

AGENDA

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

November 12, 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. Please provide us with your first and last name and the city in which you live. Your full name and the subject of your public comment will be read into the record at the Council meeting. Incomplete forms will not be read into the record, however the full correspondence will be attached to the Council packet and uploaded to the website as part of the permanent record.
- (2) By participation via Zoom. If you wish to provide oral public comment please email the City Clerk's office at <https://www.desmoineswa.gov/FormCenter/City-Forms-3/Council-Meeting-Comments-49> no later than 4:00 p.m. day of the meeting to receive your Zoom log-in and personal identification number. Please note that Zoom attendees do not interact with one another; they join in listen-only mode until it is their turn to address the Council.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC VIA ZOOM/WRITTEN PUBLIC COMMENT

ADMINISTRATION REPORT

Item 1: 2021-2022 HUMAN SERVICES ADVISORY COMMITTEE
FUNDING RECOMMENDATIONS

~~Item 2: LIFE SAVINGS AWARD~~

CONSENT CALENDAR

Page 5 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through November 06, 2020 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#161526-161595	\$ 544,707.55
Voided Checks		\$ (11,721.20)
Electronic Wire Transfers	# 1550-1557	\$ 337,366.87
Payroll Direct Deposit	#430001-430142	\$ 371,558.01
Payroll Checks	# 19392-19392	\$ 435.29
Payroll Direct Deposit	#450001-450145	\$ 352,446.99

Total Checks and Wires for A/P and Payroll: \$1,594,793.51

Page 7 Item 2: APPROVAL OF MINUTES

Motion is to approve the June 25, July 16, August 06, September 17, September 24, October 08, and October 22, 2020 City Council Regular Meeting Minutes, and the July 9, and August 20, 2020 Study Session Minutes.

Page 45 Item 3: 2021-2022 HUMAN SERVICES ADVISORY COMMITTEE
FUNDING RECOMMENDATIONS

Motion is to approve the Human Services funding recommendations of the Human Services Advisory Committee in the amount of \$175,000 and authorize the City Manager to sign the contracts for the agencies awarded the grant funds.

Page 59 Item 4: INTERLOCAL AGREEMENT WITH SOUTH KING FIRE
DISTRICT REGARDING EMERGENCY MANAGEMENT
SERVICES AND OPERATIONS

Motion is to approve the Interlocal agreement (ILA) with South King Fire District for the operation of Emergency Operations Center (EOC) at Fire Station 67 as well as the exchange of resources, and authorize the City Manager to sign the agreement substantially in the form as attached.

Page 59 Item 5: SMALL BUSINESS PROCLAMATION

Motion is to approve the Proclamation recognizing the Saturday after Thanksgiving as Small Business Saturday.

Page 63 Item 6: 8TH AVENUE SOUTH (SOUTH 264TH STREET TO SOUTH 265TH STREET) LAKEHAVEN WATER & SEWER DISTRICT INTERLOCAL AGREEMENT AND CONSULTANT ON-CALL AGREEMENT TASK ASSIGNMENT AMENDMENT FOR ENGINEERING SERVICES
Motion 1 is to approve the 2018-2019 On-Call General Civil Engineering Services Task Order Assignment Amendment 2018-06.02 with Parametrix in the amount of \$43,064.57, bringing the total contract to \$96,590.95, and further authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted.

Motion 2 is to approve the Interlocal Agreement between the City of Des Moines and the Lakehaven Water & Sewer District, and further authorize the City Manager to sign said Interlocal Agreement substantially in the form as submitted.

Motion 3 is to direct Administration to submit a CIP budget amendment for the 8th Ave South (South 264th St to South 265th St) Stormwater Pipe Project to incorporate the Lakehaven Utility Work.

Page 87 Item 7: DRAFT ORDINANCE NO. 20-063 – SUSPENDING RESTRICTION ON USE OF ONE-TIME REVENUE FOR 2021
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-063 on first reading.

Motion 2 is to enact Draft Ordinance No. 20-063, amending DMMC 3.100.020, and lifting the restriction on the use of one-time revenue in the general fund budget for the year.

Page 95 Item 8: MIDWAY PARK ENHANCEMENTS: REMOVAL OF NON-PARK RELATED STRUCTURES
Motion is to direct administration to authorize the City Manager to sign a Goods and Services Contract with Green Earthworks Construction, Inc. in the amount of \$74,109.20 to remove the current residential structure(s) on parcel number 2156400363 located at 22104 28th Avenue S adjacent to Midway Park.

PUBLIC HEARING

Page 113 Item 1: 2021 PROPERTY TAX LEVIES
Staff Presentation: Finance Director Beth Anne Wroe

Page 131 Item 2: 2021 PRELIMINARY ANNUAL BUDGET
Staff Presentation: Finance Director Beth Anne Wroe

Page 145 Item 3: 2020 ANNUAL BUDGET AMENDMENTS
Staff Presentation: Finance Director Beth Anne Wroe

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

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

December 3, 2020 City Council Regular Meeting

ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval

November 12, 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 **November 12, 2020** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through November 6, 2020 and payroll transfers through November 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			161526	-	161595	544,707.55
Voided Checks - (see attached report)				-		(11,721.20)
Electronic Wire Transfers			1550	-	1557	337,366.87
Total claims paid						870,353.22
Payroll Vouchers						
Payroll Checks	10/20/2020		0	-	0	0.00
Direct Deposit			430001		430142	371,558.01
Payroll Checks	11/5/2020		19392	-	19392	435.29
Direct Deposit			450001		450145	352,446.99
Total Paychecks/Direct Deposits paid						724,440.29
Total checks and wires for A/P & Payroll						1,594,793.51

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MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
VIA ZOOM
June 25, 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 Deputy Mayor Mahoney.

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: City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Chief Strategic Officer Susan Cezar; Chief of Police Ken Thomas; Finance Director Beth Anne Wroe; Principal Planner Laura Techico; Land Use Planner II Jason Woycke Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm attended the meeting via Zoom.

CORRESPONDENCE

- Lindsey, Rename Steven J Underwood Park
- William Schadt, Police Matters

COMMENTS FROM THE PUBLIC via Written Comment

- Karen Steinhaus, Redondo Beach Parking Lot Noise, Nuisance, Parking Violations
- Jayme Wagner, Fireworks
- Donny Payne, Proclamation of Racism

COMMENTS FROM THE PUBLIC via ZOOM

- Karen Steinhaus, Redondo Beach Parking Lot

ADMINISTRATION REPORT

- Summer Event Update
 - o Assistant Director Parks, Recreation and Senior Services Nicole Nordholm gave Council a PowerPoint Presentation.
- Van Gasken
 - o Chief Strategic Officer Susan Cezar gave Council an update on the Van Gasken House.
- Redondo Fishing Pier
 - o Chief Operations Officer Dan Brewer gave Council an update on the Redondo Fishing Pier

- Current Events –
 - o Chief of Police Ken Thomas updated Council on Fourth of July and Police Officer Use of Force

CONSENT CALENDAR

Item 1:

APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through June 19, 2020 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#160866-160939	\$ 522,982.84
Electronic Wire Transfers	# 1466-1478	\$ 583,202.86
Payroll Checks	# 19383-19384	\$ 19,906.31
Payroll Direct Deposit	#250001-250136	\$ 353,578.99

Total Checks and Wires for A/P and Payroll: \$1,479,671.00

Item 2:

REDONDO FISHING PIER, REDONDO FISHING PIER BULKHEAD & PLAZA, AND REDONDO RESTROOM, 2020-2021 ON-CALL GENERAL CIVIL ENGINEERING SERVICES – CONSULTANT DESIGN TASK ASSIGNMENT AND ACCEPTANCE OF WASHINGTON STATE DEPARTMENT OF COMMERCE 2021 LOCAL COMMUNITY PROJECTS PROGRAM GRANT

Motion 1 is to approve the 2020-2021 On-Call General Civil Engineering Services Formal Task Assignment 4 with Exeltech Consulting for the Redondo Fishing Pier, Redondo Fishing Pier Bulkhead & Plaza, and Redondo Restroom Project in the amount of \$649,873.96, and further authorize the City Manager to sign said Formal Task Assignment substantially in the form as submitted.

Motion 2 is to authorize the Acceptance of Washington State Department of Commerce 2021 Local and Community Projects Program Grant in the amount of \$339,500.00, and further authorize the City Manager, or his designee, to sign the 2021 Local and Community Projects Program Grant Contract substantially in the form as submitted.

Item 3:

PROCLAMATION OF RACISM AS A PUBLIC HEALTH CRISIS

Motion is to approve the proclamation declaring racism is a public health crisis and that racism is unacceptable in any of our societal institutions.

Item 4:

JUNETEENTH PROCLAMATION

Motion is to approve the proclamation acknowledging June 19, 2020 as Juneteenth.

Direction/Action

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

Councilmember Bangs read the Racism as a Public Health Crisis Proclamation summary into the record.

Mayor Pina read the Juneteenth Proclamation summary into the record.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Item 1: TRANSPORTATION IMPROVEMENT PLAN (2021-2040)
Staff Presentation:
Transportation & Engineering Services Manager, Andrew Merges

Mayor Pina opened the Public Hearing at 5:50 p.m.

Transportation & Engineering Services Manager Andrew Merges gave Council a PowerPoint Presentation.

Nobody signed up to speak.

Mayor Pina asked Council if they had any questions.

At 5:58 p.m. Mayor Pina Closed the Public Hearing.

Direction/Action

Motion made by Councilmember Bangs to approve Draft Resolution No. 20-035 adopting the 2021-2040 Transportation Improvement Plan for the City of Des Moines; seconded by Deputy Mayor Mahoney.

Motion amendment made by Deputy Mayor Mahoney to Move #23 to #18; seconded by Mayor Pina.
Motion passed 6-1.

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

Against: Councilmember Harris.

Main motion passed 7-0.

Item 2: DRAFT ORDINANCE NO. 20-030 RELATED TO THE
ENVIRONMENT CODE AND THE REGULATION OF FLOOD
HAZARD AREAS, FIRST READING
Staff Presentation:
Land Use Planner II, Jason Woycke

Mayor Pina opened the Public Hearing at 6:06 p.m.

Land Use Planner II Jason Woycke gave Council a PowerPoint Presentation.

Nobody signed up to speak.

Mayor Pina asked Council if they had any questions.

At 6:15 p.m. Mayor Pina Closed the Public Hearing.

Direction/Action

Motion made by Councilmember Buxton to pass Draft Ordinance No. 20-030 to a second reading on July 16, 2020, or as soon thereafter as the matter may be heard; seconded by Councilmember Bangs.

Motion amendment made by Mayor Pina to suspend Rule 26A in order to enact Draft Ordinance 20-030 on First Reading; seconded by Councilmember Nutting.
Motion passed 5-2.

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

Against: Councilmembers Harris and Martinelli.

Motion amendment made by Mayor Pina to pass Draft Ordinance No. 20-030; seconded by Councilmember Nutting.
Motion passed 5-2.

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

Against: Councilmembers Harris and Martinelli.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Bangs

- No Report

Councilmember Nutting

- Municipal Facilities Committee Meeting
- Economic Development Committee Meeting

Councilmember Harris

- Reach Out Des Moines Meeting
- Happy to hear Chief Thomas comments about the Fireworks
- Mask Give Away
- Transportation Improvement Plan Report
- Committee Meetings
- Port of Seattle Special Meeting

Councilmember Buxton

- Des Moines Farmer Market Board Meeting
- King County Sexual Assault Resource Center Meeting
- Puget Sound Regional Council Annual Meeting
- Human Services Advisory Committee Meeting

Councilmember Martinelli

- Proclamation Of Racism As A Public Health Crisis
- Business Grant Fund Program
- E.A.T.S. Program

Deputy Mayor Mahoney

- Des Moines Farmers Markets
- Regional Transportation Meeting
- Adam Smith's Town Hall Meeting
- Fireworks
- Facemasks

PRESIDING OFFICER'S REPORT

- Wally's Restaurant
- Destination Des Moines President Tony Hettler
 - o Virtual Summer Events

NEXT MEETING DATE:

July 09, 2020 City Council Regular Meeting.

ADJOURNMENT

Direction/Action

Motion made by Deputy Mayor Mahoney to adjourn; seconded by Councilmember Nutting.

The motion passed 7-0.

The meeting adjourned at 6:56 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL STUDY SESSION City Council Chambers VIA ZOOM July 09, 2020 – 5:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 5:01 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Traci Buxton.

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: City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Harbormaster Scott Wilkins; Judge Lisa Leone; Court Administrator Jennefer Johnson; Chief of Police Ken Thomas; Public Works Director Brandon Carver; and Emergency Preparedness Manager Shannon Kirchberg attended the meeting via Zoom.

CORRESPONDENCE

- There were no correspondence

COMMENTS FROM THE PUBLIC via Written Comment

- StART
Sharon Morehouse, Des Moines
- Van Gasken House – Against the Removal
Julie Adams
Joan Baily
Cheryl Bourg
Elizabeth Burn
Tiffany Caprara
Agartha Clark
Rod Cook
James Davies
David Denino
Valerie Constantino
Tad Doviak
Jill Gibbs-Doepel
Bruce Glaman
Marlene Hancock

Lawrence Holliday
Barb Houston-
Shimizu
Rick Johnson
Gerrie Kawabata
Anida Khachatourian
Jim Langston
Layne Anderson
Jane Leonard
Sam Cheyne
Brenda Limric
Steven Luksan
Rita Martin
Sherri Knox

Barbara McMichael
Gary McNeil
Saundra Mock
Darren Nerland
Lloyd Michael Price
Nancy Olsen
Erika Rusch
Shaw Sander
Joleen Schwetz
Brian Snure
Mark Sperling
Karen Staley
Stefanie Staudacher
Talawna C.
Sukovaty

Bob
Earnest Thompson
Patrice Thorell
Amy Tuipulotu
Kathy Van Gasken
Luksan
Kris Van Gasken
Bette Van Gasken
Jayme Wagner
Susan White
Morgan Stuller
CF Timeus
Salim Mohamed

- Van Gasken House – For the Removal
Sandy Butler
Jamie Brown
Tyler Alexis
Darrellyn Black
Kelleen Sliveira
John Scully
Rob Anderson
Karen
- Van Gasken House – Non Specified
Alena Rogers

COMMENTS FROM THE PUBLIC via ZOOM

- Van Gasken House – Against the Removal
Kris Van Gasken
Barb Houston-Shimizu
CF Timeus
Salim Mohamed
Rick Johnson

At 5:28 p.m. Council took a 12 minute break. The meeting resumed at 5:40 p.m.

DISCUSSION ITEMS

Item 1: EMERGING ISSUES

Item 2: DEPARTMENT DIRECTOR UPDATES

- o Staff gave a PowerPoint Presentation to Council with Updates of each Department

Item 3: CONSIDERATION OF FUTURE CITY OF DES MOINES PARTICIPATION IN START (SEA-TAC AIRPORT STAKEHOLDER ROUNDTABLE)
City Manager Michael Matthias gave Council an update on StART

Direction/Action

Motion made by Mayor Pina to direct the City Manager to inform the Port of Seattle that the City will be rejoining the StART Committee effective immediately; seconded by Deputy Mayor Mahoney.

Motion amendment made by Councilmember Harris to postpone vote until the first regular Council Meeting in September; 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 amendment made by Mayor Pina to add a plan review in February 2021 and that the agendas are jointly worked upon and materials received at least 10 prior to the meeting; seconded by Deputy Mayor Mahoney.
The main motion as amended passed 5-2.

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

Against: Councilmembers Harris and Martinelli

Item 4:

**VAN GASKEN SOUND VIEW PARK DEVELOPMENT:
DISPOSITION OF EXISTING RESIDENTIAL STRUCTURE**

Chief Strategic Officer Susan Cezar and Chief Operations Officer Dan Brewer gave a PowerPoint Presentation to Council

Direction/Action

Motion made by Deputy Mayor Mahoney to direct administration to remove the existing residential structure at the Van Gasken property in order to provide an enhanced public view, open green space and other public amenities for the park; seconded by Councilmember Bangs.

Friendly amendment to the Main Motion was made by councilmember Nutting to rename the park recognizing both the Indigenous Tribe and the Van Gasken family.
Amended Motion passed 5-2.

