
 - 7.1.6 Proposed right-of-way acquisitions plan showing needed right-of-way acquisition areas and notes showing major private property impacts.
- 7.2 Driveway Plan and Profiles. A roll plot showing a driveway centerline plan and profile. These profiles will be used to evaluate private property impacts during and horizontal alignment of the proposed roadway but will not be included in the plan set.
- 7.3 Construction cost estimate: cost comparisons estimates will be pared for the two lane vs three lane sections and one total project cost estimate will be prepared for the preferred option.

Products:

- Trail and Roadway alignment set PDF & CADD)
- Driveway plan and profile roll plot of Preliminary design (PDF & CADD)
- Draft AGI print output
- Right-of-way impact plans table (PDF & Excel)
- Construction Cost estimate (PDF & Excel)
- Up to four (4) design meetings with City

Assumptions:

- Interim project cost estimate will not be required.
- Roadway cross section approved under task 6.0 will not be modified once Preliminary Design begins.
- A formal illumination report will not be required.

Task 8 – Geotechnical Services

EXHIBIT A

Task W4

The purpose of this task will be to provide geotechnical recommendations. The existing BCT Draft Geotechnical Report will be modified to create a stand-alone Final report for this project and include soil information. See attached Exhibit _

Task 9 - Management Reserve

The City may require additional services of the Consultant. These services could include additional geotechnical field work for infiltration tests, value engineering support, final design plans and/or permit assistance. At the time these services are required, the Consultant shall provide the City with a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

Task No.	Task Description	Labor Hour Estimate												Total Hours and Labor Fee Estimate by Task	
		Principal	Survey Manager	Senior Engineer	Senior Project Engineer	Senior Transportation Planner	Project Engineer	Project Surveyor	Design Engineer	Senior CAD Technician	Survey Technician	Senior Survey Technician	Transportation Planner		
		252	226	187	164	153	140	142	116	123	96	117	100	171	Hours
Task 1 - Management/Coordination/Administration															
1.1	Project Administrative Services (4 months)	2												8	\$ 1,122
1.2	Project Management Services	2					4						6	\$ 1,064	
1.3	Design Coordination Meetings	4					4						8	\$ 1,568	
1.4	Misc Letters and Phone Calls	2											2	\$ 504	
1.5	Prepare Formal QA/QC Plan	1		4									5	\$ 1,000	
Task Total		11	0	4	0	0	8	0	0	0	0	0	29	\$ 5,268	
Task 2 - Survey and Base Mapping															
2.1	Detailed Topographic Mapping														
2.2	Right-of-Way Parcel Lines		2					8			12		24	38	\$ 5,788
2.3	Utility Locations										4			14	\$ 2,056
2.4	Gravity Utility Structures										2			2	\$ 234
2.5	Utility Potholes/Conflict Plan										1		2	3	\$ 459
2.6	Survey Control												0	\$ -	
2.7	QA/QC - Base Map		1				4				1		2	\$ 286	
Task Total		0	2	0	0	0	2	8	0	0	20	0	27	59	\$ 8,825
Task 3 - Agency Coordination															
3.1	Franchised Utilities						2		4					6	\$ 744
3.2	Washington State Department of Fish and Wildlife (WDFW)	2					2		2					6	\$ 1,016
3.3	Transportation Improvement Board (TIB)	2					2							4	\$ 784
Task Total		4	0	0	0	0	6	0	6	0	0	0	0	16	\$ 2,544
Task 4 - Not Used															
Task Total		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Task 5 - Technical Information Report (TIR)															
5.1	Stormwater Preliminary Design				12		16		48					76	\$ 9,776
5.2	Draft/Final Technical Information Report (TIR)				10		0		40					50	\$ 6,280
Task Total		0	0	0	22	0	16	0	88	0	0	0	0	126	\$ 16,056
Task 6 - Preliminary Cross-Section Selection															
6.1	Barnes Creek Trail	2					24		32	12				70	\$ 9,052
6.2	Traffic Lane	1					12		16	10				39	\$ 5,018
6.3	Extent of Left Turn or Two Way Left Turn Lanes	1					8		12	10				31	\$ 3,994
6.4	Bikes Lanes or Sharrow for Eastbound Direction	1					4		6	6				17	\$ 2,246
6.5	Planter separation on South Side of S 240th	1					8		4	4				13	\$ 1,836
Task Total		6	0	0	0	0	56	0	70	38	0	0	0	170	\$ 22,146

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Hemstad Consulting Contract
Amendment 1

ATTACHMENTS:

1. Consulting Contract Amendment 1
2. Consulting Contract

FOR AGENDA OF: September 17, 2020

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: September 10, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/TG

☒ Finance *Colleen White*

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval and ratification of an Amendment to extend the existing contract with Hemstad Consulting for the purpose of legislative advocacy, intergovernmental relations and economic development on behalf of the City. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to approve and ratify Amendment 1 to the contract between the City and Hemstad Consulting, for the purpose of extending and updating the legislative advocacy contract through December 31, 2021."

Background

On an annual basis, the City Council establishes legislative priorities for support or opposition by the City for specific legislative and regulatory proposals forthcoming in the State or Federal legislatures. Over the last several years, in an effort to facilitate successful outcomes for these legislative priorities, the City has contracted with Hemstad Consulting to advocate and lobby on the City's behalf.

Discussion

Since initially contracting with Anthony Hemstad of Hemstad Consulting, the City has seen a number of positive and successful outcomes in regards to the City legislative priorities. These outcomes include:

- a. Funding for the bulkhead - \$2,000,000
- b. SCORE – Increased funding from the State
- c. Redondo Fishing Pier - \$350,000 in state capital budget
- d. Various economic development activities

The proposed Amendment 1 will extend the current contract with Hemstad Consulting through December of 2021 under the same terms as currently exist.

Alternatives

Do not extend the Contract or extend it on a more limited basis. This is not recommended given the success that the City has seen since Hemstad Consulting has been engaged to advocate on the City's behalf.

Financial Impact

Funds for this Amendment have been included in the City Manager's proposed budget for 2021.

Recommendation

Administration recommends approval of the motion.



CONTRACT AMENDMENT #1

CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY OF DES MOINES AND HEMSTAD CONSULTING

THIS AMENDMENT is entered into on this 28th day of August, 2020, pursuant to that certain Contract entered into on the 23rd day of December, 2019, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and Hemstad Consulting, (hereinafter "Consultant"),

The parties herein agree that the Contract dated December 23, 2019 shall remain in full force and effect, except for the amendments/addendums set forth as follows:

1) **SECTION II** of the Contract is hereby amended to extend the time of completion through December 31, 2021. Exhibit A is also amended to reflect the extension of this Contract through the year 2021.

2. **SECTION III** of the Contract is amended to remove the following language:

The total amount shall not exceed \$49,500 for the services described in this Contract unless this Agreement is amended.