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

Against: Councilmembers Harris and Martinelli

NEXT MEETING DATE:

July 16, 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 9:01 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM July 16, 2020 – 5:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 5:02 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: City Clerk/Communications Director Bonnie Wilkins

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 regarding COVID-19

CORRESPONDENCE

- There were no correspondences

COMMENTS FROM THE PUBLIC via Written Comment

- Van Gasken House
 - o George Scott
- Wally's and E.A.T.S. Program
 - o Sandy Butler
 - o James Anderson
 - o B.L.
 - o Amanda Cox
 - o Katie Farrar
 - o Cecelia Sandvik
 - o Samantha Scown
 - o Keith Williams
- No Tax Money for Hate Group Supporters
 - o Andrea Sandhawalia

- Marina Parking
 - o Bobbi Barkley
 - o Betty L. Robb
 - o L. Michael Price
 - o William Schadt
 - o Jo Schadt
 - o Marnie Sevores
 - o Beverly Walker
 - o Bernice Warren
 - o Susan White
- Minimum Wage Increase
 - o Tad Doviak
- Redondo Speed Board Sign
 - o Rick Johnson
- PSE's Resources to Assist Our Customers
 - o Julien Loh
- Business Recycling Event

COMMENTS FROM THE PUBLIC via ZOOM

- Cynthia Ricks-Maccotan – Reach Out Des Moines
- David Wilson – Blueberry Lane III File No. LUA2018-0067
- Samantha Scown – Wally's and E.A.T.S. Program
- Mike Nordean – Wally's Owner

ADMINISTRATION REPORT

- ECONOMIC DEVELOPMENT
 - o Moved Presentation and Discussion to Economic Development Committee
- SEATAC AIRPORT IMPACTS

CONSENT CALENDAR

- Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers through July 09, 2020 in the attached list and further described as follows:
- | | | |
|---|----------------|----------------|
| Total A/P Checks/Vouchers | #160940-161035 | \$ 934,157.66 |
| Electronic Wire Transfers | # 1479-1487 | \$ 512,988.12 |
| Payroll Checks | # 19385-19385 | \$ 435.16 |
| Payroll Direct Deposit | #270001-270143 | \$ 352,912.55 |
| Total Checks and Wires for A/P and Payroll: | | \$1,800,493.49 |
- Item 2: DRAFT RESOLUTION 20-040: 2020-2025 HAZARD MITIGATION PLAN
Motion is to adopt Draft Resolution No. 20-040 approving the 2020-2025 Hazard Mitigation Plan for the City of Des Moines and authorize the Plan to be transmitted for inclusion in King County's Hazard Mitigation Plan.

- Item 3: LUA2018-0067; BLUEBERRY LANE III MODIFIED SHORT SUBDIVISION PRELIMINARY APPROVAL CONCURRENCE
Motion is to concur with City staff preliminary approval of the Blueberry Lane III Modified Short Subdivision, City File No. LUA2018-0067.

- ~~Item 4: BARNES CREEK/KENT-DES MOINES ROAD CULVERT PROJECT: DESIGN AGREEMENT GCB 2959 WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT)
Motion is to approve Local Agency Agreement CGB2959 Amendment between the City of Des Moines and the Washington State Department of Transportation for the design and permitting of the Barnes Creek/Kent-Des Moines Road Culvert Replacement Project in the amount of \$575,000, plus a 20% contingency and further authorize the City Manager or his designee to sign said Amendment, substantially in the form as submitted.~~

- Item 5: NATIONAL PARK AND RECREATION MONTH PROCLAMATION
Motion is to approve the Proclamation recognizing July as Parks and Recreation Month in Des Moines.

- Item 6: COLLECTIVE BARGAINING AGREEMENT TEAMSTERS LOCAL NO. 763
Motion is to approve the Collective Bargaining Agreement between the City of Des Moines and the Teamsters Local 763 effective January 1, 2020 through December 31, 2022, and to authorize the City Manager to execute and sign a clean copy of this Agreement substantially in the form as attached.

- Item 7: WASHINGTON STATE DEPARTMENT OF COMMERCE – SHELTER PROGRAM GRANT
Motion is to approve the City to jointly apply for the Shelter Program Grant through the Department of Commerce and authorize the City Manager to sign the required letter of support from the City.

- Item 8: FINANCIAL MANAGEMENT SYSTEM SOFTWARE AND IMPLEMENTATION SERVICES
Motion is to approve Tyler Technologies License and Service Agreement for the Munis ERP software application, and authorize the City Manager to sign the Agreements substantially in the form as attached.

Direction/Action

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

Councilmember Nutting pulled Consent Calendar Item #6.

Councilmember Bangs pulled Consent Calendar Item #3.

Councilmember Harris pulled Consent Calendar Item #8.

The remainder of the Consent Calendar passed 7-0.

Chief Operations Officer Brewer gave Council a summary on Consent Calendar Item #6.

Motion made by Councilmember Nutting to approve Consent Calendar Item #6 as presented; seconded by Councilmember Bangs.
Motion passed 7-0.

Principal Planner Laura Techico gave Council a summary on Consent Calendar Item #3.

Motion made by Councilmember Bangs to approve Consent Calendar Item #3 as presented; seconded by Councilmember Nutting.
Motion passed 5-0.

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

Against: Councilmembers Harris and Martinelli

Finance Director Wroe gave Council a summary on Consent Calendar Item #8.

Motion made by Mayor Pina to approve Consent Calendar Item #8 as presented; seconded by Councilmember Buxton.
Motion passed 7-0.

Mayor Pina read the summary of the National Park and Recreation Month Proclamation into the record.

NEW BUSINESS

~~Item 1: PAY AND DISPLAY PARKING SYSTEM FOR THE MARINA AND BEACH PARK~~
~~Staff Presentation: Harbormaster Scott Wilkins~~

Mayor Pina recommended to move the Pay and Display Parking System for the Marina and Beach Park to the Municipal Facilities Committee.

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

Councilmember Nutting

- Commented on Consent Calendar Item #6
- Municipal Facilities Committee Meeting
- Economic Development Committee Meeting

Councilmember Harris

- Financial Management System
- COVID-19
- Transportation Committee Meeting
- Meeting with Maria Cantwell's Office
- Reach Out Des Moines
- Items on the Consent Calendar

Councilmember Buxton

- Des Moines Farmers Market
- Growth Management Policy Board Meeting - PSRC (Puget Sound Regional Council)
- Reach Out Des Moines
- Commented on Consent Calendar Item #6

Councilmember Martinelli

- Wear Masks and Social Distance
- Thanked Steve Edmiston and Sheila Brush
- Commented on Consent Calendar Item #6

Councilmember Bangs

- Des Moines Arts Commission Meeting

Deputy Mayor Mahoney

- Virtual Waterland Parade
- Social Media Comments regarding Des Moines Financials
- Council Rule 5c

PRESIDING OFFICER'S REPORT

- Environment Committee Meeting
- Wear Masks and Social Distance

EXECUTIVE SESSION

NEXT MEETING DATE

August 6, 2020 City Council Budget Retreat

ADJOURNMENT

Direction/Action

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

The meeting adjourned at 6:36 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM August 06, 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 Harris.

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: City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Chief Strategic Officer Susan Cezar; Judge Lisa Leone; Court Administrator Jennefer Johnson; Finance Director Beth Anne Wroe; Deputy Finance Director Shawn Hunstock; Human Resource Director Adrienne Johnson-Newton; Chief of Police Ken Thomas; Emergency Preparedness Manager Shannon Kirchberg; Recreation Manager Rick Scott; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Harbormaster Scott Wilkins; Public Works Director Brandon Carver; Planning & Development Services Manager Denise Lathrop; Economic Relief & Resource Coordinator / Land Use Planner II Eric Lane; Legislative Advocate Anthony Hemstad attended the meeting via Zoom.

CORRESPONDENCE

- Roger and Shirley Baker

COMMENTS FROM THE PUBLIC via Written Comment

- Why are our Police not masked
 - o Olivia Bronson
- Redondo Beach Parking Lot Noise, Parking Violations
 - o Karen Steinhaus
- Proposed Park
 - o David Everhart
 - o Roger and Shirley Baker
- Boat Launch Parking and Beach Drive
 - o Mark Eide
- Redondo Park Lot

- o Jason Stee
- Marina Parking
 - o Ray Valpey
 - o Alice Dimascio
 - o Rod Hanson
 - o Heidi Merrifield
 - o Ken Rogers
 - o Chuck Polson
 - o Ben Stewart
- The Boardwalk
 - o Holly Hayes
- Paid Parking Controls – Marina & Redondo Areas
 - o Bill and Patti Linscott
- Van Gasken House
 - o Barbara McMichael
- Small Business Grant Program
 - o Rob Anderson

COMMENTS FROM THE PUBLIC via ZOOM

- Rod Hansen – Marina Paid Parking
- Roger and Shirley Baker – Van Gasken Proposed Park
- Ken Rogers – Marina Paid Parking

ADMINISTRATION REPORT

- Marina Paid Parking

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

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

Total A/P Checks/Vouchers	#161036-161141	\$1,170,057.70
Electronic Wire Transfers	# 1488-1489	\$ 524,391.47
Payroll Checks	#	\$
Payroll Direct Deposit	#290001-290135	\$ 354,480.67

Total Checks and Wires for A/P and Payroll: \$2,048,929.84

Item 2: DRAFT RESOLUTION 20-043 FOR SOUNDVIEW PARK DEVELOPMENT

Motion is to adopt Draft Resolution No. 20-043, identifying the City's authorized signatories for the Recreation and Conservation Office (RCO) grant application for the Sound View Park Development, and further authorize the City Manager to accept the grant funding

Direction/Action

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

Councilmember Harris pulled Consent Calendar Item #2.

The remainder of the Consent Calendar passed 7-0.

Motion made by Mayor Pina to approve Consent Calendar Item #2 as presented; seconded by Councilmember Harris.
Motion passed 5-2.

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

Against: Councilmembers Harris and Martinelli

NEW BUSINESS

Item 1: BUDGET

Staff gave Council a PowerPoint Presentation.

At 6:51 p.m. Council took a 9 minute break, and resumed the meeting at 7:00 p.m.

Direction/Action

Motion

At 7:52 p.m. Mayor Pina made a motion to extend the Council Meeting until 8:15 p.m.; seconded by Councilmember Buxton.
Motion passed 7-0.

At 8:12 p.m. Mayor Pina made a motion to extend the Council Meeting until 8:40 p.m.; seconded by Councilmember Buxton.
Motion passed 7-0.

At 8:38 p.m. Mayor Pina made a motion to extend the Council Meeting until 8:55 p.m.; seconded by Deputy Mayor Mahoney.
Motion passed 7-0.

NEXT MEETING DATE

August 20, 2020 City Council Study Session

ADJOURNMENT

Direction/Action

Motion made by Councilmember Bangs to adjourn; seconded by Deputy Mayor Mahoney.
The motion passed 5-2.

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

Against: Councilmembers Harris and Martinelli

The meeting adjourned at 8:55 p.m.

Minutes Approved at the _____ Council Meeting.

DRAFT

MINUTES

DES MOINES CITY COUNCIL STUDY SESSION City Council Chambers VIA ZOOM August 20, 2020 – 5:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 5:15 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: City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Assistant City Attorney Matt Hutchins; Chief Strategic Officer Susan Cezar; Judge Lisa Leone; Court Administrator Jennefer Johnson; Finance Director Beth Anne Wroe; Human Resource Director Adrienne Johnson-Newton; Chief of Police Ken Thomas; Assistant Police Chief Mark Couey; Emergency Preparedness Manager Shannon Kirchberg; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Harbormaster Scott Wilkins; Public Works Director Brandon Carver; Economic Relief & Resource Coordinator / Land Use Planner II Eric Lane; Legislative Advocate Anthony Hemstad; Deputy City Clerk Taria Keane attended the meeting via Zoom.

CORRESPONDENCE

There were no Correspondence

COMMENTS FROM THE PUBLIC

There were no Comments from the Public

DISCUSSION ITEMS

Item 1: WASHINGTON STATE AUDITOR, FINANCIAL INTELLIGENCE TOOL (FIT)

Niles Kostick, Financial Management and Data Tools Specialist with the Washington State Auditor's Office gave the Council a PowerPoint Presentation on the Financial Intelligence Tool.

Item 2: BUDGET RETREAT QUESTIONS

Council asked staff questions regarding the Budget.

Direction/Action

Motion made by Councilmember Nutting to fund \$2,800 from the Council's Hearts and Minds fund for Broadband Internet to Highline School District Families; seconded by Mayor Pina.
Motion passed 7-0.

Chief Operation Officer Brewer gave Council a brief update on the CIP process.

NEXT MEETING DATE

September 17, 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 7:32 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM September 17, 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 Deputy Mayor Mahoney.

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: City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; City Attorney Tim George; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Human Resource Director Adrienne Johnson-Newton; Judge Lisa Leone; Court Administrator Jennefer Johnson; Probation Officer Melissa Patrick; Chief of Police Ken Thomas; Assistant Police Chief Mark Couey; Commander Mike Graddon; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Harbormaster Scott Wilkins; Economic Relief & Resource Coordinator / Land Use Planner II Eric Lane; Legislative Advocate Anthony Hemstad; Emergency Preparedness Manager Shannon Kirchberg; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm attended the meeting via Zoom.

CORRESPONDENCE

- There were no correspondences

COMMENTS FROM THE PUBLIC via Written Comment

- Marina Parking
 - o Jo Schadt
 - o Joann Hayden
 - o Shawn and Jeannie Dailey
 - o Denise Mohr
 - o Deannna Clifford -Schroedl
 - o Robert Adams
 - o Kathy Hanson
 - o Emmelie Stewart
 - o Judy Kliskey
 - o Sharon Andrewws
 - o Bo and Kim Corby
 - o Desiray Bailey
 - o Chuck Riess

- o Cheryl & Stan Miller
 - o Gail Rongey
 - o Debra Anderes
 - o David Anderes
 - o Ken Rogers
- Municipal Broadband and Marina Parking
 - o Joan Bailey
- Anthony Hemstad Contract
 - o Rob Anderson
- Municipal Broadband
 - o Liz Burn
 - o Bishop Burton
 - o Ben Caparoso
 - o Marnie Sevores
 - o Maine Thomas
- Traffic/Speeders
 - o Kevin Collins
- Respect among Councilmembers Interactions
 - o Bryan Gummry
 - o Helen Harper
 - o Henry M.
- Overlook II Park and Van Gaskin Park
 - o Bob Leonard

COMMENTS FROM THE PUBLIC via ZOOM

- Doug Andrews – Marina Parking

ADMINISTRATION REPORT

~~Item 1: G.R.O PROGRAM~~

- Item 2: LIFE SAVING AWARD
Police Chief Ken Thomas recognized 4 police officers with Life Saving Awards.
- o Officer Doug Weable
 - o Sergeant Patti Richards
 - o Officer Shay Lamarsh
 - o Officer Jonathan Tyler

CONSENT CALENDAR

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

Item 2: APPROVAL OF MINUTES

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

Item 3: CHILDHOOD CANCER PROCLAMATION

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

Item 4: NATIONAL RECOVERY MONTH PROCLAMATION

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

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.

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.

- 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.

Direction/Action

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

Councilmember Harris pulled Consent Calendar Item #7.

The remainder of the Consent Calendar passed 7-0.

Motion made by Councilmember Harris to strike #2 from the Hemstad Contract amendment.

Motion died for lack of a second .

Motion made by Mayor Pina to approve Consent Calendar Item #7 as presented; seconded by Councilmember Bangs.
Motion passed 6-1.

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

Against: Councilmembers Harris.

Councilmember Bangs left the meeting at 5:35 p.m.

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

Councilmember Martinelli

- G.R.O. Program
- Public Safety/Emergency Management Committee Meeting
- Life Saving Awards

Councilmember Nutting

- Thanked Staff and Police Force

Councilmember Harris

- Should not stand for Pledge of Allegiance
- Police Force
- Port of Seattle Commission Meeting

Councilmember Buxton

- Otter Pop with a Cop
- Des Moines Farmers Market
- Human Services Advisory Committee
- Recovery Month
- DUI Court
- Growth Management Policy Board Meeting
- Domestic Violence Task Force
- City Logo

Deputy Mayor Mahoney

- Ribbon Cutting Ceremony at Midway Park
- Regional Transportation Board Meeting
- Transportation Committee Meeting
- International Coastal Clean-Up Day

PRESIDING OFFICER'S REPORT

- Environment Committee Meeting

NEXT MEETING DATE

September 24, 2020 City Council Budget Retreat

ADJOURNMENT

Direction/Action

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

The motion passed 6-0.

The meeting adjourned at 5:50 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM September 24, 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 Mayor Pina.

ADMINISTRATION REPORT

- Justice Ruth Bader Ginsburg
 - o Councilmember Bangs and Judge Leone made statements on the recent passing of Justice Ruth Bader Ginsburg

ROLL CALL

Council present: Mayor Matt Pina

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

Councilmember Anthony Martinelli was absent.

Direction/Action

Motion made by Deputy Mayor Mahoney to excuse Councilmember Martinelli; seconded by Councilmember Buxton.

Motion passed 6-0.

Staff present: City Clerk/Communications Director Bonnie Wilkins.

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Judge Lisa Leone; Assistant Police Chief Mark Couey; Staff Accountant Eric Mandelas; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Harbormaster Scott Wilkins; Economic Relief & Resource Coordinator / Land Use Planner II Eric Lane; Emergency Preparedness Manager Shannon Kirchberg; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm attended the meeting via Zoom.

CORRESPONDENCE

- There were no correspondences

COMMENTS FROM THE PUBLIC via Written Comment

- Jo Schadt

COMMENTS FROM THE PUBLIC via ZOOM

- Tad Doviak – Lighted Crosswalk on S. 260th

- Betty Drake-Sather – Lighted Crosswalk on S. 260th

ADMINISTRATION REPORT

- Item 1: PASSENGER ONLY FERRY STUDY UPDATE
- City Manager Matthias gave Council an update on the Passenger Only Ferry Study.
- Item 2: SOUND TRANSIT UPDATE
- Chief Operations Officer Brewer gave Council an update on Sound Transit.
- Item 3: BUSINESS ASSISTANCE PROGRAM UPDATE
- City Manager Matthias, along with Economic Relief & Resource Coordinator / Land Use Planner II Eric Lane, gave Council a PowerPoint Presentation update on the Business Assistance Program.
- Item 4: MIDWAY PARK UPDATE
- Chief Strategic Officer Cezar gave Council a PowerPoint Presentation update on Midway Park.

CONSENT CALENDAR

- Item 1: NATIONAL PREPAREDNESS MONTH PROCLAMATION
Motion is to approve the Proclamation supporting September as National Preparedness Month.
- Item 2: DES MOINES FIELD HOUSE PARK – FIELD RENOVATION PROJECT CONTRACT
Motion is to approve the contract with Pacific Sports Turf for the Des Moines Field House Park Field Drainage Improvement Project, and authorize the City Manager to sign the contract substantially in the form as submitted.
- Item 3: DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION
Motion is to approve the Proclamation supporting October as Domestic Violence Awareness Month.

Direction/Action

Motion made by Councilmember Nutting to approve the Consent Calendar; seconded by Councilmember Bangs.
Motion passed 6-0.

Mayor Pina read the National Preparedness Month Proclamation summary into the record.

Mayor Pina read the Domestic Violence Awareness Month Proclamation summary into the record.

NEW BUSINESS

- Item 1: DRAFT ORDINANCE 20-049: COMCAST FRANCHISE AGREEMENT – FIRST READING
Staff Presentation:
City Attorney Tim George

City Attorney George gave a PowerPoint Presentation to Council.

Direction/Action

Motion made by Councilmember Buxton to pass Draft Ordinance No. 20-049 to a second reading on the next available City Council agenda; seconded by Councilmember Bangs.

Motion passed 6-0.

Item 2: RESOLUTION TO SOUTH KING HOUSING AND HOMELESSNESS PARTNERS (SKHHP) 2021 BUDGET AND 2020-2021 WORK PLAN

Staff Presentation:

Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm

South King Housing and Homelessness Partners Executive Manager Angela San Filippo gave a PowerPoint Presentation to Council.

Direction/Action

Motion made by Councilmember Bangs to enact Draft Resolution No. 20-055, approving the 2021 South King Housing and Homelessness Partners Budget and the 2020-2021 Work Plan; seconded by Councilmember Nutting.

Motion passed 6-0.

At 6:58 p.m. Council took an 11 minute break and resumed the meeting at 7:09 p.m.

Item 3: DISCUSSION OF 2021-2026 CAPITAL IMPROVEMENTS PLAN

Staff Presentation:

Finance Director Beth Anne Wroe

Finance Director Wroe gave a brief update on Westwood Playground, installing something similar at Cecil Powell Park that were brought up at the Municipal Facilities Committee meeting.

Direction/Action – 6:56

Motion made by Councilmember Nutting to adopt the changes suggested by Finance Director Wroe and to remove the second sentence of the project description; seconded by Councilmember Bangs.

Motion passed 6-0.

Finance Director Wroe along with Staff Accountant Mandelas gave a PowerPoint Presentation to Council on the 2021-2026 Capital Improvements Plan.

Motion made by Councilmember Nutting to adopt Draft Resolution No. 20-059 approving the City of Des Moines 2021-2026 Capital Improvements Plan as amended; seconded by Councilmember Bangs.

Motion passed 6-0.

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

Councilmember Bangs

- No Report

Councilmember Nutting

- Municipal Facilities Committee
- Economic Development Committee

Councilmember Harris

- Capital Improvements Plan
- FAA Meeting with Dave Sumi
- Puget Sound Regional Council Executive Board Meeting

Councilmember Buxton

- National Preparedness Month Proclamation
- Domestic Violence Awareness Month Proclamation

Deputy Mayor Mahoney

- International Coastal Clean-Up Day
- Highline Forum
- Southside Mayors Reception

PRESIDING OFFICER'S REPORT

- Thanked City Clerk, City Manager, and Deputy Mayor for helping out during a few family issues.

NEXT MEETING DATE

October 8, 2020 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Deputy Mayor Mahoney to adjourn; seconded by Councilmember Buxton.

The motion passed 6-0.

The meeting adjourned at 7:56 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM October 08, 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 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: City Clerk/Communications Director Bonnie Wilkins

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; Judge Lisa Leone; Court Administrator Jennefer Johnson; Chief of Police Ken Thomas; Assistant Chief Mark Couey; Public Works Director Brandon Carver; Harbormaster Scott Wilkins; Economic Relief & Resource Coordinator / Land Use Planner II Eric Lane; Emergency Preparedness Manager Shannon Kirchberg; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Deputy City Clerk Taria Keane attended the meeting via Zoom.

CORRESPONDENCE

- There were no correspondences

COMMENTS FROM THE PUBLIC via Written Comment

- Body Camera
 - o Andrea Sandhawalia
 - o Jan Magnuson

ADMINISTRATION REPORT

Item 1: RESPONSE TO AIRPORT STUDIES

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through October 1, 2020 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#161298-161429	\$ 832,315.14
Electronic Wire Transfers	# 1526-1537	\$ 503,825.50
Payroll Checks	# 19389-19390	\$ 7,821.09
Payroll Direct Deposit	#380001-380145	\$ 364,035.06

Total Checks and Wires for A/P and Payroll: \$1,707,996.79

Item 2: DRAFT ORDINANCE 20-049: COMCAST CABLE FRANCHISE AGREEMENT, SECOND READING

Motion is to pass Draft Ordinance No. 20-049, approving a ten year cable franchise agreement with Comcast Cable Communications Management.

Item 3: CONSULTANT CONTRACT AMENDMENT #10 – GRANT FREDRICKS

Motion is to approve Amendment/Addendum #10 to the Contract with Grant Fredricks, continuing professional consulting services through December 31, 2021, with an increase of \$15,000 for 2020 (bringing the total not-to-exceed amount for 2020 services to \$75,000.00) and up to \$60,000 in 2021 services, and authorize the City Manager to sign the contract amendment substantially in the form submitted.

Item 4: STREET SWEEPING SERVICES CONTRACT ADDENDUM #1 WITH MCDONOUGH AND SONS INC. FOR STREET SWEEPING SERVICES

Motion is to approve the Street Sweeping Services Contract Addendum #1 with McDonough and Sons Inc. for Street Sweeping Services for an additional two years in the not to exceed amount of \$111,562.56, and additionally authorize the City Manager to sign the Street Sweeping Services Contract Addendum #1 substantially in the form as submitted.

Item 5: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DES MOINES AND DES MOINES POLICE GUILD (GUILD)

Motion is to approve the attached Memorandum of Understanding between the City of Des Moines and Des Moines Police Guild regarding Overtime Holiday Premium Time to ensure the pay practice is equitable amongst employees covered under the provision.

Direction/Action

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

Councilmember Harris pulled Consent Calendar Item #4.

The remainder of the Consent Calendar passed 7-0.

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

NEW BUSINESS

Item 2: PRESENTATION OF CITY MANAGER'S RECOMMENDED 2021 BUDGET

Staff Presentation: Finance Director Beth Anne Wroe

City Manager Matthias along with Finance Director Wroe gave Council an update on the Recommended 2021 Budget.

Item 1: 2020-2021 POLICE VEHICLE PURCHASE

Staff Presentation: Chief of Police Ken Thomas

Public Works Director Carver gave Council and update on the Police Vehicle Purchase.

Direction/Action

Motion 1 made by Councilmember Nutting to approve the purchase of an additional police vehicle in the amount of \$70,000 as part of the 2020 budget, and direct administration to include the purchase as part of the 2020 budget amendments; seconded by Councilmember Bangs.
Motion passed 7-0.

Motion 2 made by Councilmember Nutting to authorize administration to move forward with the order and purchase of four police vehicles that are included in the 2021 budget, totaling \$280,000; seconded by Deputy Mayor Mahoney.
Motion passed 7-0.

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

Councilmember Martinelli

- Public Safety/Emergency Management Committee Meeting

Councilmember Bangs

- Public Safety/Emergency Management Committee Meeting

Councilmember Nutting

- No Report

Councilmember Harris

- Representative Tina Orwall

Councilmember Buxton

- Human Services Advisory Committee Meeting
- Des Moines Farmer Market
- House Bill 1590
- Purple Light Nights

Deputy Mayor Mahoney

- Transportation Committee Meeting
- 20th Wedding Anniversary

PRESIDING OFFICER'S REPORT

- Des Moines Farmers Market
- Wear Masks and Social Distance

NEXT MEETING DATE

October 22, 2020 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Nutting to adjourn; seconded by Deputy Mayor Mahoney.

The motion passed 7-0.

The meeting adjourned at 5:50 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM October 22, 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 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: City Clerk/Communications Director Bonnie Wilkins

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; Judge Lisa Leone; Court Administrator Jennefer Johnson; Chief of Police Ken Thomas; Commander Mike Graddon; Public Works Director Brandon Carver; Water & Environment Engineering Manager Loren Reinhold; Harbormaster Scott Wilkins; Economic Relief & Resource Coordinator / Land Use Planner II Eric Lane; Emergency Preparedness Manager Shannon Kirchberg; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Management Analyst Rochelle Sems; Assistant Recreation Manager Kyle Ehlers; Legislative Advocate Anthony Hemstad; Deputy City Clerk Taria Keane attended the meeting via Zoom.

ADMINISTRATION REPORT

INTRODUCTION OF REPRESENTATIVE TINA ORWALL

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through October 16, 2020 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#161427-161525	\$ 775,474.07
Electronic Wire Transfers	# 1538-1549	\$ 262,353.82
Payroll Checks	# 19391-19391	\$ 435.16
Payroll Direct Deposit	#400001-400149	\$ 362,122.62

Total Checks and Wires for A/P and Payroll: \$1,400,385.67

- Item 2: DRAFT ORDINANCE NO. 20-042, CREATING NEW DOMESTIC VIOLENCE OFFENSES IN THE CRIMINAL CODE
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-042 on first reading.

Motion 2 is to enact Draft Ordinance No. 20-042, relating to public safety, defining additional crimes of domestic violence, and adding new sections to chapter 9.68 DMMC.
- Item 3: MASTER LICENSE AGREEMENT – EXTENET SYSTEMS, INC
Motion is to approve the Master License Agreement with Extenet Systems, Inc. authorizing Extenet's use of City light poles for telecommunications purposes subject to City approval and compliance with City Code, and authorize the City Manager to sign the Agreement substantially in the form as submitted.
- Item 4: INTERLOCAL AGREEMENT – SCHOOL RESILIENCE TO AIR POLLUTION STUDY
Motion is to approve the Interlocal Agreement with the cities of Burien, Federal Way, Normandy Park and SeaTac to provide funding for a University of Washington study on school resilience to air pollution, and authorize the City Manager to sign the agreement substantially in form as attached.
- Item 5: BARNES CREEK/KENT DES MOINES ROAD CULVERT PROJECT: DESIGN AGREEMENT GCB 3395 WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT)
Motion is to approve Local Agency Agreement GCB 3395 between the City of Des Moines and the Washington State Department of Transportation for the design and permitting of the Barnes Creek/Kent-Des Moines Road Culvert Replacement Project in the amount of \$575,848, plus a 20% contingency and further authorize the City Manager or his designee to sign said Agreement, substantially in the form as submitted.

Direction/Action
Motion made by Councilmember Nutting to approve the Consent Calendar; seconded by Councilmember Bangs.
Motion passed 7-0.

ADMINISTRATION REPORT

DRIVE THRU TRICK OR TREAT EVENT

Assistant Recreation Manager Kyle Ehlers informed Council about the Drive Thru Trick or Treat Event

I-976 UPDATE

Legislative Advocate Anthony Hemstad gave Council an update on I-976

SOUTH KING HOUSING & HOMELESSNESS POLICY UPDATE

City Manager Matthias, along with Councilmember Buxton, gave Council an update on the South King Housing & Homelessness (SKHHP) policy.

Proposed policy changes

Policy decisions that directly affect the City or that create mandates should be made by the City Council and not by the SKHHP board.

Primary focus of SKHHP should be on the production and preservation of affordable housing as stated in the Interlocal Agreement that created the partnership.

Policy decisions made by SKHHP should prioritize the preservation of affordable housing and the creation of affordable housing, while also balancing the interests of those who provide it.

Direction/Action

Motion made by Councilmember Nutting that the 3 policy changes be made; seconded by Councilmember Bangs.
Motion passed 7-0.

CORRESPONDENCE

- John Jackson, Progressive Mind Body Therapeutics – Thanked Staff for Grant Awarded from the G.R.O. Program

COMMENTS FROM THE PUBLIC via Written Comment

- Alice Thorell – Support for Proposals
- Patrick Nardo – Truth in Proclamations

PUBLIC HEARING

Item 1: 2021 PRELIMINARY ANNUAL BUDGET, FIRST READING
Staff Presentation: Finance Director Beth Anne Wroe

At 5:42 p.m. Mayor Pina opened Public Hearing.

City Manager Matthias and Finance Director Wroe gave council a PowerPoint Presentation.

Nobody signed up to speak.

Mayor Pina asked Council if they had any questions.

At 6:18 p.m. Mayor Pina closed the Public Hearing.

Direction/Action

Motion made by Councilmember Nutting to pass Draft Ordinance No. 20-062 to a second reading on November 12, 2020 for further City Council consideration and approval; seconded by Councilmember Bangs.
Motion passed 7-0.

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

Councilmember Bangs

- Des Moines Arts Commission Meeting
- Wear Masks

Councilmember Nutting

- Economic Development Committee Meeting
- Budget

Councilmember Harris

- Reach Out Des Moines
- FAA Meetings

Councilmember Buxton

- Growth Management Policy Board Meeting
- Sound Cities Association – Policing History and Policies Panel Discussion
- Domestic Violence Awareness Month – 5K

Councilmember Martinelli

- Wear Masks and Social Distance
- Racism as a Health Crisis Proclamation

Deputy Mayor Mahoney

- Trick or Trick Drive Thru
- Destination Des Moines Tree Lighting
- Regional Transportation Meeting
- Budget

PRESIDING OFFICER'S REPORT

- Interview with Forbs Magazine regard First Day Academy
- G.R.O. Program Grants
- Budget
- Veterans Day

NEXT MEETING DATE

November 12, 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 6:43 p.m.

Minutes Approved at the _____ Council Meeting.

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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: 2021-2022 Human Services Advisory
Committee – funding recommendations

ATTACHMENTS:

1. 2021-2022 Funding Recommendations

FOR AGENDA OF: November 12, 2020

DEPT. OF ORIGIN: Parks, Recreation and Senior
Services

DATE SUBMITTED: November 4, 2020

CLEARANCES:

☐ Community Development _____

☐ Marina _____

☒ Parks, Recreation & Senior Services *Susan M. Cope*

☐ Public Works _____

CHIEF OPERATIONS OFFICER: *Phil J. ...*

☒ Legal /s/ TG

☒ Finance *Catherine ...*

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to request City Council approval of the 2021-2022 Human Services funding recommendations, in the amount of \$175,000 per year, pending budgetary ability.