Except as modified hereby, all terms and conditions of contract dated December 23, 2019, remain in full force and effect.

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

Hemstad Consulting: By: <u></u> (signature) Print Name: <u>Anthony R. Hemstad</u> Its <u>Principal</u> (Title) DATE: <u>8/31/2020</u>	CITY OF DES MOINES: By: <u></u> (signature) Print Name: <u>Michael Matthias</u> Its <u>City Manager</u> (Title) DATE: <u>9/1/2020</u> Approved as to form: <u>/s/ Timothy George</u> City Attorney DATE: <u>8/31/2020</u>
NOTICES TO BE SENT TO: HEMSTAD CONSULTING: Anthony R. Hemstad Hemstad Consulting 130 Sherman St. NW Olympia, WA 98502 anthony@hemstad.us	NOTICES TO BE SENT TO: CITY OF DES MOINES: Michael Matthias City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 MMatthias@desmoineswa.gov

EXHIBIT A - SCOPE OF WORK

LEGISLATIVE ADVOCACY

Background

The City Council's legislative priorities strategy establishes priorities for support or opposition by the City for specific legislative and regulatory proposals forthcoming in the State of Washington Legislature in the 2021 session. In order to facilitate successful outcomes for these legislative priorities, the City is engaging with the Consultant to perform the following tasks to accomplish legislative advocacy in support of successful outcomes for the legislative priorities.

Actions

The legislative advocate will support successful outcome for the City's Legislative Priorities, as adopted by City Council. These priorities will be provided to the legislative advocate upon approval by the Council.

The legislative advocate will:

- * Support enacting City legislative priorities through the entire state legislative process,
- * Provide weekly reports (may be verbal) to the City Manager (or designees) once the legislative session begins,
- * Develop appropriate legislative strategies,
- * Plan any testimony or support the City and its partners can provide to support passage of legislative initiatives, and
- * Work with our legislative delegation to support enactment of City's legislative priorities and see how the City can enhance those relationships

Meetings

- I. At least once during session and at the conclusion of session, the legislative advocate will provide a presentation to City Council summarizing outcomes.

Additional Items

Consultant shall also provide services to the City related to economic development and Marina finance as assigned by the City Manager. Consultant will also monitor Federal Congressional and Executive actions, particularly regarding Covid-related aid programs. Consultant will take on regional intergovernmental relations activities and serve on committees and task forces as directed by City Manager.

For PDC terms, retainer is seen to be 2/3rds State lobbying and 1/3 local/Federal/other tasks.

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CONSULTANT SERVICES CONTRACT between the City of Des Moines and

Hemstad Consulting

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Hemstad Consulting organized under the laws of the State of Washington, located and doing business at 130 Sherman St. NW, Olympia, Washington, 98502 (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

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

See Scope of Work attached as Exhibit A

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

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by August 31, 2020.

III. COMPENSATION.

- A. The City shall pay the Consultant a flat rate of \$6,000 per month for the terms of this Contract plus expenses. The total amount shall not exceed **\$49,500** for the services described in this Contract unless this Agreement is amended. This is the maximum amount to be paid under this Contract for the work described in Section I above and Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit A for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within thirty (30) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

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

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

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

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

XV. WORK PERFORMED AT CONSULTANT'S RISK. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XVI. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

1. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

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

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

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

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

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

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

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

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

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

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

CONSULTANT: By:  Anthony R. Hemstad Its <u>Principal</u> DATE: <u>12/23/19</u>	CITY OF DES MOINES: By:  (signature) Print Name: <u>Michael Matthias</u> Its <u>City Manager</u> (Title) DATE: <u>12/23/19</u> Approved as to form:  City Attorney DATE: <u>12/23/19</u>
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NOTICES TO BE SENT TO: CONSULTANT: Anthony R. Hemstad Hemstad Consulting 130 Sherman St. NW, Olympia, Washington 98502 (253) 335-9163 anthony@hemstad.us	NOTICES TO BE SENT TO: CITY OF DES MOINES: Michael Matthias City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 (206) 870-6554 Mmatthias@desmoineswa.gov
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EXHIBIT A - SCOPE OF WORK

LEGISLATIVE ADVOCACY

Background

The City Council's legislative priorities strategy establishes priorities for support or opposition by the City for specific legislative and regulatory proposals forthcoming in the State of Washington Legislature in the 2020 session. In order to facilitate successful outcomes for these legislative priorities, the City is engaging with the Consultant to perform the following tasks to accomplish legislative advocacy in support of successful outcomes for the legislative priorities.

Actions

The legislative advocate will support successful outcome for the City's Legislative Priorities, as adopted by City Council. These priorities will be provided to the legislative advocate upon approval by the Council.

The legislative advocate will:

- * Support enacting City legislative priorities through the entire state legislative process,
- * Provide weekly reports (may be verbal) to the City Manager (or designees) once the legislative session begins,
- * Develop appropriate legislative strategies,
- * Plan any testimony or support the City and its partners can provide to support passage of legislative initiatives, and
- * Work with our legislative delegation to support enactment of City's legislative priorities and see how the City can enhance those relationships

Meetings

- I. At least once during session and at the conclusion of session, the legislative advocate will provide a presentation to City Council summarizing outcomes.

Additional Items

Consultant shall also provide services to the City related to economic development and Marina finance as assigned by the City Manager.

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Friday, August 7, 2020 11:36 AM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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

Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Robert
Last Name	Adams
Address1	22515 6th Avenue South
City	Des Moines
State	WA
Zip	98198
Phone	206-414-4982
Email	bob.at.seattle@gmail.com
Subject	Marina parking
Comment	The Pay and Display system will allow the return to problems similar to problems before paid parking was implemented: It's been pointed out it is necessary for staff to monitor malfunctions when the current gates don't work properly. I'm sure that is a small amount of time when compared to cleanup time required each morning to remove trash left by party goers. The number of calls to police to clear party goers would likely increase exponentially if gates were removed. In addition, staff would be required to police a Pay and Display type system. Party goers and others would not need to pay since they could simply leave if accosted by authorities. Security of vehicles in the parking lot would be compromised. Fix the gated system currently in place.

Do you wish to be
contacted by the City
Clerk's Office with
instructions on how to
participate in the City
Council Zoom meeting?

No

Email not displaying correctly? [View it in your browser.](#)

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Friday, August 7, 2020 6:13 PM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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

Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Debra
Last Name	Anderes
Address1	22515 6th Ave S #405
City	Des Moines
State	WA
Zip	98198
Phone	9072542167
Email	debra.anderes@gmail.com
Subject	Marina and Redondo Paid Parking
Comment	I am a resident of the Waterford Condos on the south parking lot. When I moved to Des Moines 2 years ago it just felt like home. I quickly fell in love with our Des Moines living that offers a safe waterfront, beautiful sunsets and friendly neighbors. It offered us the summer Farmer's Market, the Wednesday evening concerts on the lawn, and the sense of a safe family environment. Des Moines has so much to offer with a City Council that works tirelessly to make it safe all year round. I would be very disheartened to see this change to open the

parking lot that would become what it used to be attracting nighttime disturbances and unrest to our waterfront community.