Suggested Motion

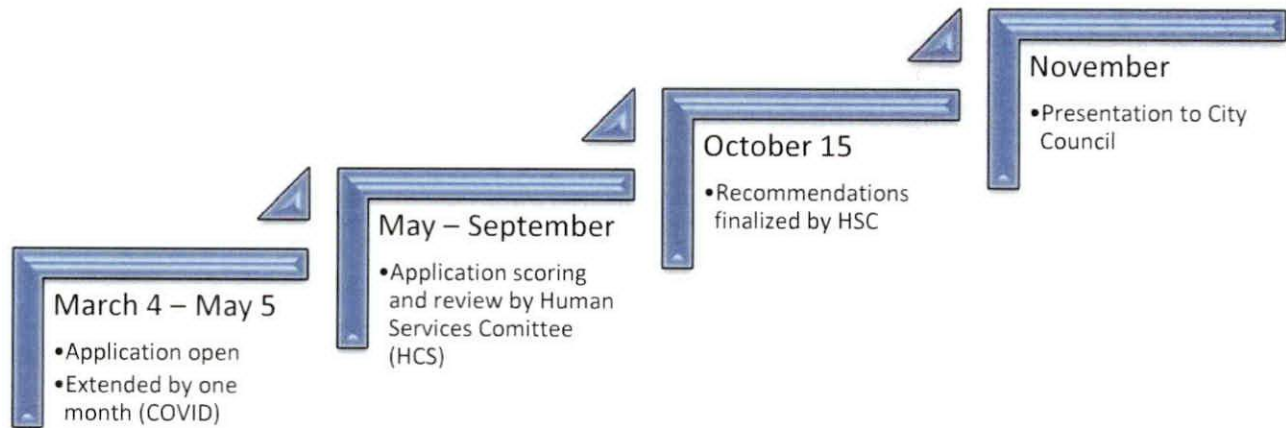
Motion: "I move to approve the Human Services funding recommendations of the Human Services Advisory Committee in the amount of \$175,000 and authorize the City Manager to sign the contracts for the agencies awarded the grant funds."

Background:

The Des Moines Human Services Advisory Committee carefully reads and reviews Human Services agencies grant applications for funding on a biennial basis. For the 2021-2022 funding cycle, 54 South King County agencies requested funding.

The City staff and Committee take into consideration a funding criteria, with priority given to programs that assist Des Moines community members to:

- Have secure, affordable housing and food adequate to their needs.
- Be safe from violence within their families, neighborhoods and communities.
- Be healthy, physically and mentally.
- Have the education and job skills that lead to employment in living wage jobs.
- Have early childhood education and youth success.

Discussion:**Alternatives:**

Reject or modify the Human Services Advisory Committee funding recommendations. (Not recommended).

Financial Impact:

The City has a proposed budget of \$175,000 for human services funding for 2021.

Recommendation:

Staff recommends approval of the motion.

HUMAN SERVICES ADVISORY COMMITTEE 2021/22 FUNDING RECOMMENDATIONS

Requesting Agency	2019-20 Allocation	Grant Summary	2021-22 Funding Request	Funding Recommendation
ANEW	\$11,000	Trade job training for minorities	\$6,000	\$3,000
Asian Counseling and Referral Service	\$0	Whole Health Oriented Health program	\$5,000	\$2,500
Children's Home Society of WA	\$0	Education and early learning services. Wrap around family support.	\$20,000	\$10,000
Children's Therapy Center	\$2,000	Pediatric therapy for kids with special needs	\$4,000	\$4,000
<u>Crisis Clinic:</u> - 211 Information Line - 24 hour crisis Line - Teen Link	\$2,775 \$2,750 \$2,375	Community info & referral line 24 hr Crisis Line Teen Crisis Line & training	\$12,500 \$5,000 \$4,040	\$4,000 \$4,000 \$3,000
<u>DAWN:</u> -Housing Program -Community Advocates	\$2,600 \$0	Housing Community Advocacy	\$5,000 \$12,600	\$5,000
Des Moines Area Food Bank	\$31,250	Food Assistance	\$50,000	\$50,000
El Centro de la Raza	\$0	Adult day care services	\$10,000	\$5,000
<u>HealthPoint:</u> -Primary Medical Care -Primary Dental Care	\$5,800 \$4,700	Primary medical care to low income & uninsured families & individuals. Dental Care for low income	\$10,000 \$10,000	\$10,000 \$10,000
Hospitality House	\$9,800	Homeless shelter for single women	\$14,000	\$10,000
International Rescue Committee	\$0	ICHS Medical	\$10,800	\$6,822

Requesting Agency	2019-20 Allocation	Grant Summary	2021-22 Funding Request	Funding Recommendation
Kent Youth & Family Services	\$2,500	Behavioral Health programs	\$5,500	\$5,500
King County Bar Association	\$0	King County Bar Foundation Pro Bono Services Department	\$2,500	\$2,500
King Co. Sexual Assault Resource Center	\$4,142	Comprehensive sexual assault advocacy services	\$4,480	\$4,480
Multi-Service Center	\$7,667	Rent and Emergency Assistance	\$10,000	\$10,000
Northwest Parkinson's Foundation	\$0	Business Training	\$650	\$1,950
Pediatric Interim Care Center	\$1,000	Infant Withdrawal Program	\$3,500	\$3,500
Somali Family Safety Task Force	\$0	Navigation support services for Somali families	\$15,000	\$5,000
Sound Generation: *Meals on Wheels *HYDE Senior Shuttle	\$2,500 \$2,125	Meals on Wheels Program. HYDE Senior Shuttle Transportation.	\$3,875 \$3,000	\$3,875 \$3,000
WA Poison Center	\$960	Emergency services	\$2,273	\$2,273
WestSide Baby	\$0	Children's basic essentials program	\$5,000	\$5,000
Share7app.culturegrants.org	\$600	City of Des Moines participation in ONLINE human services applications, reports, reviews, etc.		\$600
Total Funds Budgeted	\$150,000			\$175,000

*bold indicates agencies Des Moines has not previously funded

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interlocal Agreement with South King Fire District regarding Emergency Management Services and Operations

FOR AGENDA OF: November 12, 2020

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: November 4, 2020

ATTACHMENTS:

1. Interlocal Agreement with South King Fire District regarding Emergency Management Services and Operations

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for City Council consideration of an interlocal agreement (ILA) that will memorialize the current arrangement with South King Fire District for the operation of the Emergency Operations Center (EOC) at Fire Station 67 as well as the joint use of resources to respond to emergency situations. The following motion will appear on the consent calendar.

Suggested Motion

Motion 1: “I move to approve the interlocal agreement (ILA) with South King Fire District for the operation of the Emergency Operations Center (EOC) at Fire Station 67 as well as the exchange of resources, and authorize the City Manager to sign the agreement substantially in the form as attached.”

Background

The COVID 19 Pandemic and emergency response has highlighted the necessity of a strong relationship between first responders and emergency management personnel.

On March 27, 2020, the City of Des Moines in partnership with South King Fire and Rescue and Des Moines Police, activated their Emergency Operations Center. This secure location was staffed with personnel from the City of Des Moines Emergency Management, South King Fire and Des Moines Police. This Joint Operations Center was located at Fire Station 67 and monitored the COVID-19 impact in order to provide communication and resources to first responders and our community including:

- Ensuring the uninterrupted delivery of emergency services
- Communicating with local partners ensuring that they have all the resources they need
- Locating resource supply chains that can help support our Police Department, South King Fire and Local Partners
- Meeting and coordinating response with Seattle King County Public Health, King County Emergency Operations Center, South King Fire and Rescue; Washington State Emergency Operation Center and Washington State Public Health
- Helping with messaging to the public through our City of Des Moines web page and City of Des Moines social media.

Discussion

The proposed ILA formalizes the relationship that has existed between the City and the District and sets the terms for the joint operation of the City's Emergency Operations Center, provides for the sharing of costs of joint emergency management in accordance with the state emergency management plan (pursuant to RCW 38.52.070), and allows for the exchanging of resources on a case-by case basis as needed for emergency management purposes.

Financial Impact

The City will pay the District an annual payment of \$500 to reserve space as needed for operation of the EOC.

Recommendation

Administration, Police and Legal recommend approval.

Council Committee Review

This ILA was reviewed by the Public Safety/Emergency Management Committee.

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY FIRE PROTECTION
DISTRICT NO. 39 AND THE CITY OF DES MOINES REGARDING EMERGENCY
MANAGEMENT SERVICES AND OPERATIONS**

This Agreement is made and entered into effective November _____ 2020, by and between King County Fire Protection District No. 39, (District) a special taxing district, municipal corporation and political subdivision under RCW 52.12.011, and the City of Des Moines, a municipal corporation, political subdivision and code city, (City). Both entities are duly organized and operating under and through the laws of the State of Washington. The District and the City collectively may be referred to as the “Parties” or singularly as a “Party.”

WHEREAS, the Parties see fit, pursuant to their respective authorities conferred by law, to enter into this Agreement for cooperative action pursuant to RCW 39.34.030 and RCW 38.52.070.

Now, therefore, in exchange for the mutual promises contained herein, the Parties agree as follows:

Section 1. Purpose and Authority. The City and the District desire to contract with one another through an Interlocal Cooperative Agreement for the following:

- A. Joint operation of the City’s Emergency Operations Center/Area Command Center (EOC/ACC);
- B. Sharing the cost of joint emergency management in accordance with the state emergency management plan, pursuant to RCW 38.52.070;
- C. Exchanging resources on a case-by case basis, for purposes of emergency management. This Agreement is based upon the authority of RCW 39.34.030 and RCW 52.12.031(3), which allows public agencies to cooperate and jointly exercise their powers in ways that provide the most efficient use of resources. The Parties agree that this Agreement should be liberally construed to effectuate the purpose of this Agreement.

Section 2. Scope of Agreement. The City and the District agree as follows:

- A. Exchange of Resources: Both Parties recognize the mutual benefits with providing more efficient use of resources by giving each other access to specialized labor, equipment, and materials as described in this Agreement, for purposes of emergency management.

The exchange of resources is limited to 1) availability and on a reimbursable basis for labor, construction, maintenance, repair, outfitting, or emergency mitigation; and 2) resources that are not otherwise readily available to the receiving Party on a normal basis. Both Parties agree and understand that the needs of the resource owner take precedence over the requesting Party’s needs and that any work contemplated in this Agreement is not intended to supplant or otherwise divert City or District employees from duties owed to their respective employers.

- B. Requests for Services: Each request for service under this Agreement must include a scope of work agreement that specifies the expected deliverable. Requests must include: the type of service required, the amounts and types of labor, equipment, and material required, the location of the work, the estimated cost of the work, and any other information pertinent to the request. Upon receipt of the request, the Party receiving the request will indicate its acceptance or rejection of the request, authorize approved requests, and assure that both Parties are provided a final copy for their records. If a Party fails to indicate acceptance or rejection of the request within 30 calendar days of receipt, the request will be deemed rejected. In the case of an emergency, the resource request and its approval may be executed verbally between authorized individuals but must be documented in writing as soon thereafter as is practical.
- C. The District shall furnish to the City reasonable office space in District Station 67 for purposes of the City and the District's joint operations of an Emergency Operations Center/Area Command Center (hereinafter "EOC/ACC").
- D. In-Kind Services: The Parties further agree that at times, the labor, equipment, and materials may be furnished by one Party to the other Party in exchange for labor, equipment, and material furnished by the other, or in recognition of the benefit to the Party and/or constituents of said Party. Such in-kind exchange or benefit constitutes reimbursement as required in this Agreement and must be documented in writing and agreed to by both Parties.

Section 3. City and District to Jointly Operate an EOC.

I. City Obligations. The City will:

- A. Barring a natural disaster or other event that renders the EOC/ACC facility unusable, provide equipment and personnel for a joint operational EOC/ACC facility;
- B. Provide personnel trained in EOC/ACC operations and specific positions to help operate the EOC;
- C. Call the EOC/ACC into operation when its resources are overwhelmed or anticipate that they will be overwhelmed and additional help is needed to most effectively serve the public;
- D. Operate the EOC/ACC and activate the EOC/ACC in accordance with the Washington State Emergency Management Plan;
- E. Pay the District a flat rate of five hundred dollars (\$500) per year for use of office space at Station 67 as needed for the operation of the EOC/ACC;

- F. Coordinate with the District for services provided during a disaster declared pursuant to the federal Stafford Act or pursuant to an emergency declaration;
- G. Delegate to the District, when necessary, the City's powers under RCW 38.52; and
- H. Develop a communication plan for notifying significant population segments of life safety information during an emergency.

II. District Obligations

- A. Barring a fire emergency that requires direct staff attention, provide personnel trained in EOC/ACC operations and specific positions to help operate the EOC/ACC in the event of its activation; and
- B. Call the EOC/ACC into operation when District resources are overwhelmed or anticipate that they will be overwhelmed and additional help is needed to most effectively serve the public.

III. Joint Obligations. The Parties shall:

- A. Operate the EOC/ACC in good faith, relying on both organizations' staffing and resources to best serve the public, particularly during sustained operations;
- B. Operate using the standardized National Incident Management System, where staff from either organization is interchangeable in serving the public;
- C. Engage the City's Policy Board (City Council) for City policy decisions and the District's Policy Board (Fire Commissioners) for District policy decisions. A joint meeting will support policy decisions involving both organizations; and
- D. The City and the District agree to support each other in managing an event as follows:
 - a. Only events that exceed seventy-two (72) hours will be subject to reimbursement.
 - b. Events subject to reimbursement will be reimbursed on a jurisdictional basis as follows:
 - i. Events occurring solely within the City's or the District's jurisdiction that is not the type of event the assisting jurisdiction would typically respond. Examples of the types of situations where this might occur, without limitation, would be a fire activation that does not threaten the City, but where the City activates the facility and supports the activation with staff, or a City activation

that does not involve emergency response from the District but where District staff are involved in EOC/ACC operations.

- ii. The assisting jurisdiction is entitled to reimbursement of actual costs associated with its support in managing the event.
 - iii. The City and the District are responsible for their own costs for events where the City and the District have concurrent jurisdiction and responsibility. An example, without limitation, is a fire within the City limits that activates the EOC/ACC.
 - iv. Payment will be made within 3 months after the invoice, unless there is a dispute. If both Parties submit an invoice, the Parties may credit payment and remit only any overage due to the other Party. The City will provide its cost data for the EOC/ACC facility, staffing, and other expenses related to the EOC/ACC during activation, to the District upon request. The District will also, upon request, provide the City any requested District cost data related to EOC/ACC operations during activation.
- c. If the City Manager or the City Council declares a local state of emergency to protect and preserve health, safety life and property, the Parties remain committed to sharing in the cost of emergency management fairly and equitably.
 - d. In the event that the City obtains federal funds for disaster relief, the Parties may meet to discuss potential options for expenditure or allocation of the funds as appropriate.

Section 4. City and District to Share in the Cost and Administration of Joint Emergency Management Training. The City and the District will:

- A. Continue joint emergency management training with each agency leading the organization of training at different times.
- B. Negotiate cost sharing between the agencies to appropriately allocate training costs on a per training basis as agreed upon by the Parties. Such agreement will not be unreasonably withheld. Any training for which cost sharing is requested and cost sharing amounts must be mutually agreed upon by the Parties before the training is booked.

Section 5. Emergency Equipment Procurement and Storage.

- A. The City will identify, in cooperation with the District and the King County Department of Emergency Management, items needed or desired for emergency preparedness mitigation efforts, such as support material for first responder staff responding and supporting emergency response, or items for community use during an emergency event, such as water purification systems.

- B. The District will assist the City in identifying, maintaining, and storing those items procured under this Section. The District will ensure all items maintained or stored in their immediate possession are kept in good order and available for audit at the City's request.

Section 6. Additional Terms and Conditions.

Relationship of the Parties: No agent, official, employee, servant, or representative of the City is an officer, employee, agent, servant or representative of the District for any purpose. No agent, official, employee, servant or representative of the District is an officer, employee, agent servant or representative of the City for any purpose.

Duration and Termination:

- A. This Agreement will be in force and effect on the date of last signature and will remain in effect for a period of five years or upon either party giving notice of intent to terminate this Agreement pursuant to Paragraph B below. This Agreement will be automatically extended for additional five-year terms unless either Party provides notice of intent to terminate.
- B. Either Party may terminate this Agreement, prior to its expiration, by providing the other Party at least six months prior written notice. Such notice must state the grounds for the termination.

Annual Review: The terms and operations of this Agreement will be reviewed annually in December of each year. The purpose of the review is to assure that the purpose and objectives of this Agreement are being met. This review will be conducted by a committee composed of at a minimum the City Manager and the District Fire Chief. This committee may be supported by staff of either or both the City and the District.

Indemnification:

- A. To the fullest extent allowed by law, the City will be solely and entirely responsible for its acts/omissions and for the acts/omissions of its agents, employees, servants, or representatives. To the fullest extent allowed by law, the District will be solely and entirely responsible for its acts/omissions and for the acts/omissions of its agents, employees, servants or representatives.
- B. Each Party agrees to defend and indemnify the other Party and its elected and appointed officials, officers, employees, and agents from and against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees, and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or

subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 Item 5 Attachment 1 8 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated.

Non-Payment and Other Defaults: In the event of any default hereunder, upon thirty (30) calendar days written notice by either Party with regard to failure to make any payment required, and if the same is not cured within sixty (60) calendar days, then the requesting Party is entitled, without further notice or demand, to give notice of termination as set forth in Section 8 Duration and Termination, including any other remedy granted at law or in equity.

Disputes: Disputes will be referred to the Fire Chief of the District and the City Manager for settlement. If disputes are not resolved by the Parties within thirty (30) calendar days of the referral, unless the Parties agree to an extension of time, the dispute will be referred to an arbitrator who has been mutually agreed upon by the City and District. Or if they cannot agree to an arbitrator, the Parties may apply to the presiding judge of the King County Superior Court for appointment of an arbitrator. The arbitrator's decision is final and binding on both Parties; provided however, an arbitrator's decision may be appealed to Superior Court if it is based on an error of law, is arbitrary and capricious, is not founded on substantial facts or exceeds the arbitrator's authority. Each Party will pay one-half of the arbitrator's fee. If mutual written consent to apply for the appointment of an arbitrator is not reached, either Party may seek court action to decide the disputed contract provision.

Notice: Any notice required to be given by either Party to the other will be deposited in the United States mail, postage prepaid, addressed:

To the District at: South King Fire and Rescue
Attention: Fire Chief
31617 1st Ave S
Federal Way, WA 98003

To the City at: Des Moines City Clerk
21630 11th Ave. S, Suite A
Des Moines, WA 98198

Or at such other address as either Party may designate to the other in writing from time to time. All notices to be given with respect to this Agreement must be in writing. Every notice is deemed to have been given at the time it is deposited in the United States mails in the manner prescribed herein. Nothing contained herein will be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

Entire Agreement: This Agreement constitutes the entire Agreement of the Parties and supersedes all prior agreements, contracts, and understanding, written or oral. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. Any and all previous agreements, understandings, and the like, oral or otherwise, are hereby revoked.

Construction of Agreement: In the event of a dispute between the Parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement will not be cause for this Agreement to be construed against any Party nor in favor of any Party.

Execution: This Agreement is executed by each Party acting with authority granted, where required, by its governing body. This Agreement may be executed in counterpart originals. A copy of each such executed counterpart original will be delivered to each Party upon that Party's execution of a counterpart original.

Administration: This Agreement will be jointly administered by the City and the District. This Agreement does not create any separate legal or administrative entity. However, nothing in this Agreement is intended to prevent or otherwise interfere with discussions or decisions that may be made by the Parties during the Annual Review. Further, the Parties understand and agree that there will be communication between the Parties to effectuate the terms of this Agreement.

Financing; Budget: This Agreement does not contemplate a joint budget.

Property Acquisition and Disposition: This Agreement does not contemplate the joint acquisition of property by the Parties. At termination, each Party will remain the sole owner of its own property.

Applicable Law and Venue: This Agreement will be governed by and construed in accordance with the laws of the State of Washington. The venue for any court action will be in King County in any court with jurisdiction.

Nondiscrimination: The District and the City agree not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification. The District and the City will comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. Violation of this section is a material breach of this Agreement and grounds for cancellation, termination or suspension by the City or the District, in whole or in part, and may result in ineligibility for further work from the City or the District.

Waivers: Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement are not a waiver of such, nor does any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

Independent Governments: The City and the District recognize and agree that the City and District are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. Neither the City nor the District, except as expressly set forth herein or as required by law, shall be liable for any debts or obligations of the other. This Agreement shall not prevent either Party from entering into separate interlocal agreements as permitted by law.

Files: All files and other documents maintained by either Party relating to this Agreement or the services provided pursuant to this Agreement belong to that Party. On request, such files will be made available for review by the other Party through a duly authorized representative from either Party during normal business hours.

Public Records Requests: The City is responsible for timely and adequately responding to requests for records addressed to it under the Public Records Act. The District is responsible for timely and adequately responding to requests for records addressed to it under the Public Records Act.

Challenges and Non-Waiver: The entry into this Agreement will not be construed to be a waiver or abandonment of any defense or claim either Party may have against the other.

Counterparts: This Agreement may be executed in counterparts, i.e. at separate times and in separate places, and a copy of this Agreement shall be deemed as valid as any original. This Agreement shall take effect on the last-dated signature below.

Signatories. The signatories below hereby covenant that they are possessed of sufficient authority to execute this Agreement and bind their respective agencies, as delegated by the governing bodies thereof.

THIS AGREEMENT IS HEREBY EXECUTED:

CITY OF DES MOINES

Approved as to form:

By: _____
 Name: Michael Matthias
 Title: City Manager

 City Attorney

SOUTH KING FIRE AND RESCUE

Approved as to Form:

By: _____
 Name: Vic Pennington
 Title: Fire Chief

 District Attorney

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Small Business Saturday
Proclamation

FOR AGENDA OF: November 12, 2020

DEPT. OF ORIGIN: Admin

DATE SUBMITTED: November 3, 2020

ATTACHMENTS:

1. Proclamation

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 this agenda item is to recognize the November 28, 2020 as Small Business Saturday.

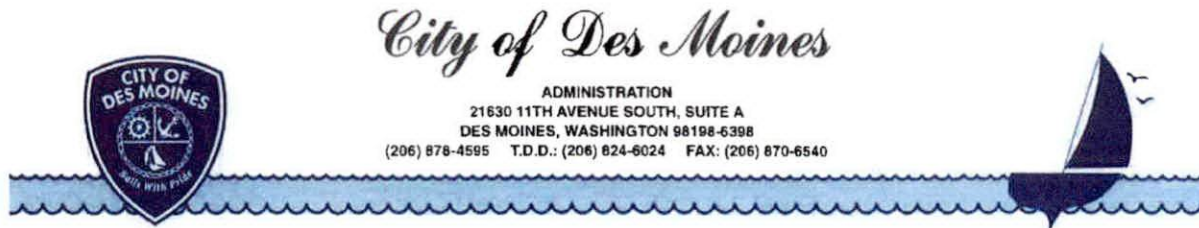
Suggested Motion

Motion 1: "I move to approve the Proclamation recognizing the Saturday after Thanksgiving as Small Business Saturday."

Background

Small Business Saturday was created in 2010 in response to small business owners' most pressing need, more customers. Falling between Black Friday and Cyber Monday, it's a day to support the local businesses that create jobs, boost the economy and preserve the neighborhoods around the country. It has since become a well-known, celebrated event on the nation's calendar with support from elected officials and public and private organizations.

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Proclamation

WHEREAS, according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States; and

WHEREAS, small businesses employ 47.5 percent of the employees in the private sector in the United States; and

WHEREAS, 94% of consumers in the United States value the contributions small businesses make in their community; and

WHEREAS, 96% of consumers who plan to shop on Small Business Saturday® said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

WHEREAS, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and

WHEREAS, 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and

WHEREAS, Des Moines supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

NOW THEREFORE, THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS the Saturday after Thanksgiving as

SMALL BUSINESS SATURDAY

AND urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

SIGNED this 12th Day of November, 2020.



 Matt Pina, Mayor

The Waterland City

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 8th Avenue South (South 264th St to South 265th St) Lakehaven Water & Sewer District Interlocal Agreement and Consultant Task Assignment Amendment

ATTACHMENTS:

1. 2018-2019 On-Call General Civil Engineering Services, Parametrix, Task Order Amendment #2018-06.02
2. Interlocal Agreement – City of Des Moines and Lakehaven Water & Sewer District, 8th Ave South Pipe Project
3. Proposed CIP Budget Amendment

FOR AGENDA OF: November 12, 2020

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: November 5, 2020

CLEARANCES:

- ☐ Community Development __N/A__
- ☐ Marina __N/A__
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Public Works 11/7/20

CHIEF OPERATIONS OFFICER: 

- ☒ Legal /s/ TG
- ☒ Finance 
- ☐ Courts __N/A__
- ☐ Police __N/A__

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** 

Purpose and Recommendation

The purpose of this agenda item is to request City Council approval of the Task Order Assignment Amendment 2018-06.02 with Parametrix (Attachment 1) and Interlocal Agreement (ILA) between the City of Des Moines and the Lakehaven Water & Sewer District (Attachment 2). In addition, a CIP budget amendment will be needed (Attachment 3).

The City and District mutually desire to integrate the District's Water Main Replacement Project into the City's 8th Ave S (South 264th St to South 265th St) Stormwater Pipe Project. The Task Assignment Amendment provides design and construction services for the District's Water Main Replacement project and the ILA provides for a formal arrangement under which the District will pay the City for Parametrix's design and construction services as well as incorporating the District Work into the design and construction of the City's 8th Avenue South Pipe Project. The following motions will appear on the Consent Calendar:

Suggested Motions

Motion 1: “I move to approve the 2018-2019 On-Call General Civil Engineering Services Task Order Assignment Amendment 2018-06.02 with Parametrix in the amount of \$43,064.57, bringing the total contract to \$96,590.95, and further authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted.”

Motion 2: “I move to approve the Interlocal Agreement between the City of Des Moines and the Lakehaven Water & Sewer District, and further authorize the City Manager to sign said Interlocal Agreement substantially in the form as submitted.”

Motion 3: “I move to direct Administration to submit a CIP budget amendment for the 8th Ave South (South 264th St to South 265th St) Stormwater Pipe Project to incorporate the Lakehaven Utility Work.”

Background

The 8th Ave S (264th - 265th) Pipe Project is one of the high priority projects listed in the City of Des Moines’ 2015 Comprehensive Stormwater Plan. Design of this project began in 2019 under the Council approved Task Order Assignment 2018-06 with Parametrix. When Lakehaven Sewer & Water District was notified of this project, they expressed interest in incorporating their 8th Ave S Water 8” Main Replacement Project into the City’s project.

Discussion

An Interlocal agreement to incorporate the District work into the City’s project would be mutually beneficial. Integration of the District’s work would be more expedient, less expensive, and less disruptive to the public than if the District undertook the District work separately.

In order to incorporate the District work an amendment to the City’s task order with Parametrix is needed for the design of the watermain replacement improvements and their incorporation into the City’s project. The ILA ensures that the proposed task order budget would be reimbursed by Lakehaven Water & Sewer District.

Financial Impact

A CIP budget amendment will be needed in order to incorporate the associated design, construction management, and plan incorporation for the District’s work. The proposed Interlocal Agreement with Lakehaven Sewer & Water District would secure the reimbursement of associated costs. This would remove any financial impacts for the City.

Alternatives

Council could choose not to approve the proposed motions. This would keep the City’s and the District’s projects separate. This is not recommended because of the benefit of shared construction costs and overall construction impact to the neighborhood.

Recommendation/Conclusion

Staff recommends approval of the proposed motions.

Concurrence

Legal, Public Works and the Finance Departments concur.

Formal Task Assignment Document

Task Number 2018-06.02

The general provisions and clauses of Agreement On-Call Svcs. shall be in full force and effect for this Task Assignment

Location of Project: 8th Avenue South (264th to 265th), Des Moines, WA 98198

Project Title: Capital Improvement Project (CIP) 40 - 8th Avenue (264th to 265th) Storm Sewer Pipe

Maximum Amount Payable Per Task Assignment: \$96,590.95

Completion Date: March 31, 2021

Description of Work:

(Note attachments and give brief description)

Amendment No. 2 is for the following:

Task 02 - Lakehaven-8th/Avenue Water Main Replacement - See attached Scope of Work and Budget Estimate.

Original Contract \$53,526.38

Amendment No. 1 Date Extension only

Amendment No. 2 \$43,064.57

Revised Total \$96,590.95

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: John C. [Signature] Date: 10/6/2020

Agency Approving Authority: _____ Date: _____

SCOPE OF WORK

City of Des Moines

Capital Improvement Project (CIP) 40 – 8th Avenue (264th to 265th) Storm Sewer Pipe
Amendment No. 2 - Lakehaven-8th Avenue Water Main Replacement

BACKGROUND

The City of Des Moines (City) is including the replacement of approximately 1,020 linear feet of existing 6-inch-asbestos cement water main by Lakehaven Water and Sewer District (LWD) in CIP 40. Replacing the existing line with an 8-inch ductile iron pipe will improve service reliability and reduce maintenance costs.

SCHEDULE

A 4-month project schedule is assumed, with notice to proceed given by October 31, 2020. Final design is anticipated to be complete in mid-March 2021.

TASK 02 – LAKEHAVEN -- 8TH AVE WATER MAIN REPLACEMENT

Subtask 01 – Project Management and QA/QC

Goal

To provide tracking of the project schedule and budget for the project, project quality assurance and control, and a status of deliverables to ensure that the project is executed as expected by the City.

Deliverables

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports and invoices.
- Meeting Agendas.
- Meeting notes, if applicable.

QA/QC

- Parametrix will receive comments externally and internally for the QA/QC process. Parametrix will review and incorporate comments from LWD after the Draft Plans and 100% Design Plans are submitted.

Assumptions

- A 4-month project schedule is assumed.
- One meeting with Lakehaven Water and Sewer District and the City is included in the budget.

Subtask 02 – Survey

Goal

Prepare a topographic survey base map of existing conditions and improvements within the above-described project limits for use in preparing detailed design plans.

Approach

Using record information and existing monuments, Parametrix surveyors will establish horizontal and vertical control throughout the proposed corridor. Mapping will consist of locating existing improvements and ground conditions within the above-described right-of-way. Parcel lines and right-of-way limits will be based upon the applicable public records. Ground features including tops and toes, breaks, edge-of-pavement, and ditches will be mapped at sufficient detail to create 1-foot contours. Structures such as fences, driveways, overhead utilities, and other physical visible improvements will be mapped. The on-call underground locate system will be used to mark buried utilities such as gas, water, power, telephone, and TV cable, if such utilities have a conductible source or tracer lines attached. Sanitary and storm structures will be opened, and measurements will be made identifying size, type, and invert elevation of incoming and outgoing pipes. Once the fieldwork has been completed, a survey technician will process the data and prepare a base map using AutoCAD Civil 3D, Release 2018.

Assumptions

- Title reports will not be ordered for this work; boundary information will be based upon recorded information researched at the Pierce County Auditor.
- Property corners will not be set, nor will a Record of Survey be prepared.
- Horizontal Datum: NAD 83/11 Washington State Plane Coordinate System, North Zone.
- Vertical Datum: NAVD 1988.
- If LWD desires to get high-accuracy locates, they may retain a utility locating service and Parametrix will coordinate with them prior to performing the field survey.

Deliverables

- A topographic base map prepared in AutoCAD Civil 3D format.

Subtask 03 – Draft Plans and Cost Opinion

Goal

To utilize the current design sketch provided by LWD to produce 90% completion-level Draft Plans and Opinion of Probable Cost.

Approach

Design the proposed water main improvement for LWD based on the current design sketch and include that design in the contract documents for the City's surface water capital improvement project on 8th Avenue. Plans

SCOPE OF WORK (continued)

will be developed at a 1-inch equals 20-feet scale and will include a plan and profile view of the proposed water main. Plans will be provided to the City and LWD at a 90% completion level.

Parametrix will provide the following:

- Notes on the plans as necessary to clarify the proposed improvements and also include general construction notes.
- Submit complete draft plans for LWD review. Parametrix will meet with LWD following the draft plan design completion, if needed, to collect review comments but anticipates that LWD staff will provide written review electronically.