At a minimum it would be nice to keep the system as-is at the Des Moines Marina but it appears to me it could be updated to make getting out easier for visitors. At times I see long lines backed up as folks have trouble with the card reader.

We do enjoy visiting the Redondo Beach area as well and that parking lot system should be upgraded similarly to Des Moines.

I would personally like to thank you, City Council of Des Moines, for your many hours of making this a most beautiful and peaceful place to live!

Do you wish to be contacted by the City Clerk's Office with instructions on how to participate in the City Council Zoom meeting?

Yes

Email not displaying correctly? [View it in your browser.](#)

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Friday, August 7, 2020 2:24 PM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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

Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	DAVID
Last Name	ANDERES
Address1	22515 6th Ave S #405
City	Des Moines
State	WA
Zip	98198
Phone	9072542163
Email	dave.anderes@gmail.com
Subject	Marina and Redondo Parking Controls Feedback
Comment	I am an owner in the Waterford Condominiums above the shipyard at the south Marina and it is my understanding the Council is currently considering changes and a common system to the paid parking controls at the Marina and Redondo parking lots. Surely you are aware of how the last changes have improved things at the Marina parking lot, so my thoughts are toward the upcoming changes. The Marina system is close to what is needed but has reliability issues. It is common for visitors exiting to have problems paying, which requires time to resolve, while other cars line up behind. If this system could be changed to where visitors obtain an exit pass from a pay station prior to exiting, all they would

then have to do is wave (or plug in) the pass to exit. This would move any credit card or machine issues away from the gate. The current pass for the monthly customers and the fobs for marina tenants would still work fine with this system.

Redondo should have an updated system, same as the Marina, and the 'pay and display' system should be changed out. The current system requires policing, at the same time bringing in less revenue, and allows cheating. A customer could park without paying until an enforcer comes along and then either pay or move on, and a renter that is leaving with time left could give the ticket to another renter.

Thank you for your consideration!

Do you wish to be contacted by the City Clerk's Office with instructions on how to participate in the City Council Zoom meeting?

Yes

Email not displaying correctly? [View it in your browser.](#)

Bonnie Wilkins

From: Xfinity <andersoncentral@comcast.net>
Sent: Wednesday, September 16, 2020 5:47 PM
To: _CityCouncil
Subject: Support for contract extension of Anthony Hemstad

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

Good evening Council Members...

Just wanted to convey my support for the contract extension of Anthony Hemstad. There's a lot that's going to be needed over the next year from our state and having a proven lobbyist on our behalf is essential.

Thanks for your time
Rob Anderson
1723 S 234th St

Sent from my iPhone

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Thursday, August 20, 2020 11:13 AM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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

Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Doug Andrews
Last Name	Three Tree Point 2020 Commodore
Address1	PO Box 98700
City	Des Moines
State	WA
Zip	98198
Phone	206 992 3236
Email	andrews7745@gmail.com
Subject	Marina parking
Comment	August 20, 2020 Des Moines City Mayor, Council Members, City Manager and Staff City of Des Moines 21630 11th Ave S Suite A Des Moines, WA 98198 Dear Ladies and Gentlemen, I am Doug Andrews, Commodore of Three Tree Point Yacht Club. I am writing to let you know the opinion of the yacht club regarding the paid parking at the Des Moines Marina.

After discussing this issue with our Trustee members we wanted to express the need to keep the paid parking at the marina as is. The paid parking has been a great help for the marina moorage tenants, we feel safe keeping our cars in the parking lot overnight, and feel safe walking to our cars in the evening now that the parking lot closes at night. The loud cars and impromptu parties in the north lot have ceased. Club members who live in the condominiums around the marina no longer have to be disturbed late at night for the unruly behavior of a select few.

Again the members of the Three Tree Point Yacht Club are very happy with the paid parking as it is. We hope you will consider keeping the paid parking.

Sincerely,
Doug Andrews
Commodore
Three Tree Point Yacht Club

Do you wish to be contacted by the City Clerk's Office with instructions on how to participate in the City Council Zoom meeting?

Yes

Email not displaying correctly? [View it in your browser.](#)

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Thursday, August 27, 2020 1:07 PM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Sharon
Last Name	Andrews
Address1	27211 7th Place South
City	Des Moines
State	WA
Zip	98198
Phone	206-992-3237
Email	sda7846@gmail.com
Subject	Marina parking
Comment	To whom it may concern: My husband Doug and I have lived in the greater Des Moines community for the last 28 years and have had a boat in the Des Moines Marina for most of those years. I believe the Des Moines Marina paid parking should remain as it is. The benefit to the community of a lessening of crime, parties, noise making and other problems in the marina lot is important. And that lowering of crime, etc has happened since the gated and paid parking was installed. This also allows our police to focus on more important issues.

Do you wish to be
contacted by the City
Clerk's Office with
instructions on how to
participate in the City
Council Zoom meeting?

No

Email not displaying correctly? [View it in your browser.](#)

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Wednesday, August 19, 2020 3:41 PM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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

Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Desiray
Last Name	Bailey
Address1	22515 6TH AVE S, UNIT 502
City	DES MOINES
State	WA
Zip	98198
Phone	2063694713
Email	DESIBAILEY.DB@GMAIL.COM
Subject	Marina Paid Parking
Comment	To Des Moines City Council,

I currently reside at the Waterford Condominiums bordering the South Marina Parking Lot. I understand that the City and Marina are considering changes to the Marina paid parking system from using gates to control access to a "pay and display" system without gates. A visitor would buy a ticket at a pay station for the time they anticipate staying at the Marina and display the ticket on their dashboard or car window. I am opposed to such a change.

First, I would like to say that the implementation of the current, gate-controlled paid parking system is one of the best decisions the city has ever made. There have been many very

beneficial outcomes.

Prior to the implementation of the current system, when access was free and unrestricted, except for the signs posting that the lot was closed between 10PM and 5AM, several unseemly and undesirable activities were commonly observed in the parking lot.

- Cars with multiple occupants would congregate in groups. They would play their stereos at high volume, talk loudly, shout, smoke weed, taunt and/or intimidate passers-by.
- Cars would speed through the parking lot, spin doughnuts, create very loud engine and exhaust noise, creating an unsafe situation for those involved in the activity, as well as uninvolved citizens trying to peacefully enjoy the marina atmosphere.
- Usually when these groups would leave, they would leave lots of trash behind that would remain until marina staff could clean it up early the next morning.
- Often these nefarious activities would take place in the evening and extend into the night well past the 10PM “closing time”. It was not uncommon for the activities to continue into the early morning, even until 2AM or 3AM.
- It was common for the police to be called frequently, but they were not always able to respond.