The Draft Plans are assumed to include the following:

- | | |
|-----------------------------|----------------|
| • Typical Sections | 1 Sheet |
| • Demolition and TESC Plans | 2 Sheets |
| • Water Plan and Profile | 2 Sheets |
| • Details | <u>1 Sheet</u> |
| • Total | 6 Sheets |

Assumptions

- All plans will be prepared in AutoCAD 2018 Civil 3D format.
- All design elements will be in accordance with City and Lakehaven Water System Design Standards and Material/Construction Specifications.
- All utility coordination will be conducted by Lakehaven staff.
- All utility pothole information, if required, will be collected by LWD.
- LWD will provide technical specifications for insertion into the City of Des Moines Contract Documents.

Deliverables

- Half-size (11-inch by 17-inch) Draft Plans in Adobe PDF format.
- One Engineer's Opinion of Probable Cost in Microsoft Excel format.

Subtask 04 – 100% Design Plans

Goal

Prepare 100%-level contract bidding documents for the City, including Bid Proposal form, Contract Plans, and an Opinion of Probable Cost. LWD's boiler plate general specifications will be inserted as an appendix to the City's contract.

Approach

Parametrix will complete 100% plans, specifications, and an Opinion of Probable Cost based on LWD comments following the review of the Draft Plans and applicable design guidelines. No meeting after the draft plan and cost opinion submittal is expected, and it is anticipated that LWD staff will provide written review electronically.

Assumptions

Following are the assumptions for Subtask 04, 100% Design Plans:

- Restoration work will be limited to the City right-of-way.
- Construction sequencing assumes a 1-lane closure with traffic being diverted to the adjacent lane.
- No permitting support will be required.

Deliverables

- Half-size (11-inch by 17-inch) 100% Design Plans in Adobe PDF format.
- Bid Proposal form in Adobe PDF format.
- Engineer's Opinion of Probable Cost in Microsoft Excel format.

Subtask 05 – Final PS&E

Goal

Prepare final contract bidding documents for advertisement by the City including a Bid Proposal form and Contract Plans.

Approach

Parametrix will perform final in-house engineering review of the Bid Documents for conformance with project requirements, LWD standards, and for overall quality (Quality Control and Quality Assurance will be performed for Draft Plans, and 100% deliverable packages).

Parametrix will revise plans per the in-house review and per LWD 100% design completion comments. No meeting after the 100% plan submittal is expected, and it is anticipated that LWD staff will provide written review electronically.

Deliverables

Following are the deliverables for Subtask 05, Final PS&E:

- Signed plans in half-size (11-inch by 17-inch) Adobe PDF format.
- Electronic copy of all final deliverables in respective native format(s).

Subtask 06 – Construction Services

Parametrix engineering staff will attend the preconstruction conference and provide engineering support for the LWD portion of the work during construction.

SCOPE OF WORK (continued)

Following the preconstruction conference, other construction engineering services will be provided. Specific activities are undefined but will be completed up to the specified budget amount and may include the following:

- Responses to Requests for Information (RFIs).
- Prepare and maintain a Record of Materials (ROM).
- Materials submittal reviews.
- Design clarifications.
- Shop drawing reviews.
- Support/review/preparation of Change Orders.
- Support/review for preparation of monthly progress payments to Contractor.

Assumptions

- The budget estimate includes 3 site visits by the engineer of record.
- The submittals are assumed to take 40 hours to complete.

Deliverables

- Request for Approval of Materials (RAM) form responses.
- Shop drawing reviews.
- Responses to RFIs.
- Change Orders.
- Field Directives.

Budget Estimate
Amendment No. 2 - Lakehaven-8th Avenue Water Main Replacement

Task / Subtask	Hours	Rate	Direct Salary Cost	Overhead on DSC 179.52%	DSC + OH	Fee Amount on DSC 30.00%	Total Including Fee	Expenses	Total
Task 02: Lakehaven-8th Ave Water Main Replacement									
Subtask 01: Project Management & QA/QC									
Amanda B. Lucas	4.00	37.32	149.28	267.99	417.27	44.78	462.05	0.00	462.05
Randolph S. Raymond	12.00	77.12	925.44	1,661.35	2,586.79	277.63	2,864.42	0.00	2,864.42
Sandra L. Cosgrove	6.00	37.64	225.84	405.43	631.27	67.75	699.02	0.00	699.02
Subtask 01: Project Management & QA/QC Total	22.00		\$1,300.56	\$2,334.77	\$3,635.33	\$390.17	\$4,025.49	\$0.00	\$4,025.49
Subtask 02: Survey									
Jay M. Munro	8.00	44.97	359.76	645.84	1,005.60	107.93	1,113.53	0.00	1,113.53
Joshua M. Kelly	8.00	31.71	253.68	455.41	709.09	76.10	785.19	0.00	785.19
Steven N. Sharpe	8.00	40.58	324.64	582.79	907.43	97.39	1,004.83	0.00	1,004.83
Subtask 02: Survey Total	24.00		\$938.08	\$1,684.04	\$2,622.12	\$281.42	\$2,903.55	\$0.00	\$2,903.55
Subtask 03: Draft Plans & Cost Opinion									
Amanda B. Lucas	2.00	37.32	74.64	133.99	208.63	22.39	231.03	0.00	231.03
John L. Wright	20.00	66.20	1,324.00	2,376.84	3,700.84	397.20	4,098.04	0.00	4,098.04
M. Younis Mahmoodi	60.00	43.06	2,583.60	4,638.08	7,221.68	775.08	7,996.76	0.00	7,996.76
Sandra L. Cosgrove	2.00	37.64	75.28	135.14	210.42	22.58	233.01	0.00	233.01
Subtask 03: Draft Plans & Cost Opinion Total	84.00		\$4,057.52	\$7,284.06	\$11,341.58	\$1,217.26	\$12,558.84	\$0.00	\$12,558.84
Subtask 04: 100% Design Plans									
Amanda B. Lucas	2.00	37.32	74.64	133.99	208.63	22.39	231.03	0.00	231.03
John L. Wright	12.00	66.20	794.40	1,426.11	2,220.51	238.32	2,458.83	0.00	2,458.83
M. Younis Mahmoodi	36.00	43.06	1,550.16	2,782.85	4,333.01	465.05	4,798.06	0.00	4,798.06
Sandra L. Cosgrove	2.00	37.64	75.28	135.14	210.42	22.58	233.01	0.00	233.01
Subtask 04: 100% Design Plans Total	52.00		\$2,494.48	\$4,478.09	\$6,972.57	\$748.34	\$7,720.91	\$0.00	\$7,720.91
Subtask 05: Final PS&E									
Amanda B. Lucas	2.00	37.32	74.64	133.99	208.63	22.39	231.03	0.00	231.03
John L. Wright	8.00	66.20	529.60	950.74	1,480.34	158.88	1,639.22	0.00	1,639.22
M. Younis Mahmoodi	24.00	43.06	1,033.44	1,855.23	2,888.67	310.03	3,198.70	0.00	3,198.70
Sandra L. Cosgrove	2.00	37.64	75.28	135.14	210.42	22.58	233.01	0.00	233.01
Subtask 05: Final PS&E Total	36.00		\$1,712.96	\$3,075.11	\$4,788.07	\$513.89	\$5,301.95	\$0.00	\$5,301.95
Subtask 06: Construction Services									
John L. Wright	24.00	66.20	1,588.80	2,852.21	4,441.01	476.64	4,917.65	0.00	4,917.65
M. Younis Mahmoodi	40.00	43.06	1,722.40	3,092.05	4,814.45	516.72	5,331.17	0.00	5,331.17
Subtask 06: Construction Services Total	64.00		\$3,311.20	\$5,944.27	\$9,255.47	\$993.36	\$10,248.83	\$0.00	\$10,248.83
Subtask EXP: Expenses									
Other Direct Costs								150.00	150.00
Survey Equipment (\$155/Use)								155.00	155.00
Subtask EXP: Expenses Total								\$305.00	\$305.00
Task 02: Lakehaven-8th Ave Water Main Total	282.00		\$13,814.80	\$24,800.33	\$38,615.13	\$4,144.44	\$42,759.57	\$305.00	\$43,064.57

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**INTERLOCAL AGREEMENT
CITY OF DES MOINES AND
LAKEHAVEN WATER & SEWER DISTRICT**

**8th Avenue South Pipe Project
(South 264th Street to South 265th Street)**

RECITALS

WHEREAS, the City of Des Moines, Washington ("City") is undertaking a capital improvement project known as the 8th Avenue South Pipe Project ("the Project"); and

WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, Lakehaven Water & Sewer District ("District") owns and operates certain water & sewer utilities located in the 8th Avenue South (South 264th Street to South 265th Street) right-of-way within and adjacent to the Project limits and the District has a franchise agreement to operate in said right-of-way; and

WHEREAS, the City intends to construct improvements to 8th Avenue South (South 264th Street to South 265th Street); and

WHEREAS, the District is interested in replacing a 8-inch water main within the right-of-way limits of the City's project between South 264th Street to South 265th Street with a 8-inch water main, along with other improvements ("District Work"); and

WHEREAS, integrating the District Work into the City's design and construction of the Project would be more expedient, less expensive, and less disruptive to the public than if the District undertook the District Work separately; and

WHEREAS, the City and the District (individually a "Party" and collectively the "Parties") mutually desire to establish a formal arrangement under which the District will pay the City in consideration of the City's incorporating the District Work into the design and construction of the Project; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs, and liabilities regarding this undertaking; and

WHEREAS, the City Council of the City has taken appropriate action to approve the City's approval of and entry into this Agreement ("Agreement"); and

WHEREAS, the District Board of Commissioners has taken appropriate action to approve the District's approval of and entry into this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

AGREEMENT

Section 1. Purpose. The purpose of this Agreement is to establish a formal arrangement under which the District will pay the City to incorporate the design of the District Work into the Project contract documents and to construct the District Work in conjunction with the City's design and construction of the Project. The terms, conditions, and covenants of this Agreement shall accordingly be interpreted to advance this purpose. This Agreement further seeks to allocate and define the Parties' respective rights, obligations, costs and liabilities concerning the establishment, operation and maintenance of this undertaking.

Section 2. Term. This Agreement shall be effective upon execution by the Parties. Unless terminated in accordance with Section 3, this Agreement shall remain in effect until one of the following events occurs, whichever is later: (a) the District's written acceptance of and payment for the District Work provided pursuant hereto, or (b) 12/31/2021. Thereafter, this Agreement shall expire automatically. The Parties may at their option renew this Agreement for a mutually agreed upon term by a writing signed by both Parties.

Section 3. Termination. Subject to the provisions of Section 4 herein, either Party may terminate this Agreement with cause by providing the other Party with at least thirty (30) days written notice of its intent to terminate. Termination or expiration of this Agreement shall not alter the District's payment obligations under Section 6 for services already rendered, as well as for the normal and reasonable costs incurred by the contractor in terminating and closing out the District's portion of the work, and shall not alter the Parties' respective obligations under Section 11 of this Agreement.

Section 4. Obligations of the District.

- A. The District shall provide monthly payments to the City to reimburse the City for its costs of incorporating the design of the District Work into the construction documents, and for constructing the District Work pursuant to Section 6 of this Agreement, and as follows:
 - a. Engineering/Design. The District shall participate in the design process as follows:
 - i. The District will coordinate with the City and its engineering consultants on the preparation of the engineering plans and specifications necessary to accommodate the District Work

utilizing specifications and bid quantities for common work that is acceptable to the City. The City may use the District's survey for preparation of its plans but shall hold the District harmless from any errors, omissions or corrections necessary to design and construct said improvements. The District shall review the final Plans and Specifications, and provide the City a written notice of acceptance of the plans and specifications associated with the District Work within fifteen (15) days of receipt.

- ii. The District shall reimburse the City for the City's costs for consultant design of District plans and the support to incorporate the District plans, specifications, and estimate into the City's Contract Documents totaling a single, lump sum payment of **(\$32,815.74)**.
 - iii. The District shall utilize 100% import Crushed Surfacing Top Course (CSTC) as defined by the WSDOT Standard Specifications for all trench backfill as part of its bid schedule unless approval for a different material is provided by the City. No native materials excavated, as part of this project shall be utilized for trench backfill unless the City provides approval to use such native materials.
 - iv. The District's Work shall include installation of water-related appurtenances, trench backfill and a 1-inch temporary HMA trench patch for the pavement restoration. Permanent pavement restoration shall be designed and constructed by the City and compensated by the District as described in Section 4.A.d.
- b. Bid Process. The District shall participate in the bid process as follows:
- i. Accept or reject bids on bid items associated with the District Work. Those bid items include the items identified on a separate Bid Schedule for the District Work.
 - ii. Within ten (10) days of receiving the bid tabulation from the City, the District shall notify the City in writing that the District either agrees to proceed with the District Work as part of the Project, or the District chooses to complete the District Work on its own as part of a separate Project, or not to complete the District Work.
 - iii. To determine the lowest responsive, responsible bidder, the City will include all Bid Schedules unless the District rejects the bid for the District Work.

- c. Construction. If the District elects to proceed with the District Work as part of the Project, the District shall reimburse the City for the City's actual costs for construction of the District Work based upon:

- i. Contractor's bid prices for the City Work, the actual quantities of work installed, and the final actual costs of construction. For the benefit of economies of scale and contract inspection and administration, the City Work and the District road restoration work will be combined into one bid Schedule, Schedule B, and the parties agree the bid schedule shall be 50% the cost of the District and 50% the cost of the City for the following Bid Schedule B Items/Work*:

- Mobilization (10% Maximum) Lump Sum (LS)
- Temporary Traffic Control Lump Sum (LS)
- Planing Bituminous Pavement Square Yard (SY)
- HMA CI ½" PG 64-22 for Pavement Overlay Ton (TN)
- HMA Thickened Edge Linear Foot (LF)
- Edge Restoration Linear Foot (LF)

Applicable Sales Tax for the City Work and associated Bid Schedule B shall be governed by WAC 485-20-171 and its related rules.

- d. Construction Management: The District shall reimburse the City for the District's prorated share of the City's costs incurred for Project construction engineering, construction management, and construction inspection as provided by the City's engineering consultants.

The District's prorated share of engineering and construction management cost for the District Work has been estimated and negotiated by the Parties based on the engineer's estimate for the District Work to be a single, lump sum payment of **\$10,248.83**.

- e. Construction Engineering and Inspection: The District shall provide its own construction engineering and inspection during construction of the District Work. The District inspector shall coordinate directly with the City's inspector during the Project construction. The District inspector will have the responsibility for inspection and approval of the District Work and that the contractor employed by the City will be directed to comply with the District's requirements by the City's inspector or designee in accordance with plans and specifications approved by the District. The District's inspector shall immediately notify the City's inspector, verbally and in writing, of any disapproval of said work and provide said notification to the City prior to progress payment for said work to the Contractor. The District's inspector will

provide copies of all daily field reports to the City's Construction Manager.

The District shall review and approve Requests for Approval of Materials ("RAM") for materials to be used proposed by the contractor for District bid item work as provided by the City. The District shall complete the review within five (5) business days of receiving any RAM from the contractor or the City.

- f. Construction Claims: If claim(s) are filed on the Project by the contractor that are directly related to the District Work ("Claim"), the District shall reimburse the City for the City's reasonable expenses incurred to respond to said Claim, including the City's outside costs for construction engineering and management, if any, and City administration support including legal representation.

- B. The District shall respond within five (5) business days to information requests submitted by the City or its agents regarding the District Work.
- C. Upon completion of the District Work to the District's satisfaction, the District shall provide written acceptance of the District Work to the City.
- D. The District may abandon the existing water main in place provided the water main is drained, filled with CDF to prevent collapse, and capped. Cost of handling and proper disposal of any AC water main disturbed by the District or the City shall be the District's responsibility.
- E. If the District decides to reject the bid for the District Work, then the District acknowledges that construction of the District Work may be processed under a separate contract by the District. The District acknowledges that the construction of the District Work under a separate contract could cause delay and/or increase the cost of the Project. If the District elects to proceed with the District Work, the District shall require its contractor to coordinate all District work within the Project work area with the City contractor and with any contractors or work crews from other utilities and to not unreasonably interfere with or delay the City contractor or the work by other utilities. If the District chooses to forgo a separate contract, the District acknowledges the City will not allow construction and replacement for a period defined in the City's franchise utility agreement from the date of acceptance of the City's project physical completion.
 - a. The District acknowledges the City's project design is dependent on the inclusion of the District's project based on coordination and

negotiations that have occurred during the Project design lifecycle. If the District decides to reject or remove its bid schedule as part of the bid process, the single payment of **\$32,815.74** outlined in Section 4.A.a.ii will continue to be required to be paid by the District.