If the gates are removed in favor of a “pay and display” system, the visitors who carry out the activities noted above are not the type who will comply with posted requirements. Also, enforcement would require marina staff and/or police department hours and agreements on ticketing non-compliant visitors. If not enforced, compliance will be minimal.

From the time the current paid-parking system was implemented, these activities essentially ceased. It was a very dramatic and positive change for the better. I feel safe walking in the marina area, especially at night going to and from Anthony’s Home Port. The entire situation for the South Marina Parking lot has improved more than you can imagine. I just can’t imagine taking a really good decision and situation and changing it back to the problems of the past.

Sincerely,
Desiray Bailey

Do you wish to be contacted by the City Clerk’s Office with instructions on how to participate in the City Council Zoom meeting?

Yes

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Bonnie Wilkins

From: Liz B <elizabeth.burn@gmail.com>
Sent: Monday, August 17, 2020 8:39 PM
To: _CityCouncil; Michael Matthias
Subject: Municipal Broadband for Des Moines WA

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

Dear Des Moines City Council, please consider Municipal Broadband for Des Moines, Washington. These are extremely difficult times that will no doubt continue looming over us. Folks are losing their livelihoods, having to work from home. Businesses struggling. Children, young adults, adults attending online schools. Seniors and folks with disabilities having online consultations with their care providers. Personally, having online access to my library has been crucial, especially during these times as staying home and shopping online for groceries and many other necessities including medications has been a lifesaver.

The Internet should be considered a utility, same as water, electricity & sewer because it is a necessity. Many other cities have come to this realization.

In our part of Des Moines, Salt Water Terrace, two houses from Marine View Dr., we only have one choice for internet service; comcast/xfinity. We have tried to get Centurylink, they informed us all they can offer us is a landline.

My comcast/xfinity bill is \$200. a month, we do not even have any of the sports channels, no hbo, no showtime.... Yet our bill continues to climb. I thought my bill was high, we compared with a neighbor 2 houses down, their xfinity/comcast bill is about \$400. a month.

I cannot imagine how someone on the verge of homelessness, trying to find a job searching online and struggling..., what they must be going through. I have discussed this issue with others, and was informed about tethering with my cell phone for the internet as a possibility, which I do use during power outages. But many people do not have that type of cell service that allows tethering for the internet, especially in these times. A relative of mine has a government issued cell phone, it can only be used for calling and texting. No internet service. Many other services also only offer a limited amount of minutes. You can imagine the strain that would place on a home with struggling parents and children trying to make it through school.

Xfinity/comcast charges less for a friend in Burien who has a choice of it and Centurylink. His bill is half of what we pay. It all boils down to competition.

There are many success stories of municipal fiber networks, many cities we can use as an example and learn from. Their city leaders realize the importance and necessity of city-wide Municipal Broadband. It is time we put a stop to the monopolies, especially now with so many economically disadvantaged.

We thank you for the opportunities you have given to our local businesses struggling to remain afloat.

Hope you and your loved ones are all well in these most difficult times.

Thank you for your consideration.

Sincerely,

Liz Burn

Des Moines, WA

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Monday, August 31, 2020 6:07 PM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Bishop
Last Name	Burton
Address1	216th
City	Des Moines
State	Washington
Zip	<i>Field not completed.</i>
Phone	<i>Field not completed.</i>
Email	proudboomermoment@write.me.com
Subject	Municipal broadband
Comment	In a pandemic we have a opportunity to lead in a large order of magnitude with municipal broadband. A voter, I ask you to study and contemplate passing this.
Do you wish to be contacted by the City Clerk's Office with instructions on how to participate in the City Council Zoom meeting?	No

Email not displaying correctly? [View it in your browser.](#)

Bonnie Wilkins

From: Ben Caparoso <ben.caparoso@gmail.com>
Sent: Tuesday, September 1, 2020 8:39 AM
To: _CityCouncil
Subject: Municipal Broadband study

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

Dear City Council

I support the city doing a study on the logistics of creating a municipal broadband offering for the city.

I support this for many reasons. First, studies have shown that municipal run broadband is cheaper than those provided by the main ISPs in America, the privacy of the citizens using the service is respected and finally, there are generally no data caps in municipal lead broadband offerings. (<https://arstechnica.com/tech-policy/2018/01/city-owned-internet-services-offer-cheaper-and-more-transparent-pricing/>)

The last point is incredibly important as Des Moines heads into a school season of virtual learning. Yesterday, I received a notice from Comcast stating that I had nearly reached my data cap for the month, and school has not even started yet! Not only am I working from home, conducting meetings using the internet, but soon two of my children will be doing the same, using even more data. My only choice at this point is to pay Comcast more money to not "cap" my data.

Please consider talking to Comcast to lift data caps while my children and I work/learn from home.

Please consider funding a study for municipal broadband.

Thanks.

Ben Caparoso

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Wednesday, August 12, 2020 7:58 AM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Deanna
Last Name	Clifford-Schroedl
Address1	22211 Cliff ave S
City	Des Moines
State	Wa
Zip	98198
Phone	206-999-6566
Email	ddschroedl@hotmail.com
Subject	Parking
Comment	Parking needs to be controlled by a system that is reliable. Your view of making the Marina a destination point is not a what the people that live here want. It may pay your wages but it ruined the lives of the people that live here and pay the property taxes. You are just encouraging The undesirable to come and vandalize the area and force those of us that live here to lock our selves in and worry where the next bullet comes from.
Do you wish to be contacted by the City Clerk's Office with instructions on how to	<i>Field not completed.</i>

participate in the City
Council Zoom meeting?

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Bonnie Wilkins

From: noreply@civicplus.com
Sent: Wednesday, September 16, 2020 6:17 PM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Kevin
Last Name	Collins
Address1	1843 S. 250th st
City	Des Moines
State	wa
Zip	98198
Phone	425-765-9855
Email	collinsahr@msn.com
Subject	Traffic/Speeders 250th st hill
Comment	DesMoines Mayor & City council members; We live at the top of 250th st hill here in DesMoines. We are asking the council to consider installing permanent solar powered "your speed is" signs midway or near the bottom of the hill facing both directions. In addition we'd like you to consider installing large speed bumps that we see in other parts of the city, spaced equally from near the top of 250th st hill down to at least 16th ave. We get a lot of speeders up and down 250th st at all times of day and night, 30-50 mph. Our neighborhood has a lot of people walking their dogs, elderly and handicapped individuals in motorized wheelchairs trying to get up or down the street safely. We also have lots of children

that live in this area with Parkside elementary school nearby on 20th ave.

Honestly we are surprised that a death hasn't occurred yet just from the speeding alone. Maybe is has and we're just unaware of it. We are asking the city council to help prevent a future accident, death or other injury due to traffic speeds here on 250th st.

Sincerely,

Kevin Collins
&
Tracy Wood DVM

1843 S. 250th st
DesMoines
425-765-9855

Do you wish to be contacted by the City Clerk's Office with instructions on how to participate in the City Council Zoom meeting?

Yes

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Bonnie Wilkins

From: noreply@civicplus.com
Sent: Friday, September 4, 2020 9:30 AM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Bo and Kim
Last Name	Corby
Address1	103 South 2997th Place
City	Federal Way
State	WA
Zip	98005
Phone	2067693398
Email	BORHINO@AOL.COM
Subject	Parking
Comment	One thing for sure, the paid parking has kept the Knuckleheads out of the Marina at night. The real problem is in working with our guests for boating excursions. 2 parking passes doesn't cover one trip and it's always a hassle for your guests and us to deal with the parking issue. We believe the moorage rates are more than adequate to cover guest parking. Thank you, Bo and Kim
Do you wish to be contacted by the City	Yes

Clerk's Office with
instructions on how to
participate in the City
Council Zoom meeting?

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Bonnie Wilkins

From: shawn dailey <bags9r@att.net>
Sent: Sunday, August 16, 2020 9:50 PM
To: _CityCouncil
Cc: Jeannie Dailey
Subject: marina parking

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hello council,

we have been des moines residents for 20 plus years and live in a condo at the marina. we would not be in favor of changing the "pay for parking system " at the marina. we understand that the current gate system has created some unanticipated costs and workload but we believe the benefits created from the change are worth the headache.

we feel a change in the current system will

- require more police presence
- increase the calls for 911
- promote crime and loitering
- increase prostitution
- decrease property values
- will have a negative impact on the restaurants
- increase littering and noise
- will attract crime and reduce safety

Let's put our citizens, visitors and business owners FIRST!

thank you for listening,

Shawn and Jeannie Dailey
22315 6th Ave S
Des moines, Wa. 98198

Sent from my iPad

Bonnie Wilkins

From: Bryan Gummry <guminhand@gmail.com>
Sent: Thursday, August 6, 2020 10:41 PM
To: _CityCouncil; Bonnie Wilkins
Subject: mayor pina treating his role like a dictator

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budget retreat with no questions allowed & no meeting for 6 weeks. how would this be ever okey? why not start meeting earlier?

please act with more decency.

i'd like my name and title read at coming meeting.

bryan Gummry from DesMoines

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Friday, August 7, 2020 8:34 PM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Kathy
Last Name	Hanson
Address1	22515 6th Ave S. #501
City	Des Moines
State	WA
Zip	98198
Phone	206-878-3392
Email	helmsperson@gmail.com
Subject	Paid Parking Change
Comment	Hi. This is Kathy Hanson. My husband and I have lived in Des Moines since early 1979. We built a house at the bottom of North Hill and moved in with our 16 month old daughter. We added a son in 1988. Our kids went to Des Moines Elementary, Pacific Middle School, Mt Rainier High School. I was involved in PTA, etc... I love Des Moines!! Have been sad at times that we have lost fun boutique stores, two main grocery stores and yet I keep thinking it's going to turn around...get better...such a beautiful location. Six years ago my husband and I relocated to the Marina area to a condo. Again, we love it! Feel so lucky and blessed to live here!! Before paid parking however, was a nightmare. So much unnecessary noise, garbage, illegal behavior. I called the police numerous times. I had never called

them before in my other neighborhood. Since the paid parking system was implemented problem people and situations has been virtually nil. Please don't discontinue the paid parking system. If we need to upgrade/ tweak it... in favor of that. We definitely need extra revenue for the marina.

Do you wish to be contacted by the City Clerk's Office with instructions on how to participate in the City Council Zoom meeting?

No

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Bonnie Wilkins

From: noreply@civicplus.com
Sent: Thursday, August 20, 2020 1:45 PM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Helen
Last Name	Harper
Address1	Field not completed.
City	Des Moines
State	WA
Zip	98198
Phone	NA
Email	Field not completed.
Subject	mayor and city manager please show more respect to council
Comment	The honorable mayor and respecting city manager should put differences aside and treat fellow council men and women with respect they deserve. I like all our council men and women I want you to get along. Compromise. Work. In honor Helen

Do you wish to be
contacted by the City
Clerk's Office with
instructions on how to
participate in the City
Council Zoom meeting?

No

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Bonnie Wilkins

From: Joann Hayden <jhayden407@gmail.com>
Sent: Saturday, August 22, 2020 3:09 PM
To: _CityCouncil
Subject: Marina Parking

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

Des Moines City Council Members:

I am a resident of the Marina District here in Des Moines reaching out to express my concerns and that of many of my neighbors regarding rumored changes to the pay to park system at the marina and beach park.

It is a shared opinion here that removing pay to park would not only lead to an increase in traffic, noise and litter but also a return to illicit activities. No one wants a resurgence of drug dealing, prostitution and crime as witnessed in the past, least of all our hard working police force which undoubtedly will experience an increase in 911 calls.

I urge you to keep the current system. If it is broken, fix it!

Thank you for your consideration.

Respectfully,

JoAnn Hayden
22226 6th Ave S, Apt. 202 Des Moines, WA 98198
732.221.9433

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Tuesday, September 15, 2020 2:00 PM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Henry
Last Name	M.
Address1	Marina district
City	Des Moines
State	WASHINGTON
Zip	98198
Phone	Like to not share
Email	mistermichiganman@outlook.com
Subject	Mayor stop attacking council men
Comment	This is a message intended for Mayor Pina and for public comment. You can please stop besieging your brethren who do not agree with you. JC and Anthony you ambush often. Let us be better.
Do you wish to be contacted by the City Clerk's Office with instructions on how to	<i>Field not completed.</i>

participate in the City
Council Zoom meeting?

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Bonnie Wilkins

From: Henry M. <misttermichiganman@outlook.com>
Sent: Monday, September 14, 2020 8:31 PM
To: _CityCouncil
Subject: Mayor stop attacking council men

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

This is a message intended for Mayor Pina and for public comment.

You can please stop besieging your brethren who do not agree with you. JC and Anthony you ambush often.

Let us be better.

Bonnie Wilkins

From: JOAN B <JOANB222@msn.com>
Sent: Thursday, August 20, 2020 7:02 PM
To: _CityCouncil; Michael Matthias; Bonnie Wilkins
Subject: Several Comments

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

Hello,

I have several comments on different subjects

1. Thank you for scheduling the additional Council meeting this week and giving council members time to ask questions and for the presentation from the State auditors office on the FIT program.
2. Please consider Municipal Broadband for Des Moines, Washington. These are extremely difficult times that will no doubt continue looming over us. Folks are losing their livelihoods, having to work from home. Businesses struggling. Children, young adults, adults attending online schools. Seniors and folks with disabilities having online consultations with their care providers. Having online access during these times as staying home and shopping online for groceries and many other necessities including medications has been a lifesaver.

The Internet should be considered a utility, same as water, electricity & sewer because it is a necessity. Many other cities have come to this realization.