Section 5. Obligations of the City.

- A. The City shall incorporate the design of the District Work into the construction plans, specifications, and contract documents for the Project provided said plans, specifications and documents are prepared in similar format to the Project's contract documents. The District Work will be under a separate bid schedule in order to provide a clear identification of the bid item cost allocations between the District Work and the Project work.
- B. The City shall assume responsibility for constructing the District Work in accordance with the plans, specifications, and contract documents, including but not limited to securing all necessary consultants, contractors, and subcontractors. All construction contracts shall be procured through a formal competitive bidding process consistent with applicable State and/or Federal laws as may be applicable. The City shall have sole authority to award and manage the construction contract per the terms of this Agreement.
- C. The City shall periodically submit to the District written invoices for payment in accordance with Section 6. The City shall include copies of invoices or other documentation from consultants and/or contractors, clearly indicating the District's portion of the invoices.
- D. The City shall assume lead agency status and responsibility for applying for and obtaining any and all regulatory permits necessary to complete the Project including the District Work, including but not limited to right-of-way permits, NPDES permits, and SEPA approvals.
- E. The City shall provide District personnel access to the Project's construction area for purposes of inspecting, monitoring, approving or disapproving the progress of work performed on the District Work. The City shall notify a District representative of all construction meetings and shall allow the District's representative to participate in all construction meetings.
- F. The City shall respond promptly to information requests submitted by the District or its agents regarding the Project.
- G. The City shall require the contractor constructing the Project to have the District, its elected and appointed officers, agents and employees named as an additional insured on all policies of insurance to be maintained by

contractor(s) under the terms of any Commercial General Liability Insurance, Commercial Automobile Insurance, and Workers Compensation. The Contractor shall provide the City with either a certified copy of all policies with endorsements attached or a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications. The City shall provide the District with copies of all such policies and documents upon receipt by the City.

The City shall require the contractor building the Project to indemnify, defend, and save harmless the District and its elected and appointed officers, agents, or employees from any claim, damage, action, liability of proceeding brought or filed against the District or its officers, agents or employees alleging damage or injury arising out of the contractor's participation in the Project. The Contractor shall also be required to waive the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as to the District solely for the purposes of the indemnification.

The City shall require the contractor to be responsible for compliance with all applicable federal, state and local statutes, regulations and ordinances regarding safety.

- H. The City shall design and construct the pavement surface restoration in lieu of construction by the District as provided in this Agreement.

Section 6. Payment Schedule. The Parties agree to the following billing and payment schedule:

- A. For construction contract costs incurred by the City for the District Work on the Project, the City shall submit invoices to the District for the District's share of said expense for the District Work. Said invoices shall contain a reasonably detailed explanation of the methodology utilized by the City in determining the District's share of each expense. To the extent reasonably possible, the City shall document and tabulate separately the actual quantities of work installed to clearly identify the District's portion of the Project construction cost for the District Work. Final adjustment of prorated costs shall be delivered to the District within thirty (30) days of project close out.
- B. Within thirty (30) days of receiving any invoice pursuant to subsection 6.A, the District shall tender payment to the City in the form of a warrant payable to the City for the invoiced amount, except as to any disputed amounts.
- C. The cost incurred by the City for construction engineering and management, and construction costs incurred by the City for the District Work on the Project has been pre-determined and illustrated in Section 4 of this Agreement. The District shall tender payment to the City in the form of a warrant payable to the

City in an amount of \$10,248.83 within thirty (30) days of execution of the Construction Contract with the Contractor. The District shall also tender payment to the City in the form of a check, money order, or other certified funds in an amount of \$32,815.74 within fifteen (15) days of execution of this Agreement.

- D. If the Parties disagree regarding the District's share of any expense incurred by the City regarding the Project, the Parties may agree to submit the question for resolution in accordance with the mediation/arbitration clause contained herein.

Section 7. (reserved)

Section 8. Change Orders and Authorization of Cost Overruns:

- A. Change Orders. The District shall have the right to approve or reject change orders relating to the District Work. The City shall have the right to approve or reject change orders relating to the City's work. The Parties shall mutually accept or reject change orders relating to joint work. Any dispute between the Parties as to proportional payment for joint element change orders shall be resolved pursuant to the mediation/arbitration clause contained herein.
- B. Cost Overruns. The District authorizes the expenditure by the City of a contingency of up to ten percent (10%) of the contractor's total price for the District's bid items for over-runs in bid quantities and change orders associated with the installation of the District Work. For any quantity overruns that cause the cost of the District's water line installation to exceed the authorized ten percent (10%) contingency amount, the City will notify the District in writing requesting a letter of concurrence allowing the City to exceed the ten percent (10%) contingency before proceeding with the work. The City's notice shall include an explanation of the changed conditions necessitating exceeding the previously approved contingency. A letter of concurrence shall be provided to the City within a reasonable time frame so as to not cause a Project delay. If there is a potential delay due to extra work or a change order, the City will indicate in this notification to the District along with a time for response mutually agreed upon by the City and the District. The City will include a progress schedule and any change orders for the District Work with the District's monthly invoice. In any event and even without a letter of concurrence from the District, the City is authorized to take any reasonable action and to expend any reasonable amount of money to assure that the District Work will not interfere or delay the timely completion of the Project. Any disputes as to the reasonableness of the City's actions or expenditures for the water line installation and related work will be resolved as set forth in Section 12 below.

Section 9. Ownership and Disposition of Property. The District Work pursuant to this Agreement shall become and remain the exclusive property of the District upon completion. All other work constructed under the Project shall become and remain the exclusive property of the City upon completion. The City will forward and assign to the District any guarantee or warranty furnished as a normal trade practice in connection with the purchase of any equipment, materials, or items used in the construction of the Project. The City shall submit redline drawings to the District upon completion of the Project for District review and approval. The City's contractor shall warrant the workmanship and materials utilized in the District Work to be free from defects for a period of one (1) year from the date of final completion of the City's Project, provided the District shall retain any rights, claims or demands the District may have against the City's contractor relating to the District Work under applicable statutes of limitation.

Section 10. Administration: No Separate Entity Created. The City of Des Moines Public Works Director, or his/her designee, shall serve as the City's administrator of this Agreement. The District General Manager, or his/her designee, shall serve as the District's administrator of this Agreement. No separate legal entity is formed by this Agreement.

Section 11. Release, Indemnification and Hold Harmless Agreement. Each Party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own agents, employees, representatives, contractors or subcontractors, to the fullest extent required by laws of the State of Washington. Each Party agrees to protect, indemnify and save the other Party harmless from and against any and all such liability for injury or damage to the other party or the other Party's property, and also from and against all claims, demands, and causes of action of every kind and character to the extent arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by its own fault or that of its agents, employees, representatives, contractors or subcontractors.

The City specifically promises to indemnify the District against claims or suits brought under Title 51 RCW by its own employees, contractors, or subcontractors, and waives any immunity that the City may have under that title with respect to, but only to, the limited extent necessary to indemnify the District. The City shall also indemnify and hold the District harmless from any wage, overtime or benefit claim of any City employee, agent, representative, contractor, or subcontractor performing services under this Agreement. The City further agrees to fully indemnify the District from and against any and all costs of defending any such claim or demand to the end that the District is held harmless therefrom.

The District specifically promises to indemnify the City against claims or suits brought under Title 51 RCW by its own employees, contractors, or subcontractors, and waives any immunity that the District may have under that title with respect to, but only to, the limited extent necessary to indemnify the City. The District shall also indemnify and hold the City harmless from any wage, overtime or benefit claim of any District employee, agent, representative, contractor, or subcontractor performing services under this Agreement. The District further agrees to fully indemnify the City from and against any and all costs of defending any such claim or demand to the end that the City is held harmless therefrom.

Section 12. Mediation/Arbitration Clause: If a dispute arises from or relates to this Agreement or the alleged breach thereof and if the dispute cannot be resolved through direct discussions between the Parties, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation before a mutually agreed alternative dispute resolution entity or by mediation administered under the American Arbitration Association's Commercial or Construction Rules before resorting to arbitration. The mediator may be selected by agreement of the Parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under mutually agreed rules, or under the American Arbitration Association's Commercial or Construction Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through appointment pursuant to the rules of the American Arbitration Association.

All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

Section 13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County Superior Court - Kent.

Section 14. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the District and any employee, agent, representative or contractor of the City, or between the City and any employee, agent, representative or contractor of the District.

Section 15. No Third Party Rights. This Agreement is intended for the sole and exclusive benefit of the parties hereto and no third party rights are created by this Agreement.

Section 16. Notices. Notices to the City shall be sent to the following address:

**City of Des Moines
Transportation & Engineering Services Manager
216560 11th Avenue South
Des Moines, WA 98198**

Notices to the District shall be sent to the following address:

**Lakehaven Water and Sewer District
General Manager
31627 1st Avenue South
Federal Way, WA 98063**

Section 17. Interlocal Cooperation. Pursuant to RCW 39.34.040, this Agreement shall be filed with the King County Auditor upon full execution or listed by subject on the City's and District's respective web sites.

Section 18. Integration/Entire Agreement. This document constitutes the entire embodiment of the Agreement between the Parties, and, unless modified in writing by an amendment to this Agreement signed by the Parties, shall be implemented as described above. This Agreement supersedes any oral representations that are inconsistent with or modify its terms and conditions.

Section 19. Non-Waiver. Waiver by any Party or any of the provisions contained within this Agreement, including but not limited to any performance deadline, shall not be construed as a waiver of any other provisions.

Section 20. Amendment. This Agreement may be amended only upon consent of the Parties. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.

Section 21. Severability. If any provisions of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

Section 22. Counterparts. This Agreement shall be effective whether signed by all Parties on the same document or whether signed in counterparts.

Reviewed and approved as authorized by motion of the City of Des Moines City Council on the _____ day of _____, _____.

CITY OF DES MOINES

By: _____

Michael Matthias, City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Des Moines City Attorney

Reviewed and approved as authorized by Resolution No. _____ of the Lakehaven Water and Sewer District Board of Commissioners on the _____ day of _____, _____.

By: _____

John Bowman, General Manager

Date: _____

Proposed Budget Amendment

8th Ave (264th to 265th)		Project #		451.834		TOTAL PROJECT SCOPE				ACTUAL EXPENDITURES				PROJECT BUDGET ALLOCATIONS BY YEAR PER ADOPTED 6 YEAR PLAN							
Expenditure Categories		10/10/19 Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/2019	Project To Date 10/31/2020	2020 Year to Date 10/31/2020	Planned Year 2020	Planned Year 2021	Planned Year 2022	Planned Year 2023	Planned Year 2024	Planned Year 2025								
Design																					
External Engineering					27,606	31,172	3,566.15	43,500													
Internal Engineering/Project Mgmt					617	1,681	1,063.57														
Total Design		64,000	7,723	71,723	28,223	32,853	4,629.72	43,500	*	*	*	*	*								
Prop/ROW/Easements																					
Total Prop/ROW/Easements		*	*	*	*	*	*	*	*	*	*	*	*								
Construction																					
External Engineering -					*	*	*														
Internal Eng- Proj Mgmt/ Inspect					*	*	*														
Construction Contract 1					*	*	*														
Total Construction		388,000		388,000	*	*	*	*	388,000	*	*	*	*								
Other																					
Interfund Financial Services					282	282	*	24,000	71,000												
Contingencies		95,000				*	*	24,000	71,000	*	*	*	*								
Total Other		95,000	282	95,282	282	282	*	24,000	71,000	*	*	*	*								
Total Project Expense Budget:		547,000	8,005	555,005	28,505	33,135	4,629.72	67,500	459,000	*	*	*	*								
Funding Sources		10/10/19 Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/2019	Project to Date 10/31/2020	2020 YTD 10/31/2020	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022	Scheduled Year 2023	Scheduled Year 2024	Scheduled Year 2025								
Surface Water Utility		547,000	(35,060)	511,940	28,505	33,076	4,570.81	24,435	459,000	*	*	*	85								
Lakehaven Sewer & Water District								43,065		*	*	*	*								
Total Project Revenue Budget:		547,000	(35,060)	511,940	28,505	33,076	4,570.81	67,500	455,000	*	*	*	*								

GL Account Number
451.834.579.594.31.65.10
451.834.579.594.31.65.12

451.834.579.594.31.65.30
451.834.579.594.31.65.32
451.834.579.594.31.65.33

451.834.579.594.31.65.80
451.834.579.594.31.65.90

451.834.450.397.00.00.00

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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: Draft Ordinance No. 20-063 -
Suspending restriction on use of one-time revenue
for 2021

ATTACHMENTS:

1. Draft Ordinance No. 20-063

FOR AGENDA OF: November 12, 2020

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: November 5, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER FOR
SUBMITTAL: BW FOR MM

Purpose and Recommendation

The purpose of this agenda item is for the Council to consider Draft Ordinance No. 20-063, which would suspend the restriction on the use of one-time revenue for general fund expenditures contained in chapter 3.100 DMMC for the year 2021 in order to address potential revenue shortfalls caused by the worldwide COVID-19 pandemic and the response to the pandemic.

Suggested Motions

Motion 1: “I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-063 on first reading.”

Motion 2: “I move to enact Draft Ordinance No. 20-063, amending DMMC 3.100.020, and lifting the restriction on the use of one-time revenue in the general fund budget for the year 2021.”

Background

Since the budget year 2017, following a long period of financial instability, the Des Moines City Council has adopted strong, solvent, and sustainable budgets using sound budgetary policies. This work has resulted in healthy reserves in excess of the recommended best practice of the Government Financial Officers Association. These reserves allow the City to easily weather the ordinary economic upturns and downturns that occur in ordinary times without any interruption in essential services.

One cornerstone of these policies is the principal that ongoing expenses should be funded by ongoing, structural revenue. The City Council has codified this principle at chapter 3.100 DMMC, forbidding the use of one-time revenue for general fund expenditures. The City Council adopted preliminary budgets for the years 2017 through 2019 using this principle, and the final amended budgets have held to that standard. The 2020 preliminary budget was crafted and adopted in accordance with this principle as well.

In the winter of early 2020, an outbreak of the virus SARS-CoV-2 and its associated disease COVID-19 struck the United States. The first “hotspot” for the outbreak in the country occurred in the Seattle area. In response, emergency declarations were issued by the State of Washington, King County, the City of Des Moines, and ultimately the Federal government. On March 23, 2020, Governor Jay Inslee issued Proclamation 20-25 “Stay Home – Stay Healthy”, requiring every individual in the State to not leave home except for conducting certain essential functions or to provide certain essential business services until no sooner than April 6, 2020. The “stay home” period has been extended.

The disruption to lives and employment caused by the COVID-19 pandemic is expected to be significant. There will be impacts to the local, state, national, and worldwide economies that cannot be accurately predicted at this time, both from direct effects of the virus on individuals and from the quarantine measures disrupting commerce.

As anticipated, the City has seen a significant drop in recurring General Fund revenues due to the economic recession, and expenditures have been significantly reduced in response to the decreased revenues. In April 2020, City Council approved Ordinance No. 1735 allowing the retention of one-time revenues in the General Fund for FY 2020 to help offset the decreases in revenues. The Draft Ordinance will allow this to occur for FY 2021. City staff is committed to minimizing the use of the one-time revenues, if possible.

Discussion

The COVID-19 pandemic has lasted much longer than first expected. The City has taken several actions to address the loss of revenue, as a result, of the pandemic. However, it is necessary to request the ability to retain the one-time revenues in the General Fund for 2021 to provide insurance against risk (known and unknown) and to maintain the appropriate level of reserves in the General Fund. The policy of sound, sustainable budgeting that requires that ongoing revenue fund ongoing expenses in ordinary times supports using one-time revenue to respond to one-time emergency circumstances to keep the budget stable while continuing to provide vital services.

While the Draft Ordinance will give the City Council the ability to use one-time revenues for the general budget in 2021, the Council is not required to do so. Whether the Council does so, and to what extent, are policy decisions to be made at future Council meetings, based on facts and circumstances that exist at that time. This Draft Ordinance applies only to the year 2021, and the restriction on one-time revenue will return in the year 2022 and going forward without additional action by the Council.