3. Regarding the replacement of the security gates/system at the marina. I am one who buys a yearly pass which works very well for me and I'm sure quite a few others in the city. The current system can be quite frustrating when someone can't get the system to work and others are behind that person. I'd like to see something similar remain in place, open the gate between north and south lots and possibly have a gate for pass holders only. I would be extremely disappointed to lose the annual pass.

Thank You

Joan Bailly

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Monday, August 17, 2020 12:46 PM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Judy
Last Name	Kliskey
Address1	22226 Cliff Ave S #204
City	Des Moines
State	WA
Zip	98199
Phone	206-550-3630
Email	4forgran@gmail.com
Subject	Proposed changes to paid parking at DM Marina
Comment	I was forwarded the letter about proposed changes to the marina parking system by a member of the DMMA who lives in the same condo building I do. I do not own a boat so not a tenant there. To my knowledge, no one who lives in this area that is not a member of the association received any information of the proposed change from a pay system at the marina like the honor system like at Redondo. The city council has not posted or notified any residents who live in this area and would be affected by such changes. That is inexcusable and irresponsible on their part. I have lived on Cliff Ave. S. for over 4 yrs so I have seen the marina before and since paid parking was implemented. There has been some improvement but problems of (1) pedestrian

safely, (2) speeding both up and down the hill, (3) excessive noise from motorcycles and cars, (4) undesirable activity even when the marina is closed.

(1) Pedestrian safety is a bigger issue now with social distancing. People walk on the sidewalk day and night but distance themselves by going into the street or often walking on the west side of Cliff Ave. this occurred before the pandemic but worse now. According to the traffic engineers as of May 2020, no crosswalk can be placed at the corner of Cliff Ave. S. and 5th Ave. S. or anywhere else on the hill because it can't be made handicap accessible. What about the rest of us who walk at all hours of the day and night? Handicapped individuals know this hill is too dangerous.

(2) Speed limit is posted at 25 miles an hour. Traffic engineers will not give an answer why for such a short distance. The police do not have the staffing to patrol this area, we have been told by both them and traffic engineering dept. Many times, I have observed a marked patrol car in the area but, of course, there are not issues then! None of us who live in this building at 22226 Cliff Ave S. have seen this street patrolled for speeding. Three to four years ago, a speed strip was placed at the top of the hill where a car or motorcycle has to slow to make the curve on 223rd so, of course, it was ineffective. No warning sign of pedestrians is present on either side of the street. Speed strips/ bumps have repeatedly been requested by local residents. The traffic engineers deny the need! Is there documentation to prove that? Speed bumps in 2 different areas of Cliff Ave S. would not present a safety hazard as stated by the engineers but again no documentation of why.

(3) Cars that are poorly muffled as well as motorcycles have no respect for residents and rev motors and/ or hit the gas as they go up the hill. Also, both day and night, vehicles come around the corner at 223rd and down the hill beyond the speed limit. Most of these vehicles frequent this area regularly.

(4) Undesirable activity continues as it is very common for 2-3 vehicles to speed up the hill together particularly after dark. Cars are regularly parked in the handicapped parking area on Dock St. as well as go into the parking lots after dark. Why? All these cars do not live in the buildings on Dock St! And there are cars and bikes who just cruise this area. In the past 2 years, we have had 2 cars stolen from our parking garage, too. For all the above reasons, I do not favor changing the current paid parking to an honor system. It will most likely increase the above problems and possibly add more. The current system is less than 4 years old and obviously it is causing issues. I walk in the area almost daily and have rarely seen problems with the gate and do not know any tenant of the marina that has. The system needs to be fixed, not abandoned or changed to a less

effective one. If people don't have respect for this residential area, how are they going to respect the city when it comes to money?

Thank you

Judy Kliskey

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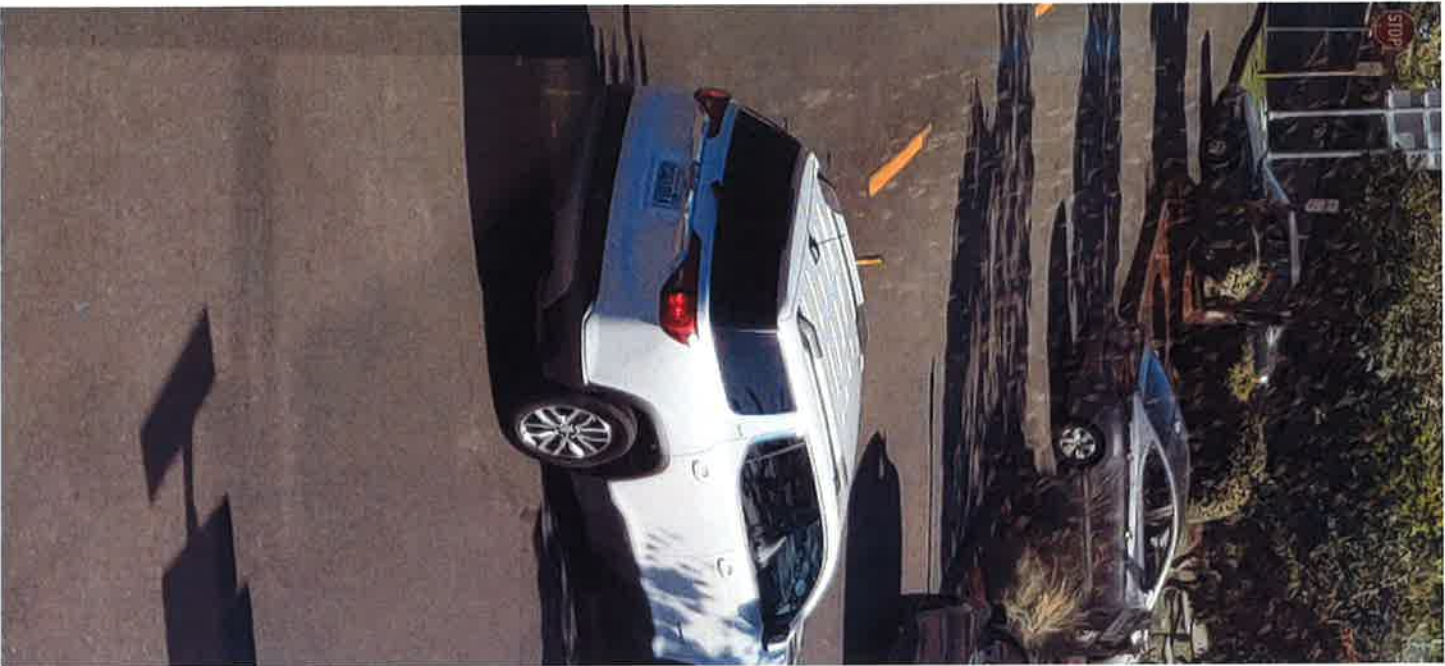
Yes

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Bonnie Wilkins

From: noreply@civicplus.com
Sent: Monday, August 17, 2020 6:34 PM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Bob
Last Name	Leonard
Address1	506 South 222nd Street, Unit 12
City	Des Moines
State	WA
Zip	98198
Phone	3528122121
Email	123penley@gmail.com
Subject	Overlook II Park and Van Gaskin Park
Comment	Parking in area plus security.
Do you wish to be contacted by the City Clerk's Office with instructions on how to participate in the City Council Zoom meeting?	Yes

Email not displaying correctly? [View it in your browser.](#)

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Tuesday, August 11, 2020 7:45 PM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Cheryl & Stan
Last Name	Miller
Address1	22515 6th Ave S #403
City	Des Moines
State	WA
Zip	98198
Phone	206-824-7665
Email	camiller22@comcast.net
Subject	Concern over changes to Marina Parking Gates
Comment	As residents of the Waterford Condos for nearly 18 years we are extremely distraught to hear that the City Council is considering removing the gates to the Marina. Those gates are all that saved us from being forced to sell our condo. They have been a real life saver for the community, especially for all of the owners near the Marina. As you well know, prior to the gates installation, the parking lot was a hot spot for drugs, prostitution, lewd behavior, sleeping in cars, (possibly homeless), parties with drinking of alcohol, drag racing, fights, loud music, car break-ins, and general unsettling behavior in a public parking lot. After the gates were installed, most of these activities ceased or decreased to a somewhat tolerable level.

Please, do the right thing for the City of Des Moines. Do not remove these gates! Thank you, Cheryl & Stan Miller

Do you wish to be contacted by the City Clerk's Office with instructions on how to participate in the City Council Zoom meeting?

Yes

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Bonnie Wilkins

From: noreply@civicplus.com
Sent: Friday, August 14, 2020 11:11 AM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Denise
Last Name	Mohr
Address1	22211 Cliff Ave S Apt 101
City	Des Moines
State	WA
Zip	98101
Phone	206-250-5370
Email	dmohr124@outlook.com
Subject	Marina Parking
Comment	I received an email with Bill Linscott's comments about the Marina and Redondo parking. I sent it out to the residents of the Cliff House Condo asking if they wanted to add our concurrence to Bill's comments and send them to the City Council. I also added a comment about adding speed bumps to the parking lot in various places, on Dock Ave, and on the hill of Cliff Ave to help slow down speeding cars. We have 15 units in our condo. I received 9 responses in agreement with Bill's comments and 8 with the speed bumps. We appreciate the opportunity to respond. I hope I am not responding too late.

Thank you,
Denise Mohr

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CITY OF DES MOINES
CITY CLERK

DES MOINES YACHT CLUB
22737 Marine View Dr
Des Moines WA 98198
206-878-7220

September 3, 2020

Subject: Paid Parking Controls at Marina

Mayor and City Council:

These comments are submitted on behalf of the Des Moines Yacht Club Membership (DMYC). We are both a neighbor and tenant of the Marina, as we lease the full south side of A Dock and have members who are individual tenants in the Marina.

We understand there will be an upcoming Council discussion on access control consistency between the Des Moines and Redondo marinas. This is a topic of great interest and concern for DMYC members, and DMYC strongly supports an ongoing access control system at the Des Moines Marina. Gates aid in the security of vehicles, boats, and visitors enjoying the waterfront.

DMYC remembers the security and safety concerns that existed at the Marina prior to access control. For us, these issues resided in the southwest corner directly behind Anthony's (top of A Dock). Late night visitors congregated and participated in activities that drew much attention and concern: Drinking, drugs, noise, and aggressive vehicular driving behavior in the Anthony's parking lot.

The City's changes to access control drove positive change at its onset, and the area became safer for all citizens and activities taking place at the Marina. DMYC fears that removing or reducing the gated access control by reverting to a "pay and display" or other method will initiate similar behavior experienced in the past (cruising and unwanted activities, without an assurance of payment).

DMYC would like to make the following public comments:

- Keep existing access control system with 24/7 coverage. For our membership, the operations with fob access cards works well.
- Remove the temporary orange barrier placed between the south lot and Anthony's restaurant. This barrier was set up to accommodate access to Anthony's for drive-up business during COVID19. Procedures have reverted back to the status quo and the barrier prevents normal passage of tenants from A, B and C Docks to the tenant parking area in the south lot without first exiting and then re-entering through gates

DMYC shares the community desire to create an accessible and consistent environment for patrons visiting the area, but we likewise place the safety and security of citizens at the forefront of any policy. Therefore, we support access control as a system that provides safety and security to the Marina, the community, and its users.

Thank you for the opportunity to provide comment.

Sincerely,
Chuck Riess
Commodore
Des Moines Yacht Club
206-940-5532



Bonnie Wilkins

From: noreply@civicplus.com
Sent: Monday, September 14, 2020 11:45 PM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Ken
Last Name	Rogers
Address1	22516 10th Ave S
City	Des Moines
State	WA
Zip	98198
Phone	2065797151
Email	Rogerakc@msn.com
Subject	Marina Parking
Comment	Des Moines Marina Association Comments to City Council Re: Potential Changes to Paid-Parking Controls Mayor, Deputy Mayor and Council Members, The Des Moines Marina Association (DMMA) wishes to provide comments on possible changes to paid parking being considered by the city council. Parking modifications may significantly impact marina tenants with respect to security in the parking areas and on docks. We recognize the council has these concerns in mind as well. We also share the council's desire to preserve reliable and sustained revenue from paid parking. During the month of August, DMMA had an opportunity to discuss and collect feedback on the topic of parking operations

from many of the tenants. This effort included sending out a questionnaire to our members, as well as visiting each dock to seek input from other tenants. The results are summarized as follows:

- Every tenant responding believed security and public safety of the marina was improved with deployment of paid parking and its gated control.
- Nearly all were happy with the operation of their electronic access cards. We also understand that resident and visitor access cards work well.
- Very few had problems reported from boating guests using the gate process. Those that did indicated it was in the credit card pay process at the gate.
- Most reported having experienced delays with exiting due to someone ahead of them having trouble paying at the gate. Alternate exit gates (when available) alleviate delays at a single-point exit.
- The Pay and Display parking method is not preferred by all but a single tenant surveyed. The format of an open, ungated lot is a primary concern. Tenants believe modifications to parking that did not have a gate component would lead to excessive automobile cruising, loitering, illicit activity, theft from vehicles and boats, and other questionable conduct.

Based on input from tenants, DMMA strongly encourages the City to retain current parking controls or to strengthen these existing controls. Marina tenants feel a system that reduces security, such as gate removal and transition to a pay-and-display system would be a setback to the progress made from past days when cruising, loitering, theft, drug dealing, and nuisance/mischief behaviors and excessive demands on law enforcement threatened the safety and security of both boating tenants and visitors enjoying the marina.

We have also provided to the Harbormaster, a list of suggestions received directly from tenants on actions or changes that could strengthen the current parking controls. DMMA appreciates the opportunity to comment on this topic in advance of council deliberations. The marina is a premier feature in Des Moines. We should have a paid parking system with controls in place that incorporate public safety, tenant security, and does not frustrate or annoy those using and enjoying it. The parking system should be equal to this premier feature.

Should you have questions or need additional information, please contact DMMA President - Ken Rogers or DMMA Secretary - Bill Linscott.

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Bonnie Wilkins

From: noreply@civicplus.com
Sent: Tuesday, August 11, 2020 9:03 AM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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Council / Public Meeting Comments

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First Name	Gail
Last Name	Rongey
Address1	22515 6th Ave.Unit 204
City	Des Moines
State	WA
Zip	98198
Phone	2063007646
Email	drcpas@comcast.net
Subject	Marina Parking
Comment	To Des Moines City Council from Gail Rongey and Jeffrey Dickson We understand that the City Council is reviewing the paid parking controls at the City's Marina, Beach Park and Redondo. We live in a condo with a back door and patio gate which opens on to Dock Street. We also have a boat at the marina. We have been extremely happy with the current security and public safety improvements the current paid parking configuration has provided. We have had zero problems with gate access as it has worked flawlessly for us. The previous

problems of loud parties, car races, and fights has really been addressed and we thank the Council for your actions to achieve that. The area truly has attracted more families and senior citizens. Even in the early evenings the marina is a popular area to stroll because it provides not only a pleasant walk but a secure environment.

We do think that the parking signs should be clearer so that people know the cost per hour before getting to the gate. There seems to always be confusion before going in and a good amount of confusion on how to get out. Cars can back up with what should be an easy situation. Everything should be much clearer before going in and easy to understand when leaving. We can't speak to the reliability issues of the gates themselves but as we mentioned above it has been seamless for us.

The other issue we have noticed is the temporary barricading of the second exit on the Anthony south side of the marina. If someone is taking longer than they should to exit, or even enter for that matter, and cars backup there is not a second way in or out with the barricades in place.

The Council has done an incredible job of addressing prior issues that plagued the Marina. With that in mind we urge the Council to stay the course and when deciding on any alternative parking methods to not reduce the security and safety to the residents and Marina tenants.

Gail Rongey
Jeffrey Dickson

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Bonnie Wilkins

From: noreply@civicplus.com
Sent: Sunday, August 23, 2020 11:17 AM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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First Name	Jo
Last Name	Schadt
Address1	22315 6th Ave So A104
City	Des Moines
State	WA
Zip	98198
Phone	2066189206
Email	joschadt1@gmail.com
Subject	Marina and Beach Parking
Comment	First of all, I would like to thank Mayor Pina and the other participants in our Zoom meeting of August 20th to discuss the ongoing problems with noise and illegal behavior at the Redondo parking lot. I think several possible mitigation measures that could be implemented relatively soon were proposed and should be further explored. As should the more permanent change to a Pay to Exit system as enjoyed by the Marina and Beach lots. However, I do take issue with Mayor Pina who stated the change to a Pay to Park system from the Pay to Exit system used at the Marina and Beach park was just a "rumor". Please

look back at the Packet submitted to the Council on July 16th regarding Marina and Beach parking. This is a Proposal by Harbormaster Scott Wilkins requesting a motion to proceed with the above mentioned change!

There was also a public posting by at least one Council Member in favor of this proposal.

The public outcry from Marina area residents, and at least one business, (Thank you Ken at the QuarterDeck), was clearly the reason to postpone the proposal until late September.

At the August 20th Zoom meeting, I was assured that there would be no changes to the parking system that might result in the type of problems noted at Redondo and that were occurring at the Marina and Beach lots before Pay to Exit was implemented.

Find a vendor that can do a better job with the equipment at the Marina and Beach lots. Paying to exit from downtown Seattle parking garages is a common thing. It can be made more user friendly while keeping the area safe and peaceful. Switching complaint calls from the Harbormaster to the police is no solution.

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Bonnie Wilkins

From: Marnie <sevores@comcast.net>
Sent: Sunday, August 16, 2020 2:42 PM
To: _CityCouncil
Subject: Broadband/internet

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I would like to see a study with pros and cons regarding broadband/internet.

1st we need to meet the needs of those families that can not afford it. Schools are teaching online but are paying for this expense. Colleges are also conducting online teaching.

Where I live 222nd and 13th Ave S I have 2 providers. Only 1 has the internet services that I need.

The internet has become a necessity similarly to water, sewer, electricity.

I would appreciated a response regarding my points.

Thanks,
Marnie

Marnie Sevores
206-683-4217

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Tuesday, August 11, 2020 11:58 AM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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First Name	Emmelie
Last Name	Stewart
Address1	22515 6th Ave S, Unit 402
City	Des Moines
State	Washington
Zip	98198
Phone	2066537179
Email	emmstew@comcast.net
Subject	Marina Gated Parking (South Lot)
Comment	22515 6th Ave South, Unit 402 August 10, 2020 Des Moines, WA 98198

Dear City Council, City Manager and Marina Harbor Master,

As a resident of the Des Moines Marina District, I would like to make some comments on the possibility of changing the parking system at the South Marina Parking Lot.

Before the Paid Parking went in:

1. Drug dealers occupied the marina on a daily basis.
2. Parties went on every week that required police intervention.
3. Garbage left in the parking lot every night and morning.

4. The same high speed cars would endanger families and walkers every day and night.
5. Signs stating the South lot was closed after 10:00 PM had no impact. Cars that came in at 9:00 PM would stay until 1:00 AM.
6. Who will ever forget when we all were awakened by gun fire at 6:00 AM in the North Lot.

After Paid Parking was implemented:

1. A much safer place for families, friends and couples to walk and enjoy the marina atmosphere.
2. A reduction in calls to the Police by a significant amount.
3. The drug dealing and prostitution problems seem to be gone.
4. Fewer boating tenant's cars have been broken into while they are out boating.

We are also hearing that the cost of a new system may not be possible. One suggestion is to have all folks pay at the pay stations, cash or credit, and have the ticket available to use at the gate. This type of system seems to work great at SeaTac Airport and many other areas. If we are worried about cost, where are we going to get the money to have someone monitor to make sure people have paid with an open gate system? I could go on and on about the positive impacts of gated paid parking in the South Marina Parking Lot. Implementing paid parking turned out to be a great decision. It has resulted in a great improvement to our community.

Sincerely Yours,
Emmelie Stewart

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Bonnie Wilkins

From: noreply@civicplus.com
Sent: Thursday, August 20, 2020 12:11 PM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
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First Name	Maine
Last Name	Thomas
Address1	216th st
City	Des Moines
State	WA
Zip	98198
Phone	2536778787
Email	Thommyboy2266@yahoo.com
Subject	Study of the municipal broadband
Comment	the city should go ahead and study municipal broadband for the benefit of our people.
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