Alternatives

The Council may:

1. Adopt the Draft Ordinance as written
2. Decline to adopt the Draft Ordinance
3. Adopt the Draft Ordinance with amendments

Financial Impact

Adopting the Draft Ordinance will give the City Council flexibility to make appropriate budget decisions to address the changing situation. These decisions cannot be determined at this time and will be determined by the Council in the future. Any use of one-time revenue will be funds that are not available for capital expenditures.

Recommendation

Staff recommends that the City Council adopt Draft Ordinance 20-063 as written.

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CITY ATTORNEY'S FIRST DRAFT 11/4/2020**DRAFT ORDINANCE NO. 20-063**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the use of one-time revenues, and amending DMMC 3.100.020.

WHEREAS, the City Council of the City of Des Moines has found that using one-time revenues rather than structural ongoing revenue streams to support ongoing expenses in the City general fund was an unsustainable practice, and

WHEREAS, the City Council enacted Ordinance No. 1561 on December 13, 2012, defining one-time revenue, creating phased-in restrictions on the use of one-time revenue in the budget, and codifying a new chapter in Title 3 DMMC, and

WHEREAS, the City Council enacted Ordinance No. 1607 in 2014, amending the new DMMC chapter 3.100 to alter the phase-in schedule for the year 2015 to address budget issues, and

WHEREAS, the City Council enacted Ordinance No. 1637 in 2015 to waive the restriction on the use of one-time revenue for the year 2016 to address the continuing budget issues, and

WHEREAS, the City Council, following the adoption of Ordinance 1637, pursued multiple strategies to correct the structural issues that created the increasing budget crisis that required the continued use of one-time revenue for ongoing expenses, and

WHEREAS, the budgets for the year 2017 and each year since have been strong, solid, and sustainable, and have complied with the City Council's codified policy decision to have structural expenses completely funded by structural revenue, and

WHEREAS, it is the City Council's intent to continue to budget responsibly and sustainably, using structural revenue to fund structural expenses, under all ordinary circumstances, and

WHEREAS, in the winter of early 2020, an outbreak of the virus SARS-CoV-2 and its associated disease COVID-19 struck the United States, quickly giving rise to emergency declarations by

Ordinance No. ____
Page 2 of 4

the Federal government, the State of Washington, King County, the City of Des Moines, and countless other jurisdictions, and

WHEREAS, on March 23, 2020, Governor Jay Inslee issued Proclamation 20-25 "Stay Home – Stay Healthy", requiring every individual in the State to not leave home except for conducting certain essential functions or to provide certain essential business services until no sooner than April 6, 2020, and

WHEREAS, as the pandemic evolved, Governor Inslee has issued numerous proclamations extending the restrictions and implementing a phased reopening plan, and

WHEREAS, the COVID-19 pandemic continues to afflict the United States and is expected to persist well into 2021, if not beyond, and

WHEREAS, the disruption to lives and employment caused by the stay home order and other effect of the COVID-19 pandemic was expected to be significant and cause impacts to the local, state, national, and worldwide economies that could not be accurately predicted with any degree of certainty, and

WHEREAS, the City Council enacted Ordinance No. 1735 in 2020 to waive the restriction on the use of one-time revenue for the year 2020 to provide budget flexibility in the face of possible revenue shortfalls due to the COVID-19 pandemic, and

WHEREAS, the financial ramifications of the COVID-19 continue to be uncertain and potentially significant into 2021, and

WHEREAS, the City Council finds that the flexibility to use one-time revenues to combat the collateral effects of the one-time event that is the COVID-19 pandemic is necessary to be able to continue providing vital City services without interruption in a time of crisis, and

WHEREAS, the City Council finds that the amendments contained in this Ordinance are appropriate and necessary for the preservation of the public health and welfare; now therefore,

Ordinance No. ____
Page 3 of 4

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

Sec. 1. DMMC 3.100.020 and section 1 (part) of Ordinance No. 1561 as amended by section 1 of Ordinance No. 1607 as amended by section 1 of Ordinance No. 1637, as amended by section 1 of Ordinance No. 1735 are amended to read as follows:

3.100.020. Phased-in expenditure requirements created.

(1) For the calendar years of 2020 and 2021, the total amount of one-time revenues to be used to fund the 2020 general fund budget and the 2021 general fund budget shall not be restricted.

(2) For the calendar year of 20212022 and beyond, no one-time revenues shall be used to fund the general fund budget.

Sec. 2. Severability - Construction.

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

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

Sec. 3. Effective date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

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

Ordinance No. ____
Page 4 of 4

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____, 2020

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Midway Park Enhancements:
Removal of non-park related structures

ATTACHMENTS:

1. Goods and Services Contract with Green Earthworks Construction, Inc.
2. Map of expanded Midway Park
3. CIP project sheet

FOR AGENDA OF: November 12, 2020

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: November 5, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *Phil J.*

- [X] Legal /s/ TG
 [X] Finance *Catherine Upde*
 [] Courts N/A
 [] Police N/A

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

Purpose and Recommendation

The purpose of this item is to seek City Council approval for the City Manager to authorize a Goods and Services Contract with Green Earthworks Construction, Inc. for the removal of non-park related structures on an added parcel adjacent to Midway Park. The following motion will appear on the consent calendar:

Suggested Motion:

Motion: "I move to direct administration to authorize the City Manager to sign a Goods and Services Contract with Green Earthworks Construction, Inc. in the amount of \$74,109.20 to remove the current residential structure(s) on parcel number 2156400363 located at 22104 28th Avenue S adjacent to Midway Park."

Background

In 2019, the City was awarded a grant from the King County Conservation Futures program of \$675,900.00 for the acquisition of two parcels adjacent to Midway Park. This funding was one of the first match waiver proposals approved by King County, resulting in full funding for the acquisitions. The corner parcel contains a single family home and storage shed, and the second parcel is vacant. The purpose of Conservation Futures funding is for the acquisition of open space, and structures are required to be removed. The acquisitions were complete earlier this year, and the seller has now vacated the home, so that demolition can proceed.

The Conservation Futures Committee has also recommended a match waiver and full funding of \$1.89 million for two additional parcels directly south of these first two acquisitions, subject to approval of the King County budget. These third and fourth parcels contain fourplex structures, which would also need to be removed once the acquisitions are complete next year.

Together, the acquisition of the four parcels, removal of the structures, and creation of usable open space for the Pacific Ridge neighborhood will open up the park to 28th Avenue S, increase safety, and completely transform Midway Park.

Discussion

The now vacated home located at 22104 28th Ave S is being prepared for demolition. An asbestos survey has been completed and there is a small amount of remediation work that needs to be professionally completed in the coming weeks. In addition the utilities serving the property will be removed and/or cut and capped at the property lines in the coming weeks.

Staff solicited three demolition companies for pricing on removal of the 2,740 square foot home and 260 square foot detached shed/living unit. The pricing request included site restoration and erosion control measures typically required. The pricing results were as follows:

Green Earthworks Construction, Inc.	\$67,372 plus sales tax
Dickson Company	\$77,640 plus sales tax
Rhine Demolition	Did Not Respond

Green Earthworks Construction, Inc. provided the lowest bid. The City has worked with Green Earthworks on previous demolitions including the Wasson house, and the houses at Sonju Park and Mary Gay Park. Green Earthworks has performed satisfactorily on these past projects and City administration does not have concerns working with them on this demolition.

Alternatives

The Council could decide to postpone the decision to remove the existing structure, however, the structure removal is required as a condition of the City's grant award.

Financial Impact

There are adequate funds as allocated in the budgeted CIP project (Attachment 3) available to cover the cost of removal.

Recommendation

Staff recommends that the Council approve the suggested motion.



GOODS & SERVICES CONTRACT between the City of Des Moines and Green Earthworks Construction, Inc.

THIS CONTRACT is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Green Earthworks Construction NW, Inc. organized under the laws of the State of Washington, Pierce County, located and doing business at 5001 S. Tyler Street, Tacoma, WA. 98409, (253) 606-8787, Jayson W. Stevens (hereinafter the "Vendor").

CONTRACT

I DESCRIPTION OF WORK.

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

House and structure demolitions at the following location:

1) Midway Park Expansion – 22104 28th Avenue South → Demolish house and storage shed/dispose, remove foundation/dispose, remove concrete walkways/dispose, remove driveways/dispose, backfill excavation and place and compact backfill to grade within house footprint, remove/dispose of all fences, sawcut/remove/dispose all driveway approaches even with edge of road, hydroseed entire site -- \$67,372.00 plus tax; total of \$74,109.20.

Per attached proposal dated September 10, 2020.

Work to be completed as soon as possible after the structures are ready for demolition, and prior to the end of 2020.

Vendor acknowledges and understands that it is not the City's exclusive provider of these

goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

II. TIME OF COMPLETION. Upon the effective date of this Contract, Vendor shall complete the work and provide all goods, materials, and services by December 31, 2020.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed \$74,109.20, inclusive of applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Contract. The City shall pay the Vendor the following amounts according to the following schedule:

The Vendor shall invoice the City upon completion of the scope of work for the actual service costs.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

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

IV. PREVAILING WAGES. Vendor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Vendor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and

comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Vendor. It shall be the responsibility of Vendor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

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

VI. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract.

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

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

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

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

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

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Vendor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Contract that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest.

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

C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

IX. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X. WARRANTY. This Contract is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods

are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

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

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

XIII. INSURANCE. The Vendor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City. Vendor shall obtain insurance of the type described below:

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

A. Minimum Scope of Insurance

Vendor shall obtain insurance of the type described below:

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

B. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before goods, materials or supplies will be accepted by the City.

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

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

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

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

XVI. MISCELLANEOUS PROVISIONS.

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

full force and effect.

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

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.
2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Contract.

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

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

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

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

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

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

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

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

September 10, 2020

**GREEN EARTHWORKS
CONSTRUCTION, INC.**

City of Des Moines
21650 11th Ave. S.
Des Moines, WA. 98198

Attention: Scott Romano

Green Earthworks Construction, Inc. respectfully submits our cost proposal to demolish a single-family residence located at 22104 28th Ave S in Des Moines, Washington. Our scope of services and pricing are as follows:

- Equipment mobilization/demobilization
- Provide and install TESC as necessary per City direction
- Demolish, load, haul and dispose of the entire structure including detached shed at an approved King Co landfill/recycling facility.
- Demolish, load, haul and dispose of the concrete foundation and all flatwork at an inert landfill.
- Import, place and compact backfill to existing grade within the former foundation.
- Remove, haul and dispose of all fences on the property and adjacent property to the south.
- Sawcut all driveway approaches even with edge of roadway.
- Hydroseed the site.

Cost for the above scope: \$67,372.00 w/o Washington State Sales Tax

5001 South Tyler St.
Tacoma, WA 98409

PHONE 253.606.8787
253.225.1106

FAX 253.220-2621

WEB SITE www.greeneearthworks.com

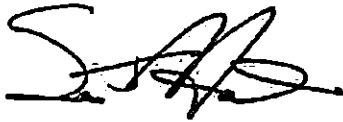
September 10, 2020

Project Exclusions:

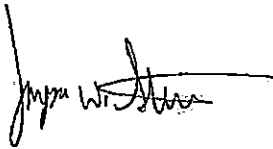
Testing
Surveying or layout
Sales Tax
Bond (Add 2.9% for bond)
Electric, gas and sewer disconnection
Hazardous material survey, abatement, removal and disposal
Utility conflict/relocation/removal
Dewatering
Permits

We appreciate the opportunity to work with the City of Des Moines on this project. Please contact us should you have any questions or concerns.

Sincerely,

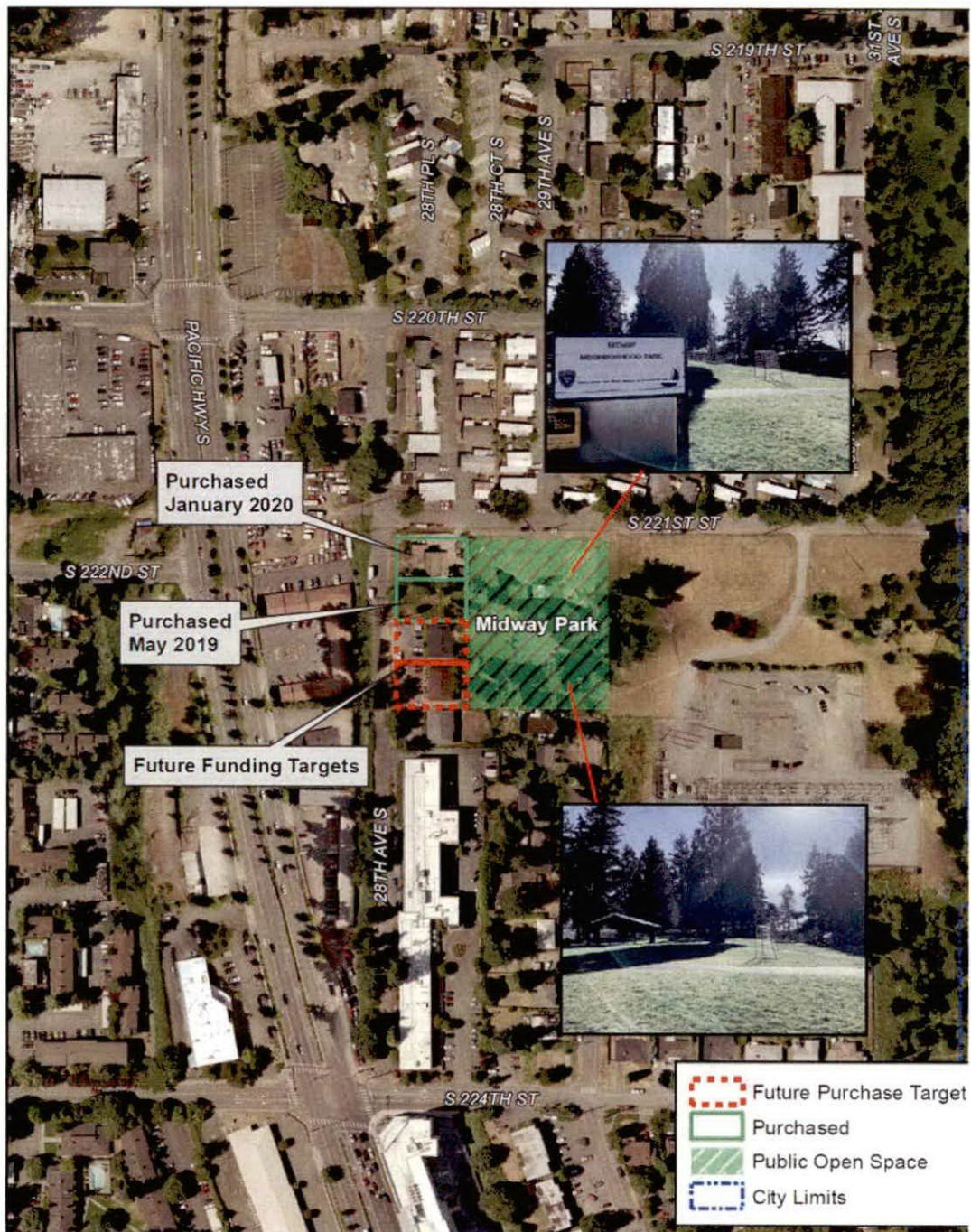


Sean J. Hart
Principal



Jayson W. Stevens
Principal

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Midway Park Acquisition

Project # 310.082

TOTAL PROJECT SCOPE				Annual Allocations							
Expenditure Categories	Adopted Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/19	Project Year to Date 11/5/2020	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025
Design											
Total Design											
Prop/ROW/Easements											
Land				72,878.72	481,736.34						
Interfund Financial Services				728.79	-						
Total Prop/ROW/Easements	2,540,000	(392)	2,639,608	73,607.51	481,736.34	544,000	2,022,000	-	-	-	-
Construction											
External Engineering				-	-						
Internal Engr- Proj Mgmt/Inspect				-	1,389.08						
Construction Contract 1				-	-						
Total Construction	250,000	-	250,000	-	1,389.08	100,000	150,000	-	-	-	-
Project Contingency											
Total Project Expenditures	2,890,000	(392)	2,889,608	73,607.51	483,125.42	644,000	2,172,000	-	-	-	-

Funding Sources	Adopted Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/2019	Project Year to Date 11/5/2020	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022	Scheduled Year 2023	Scheduled Year 2024	Planned Year 2025
Park in-Lieu	310,000	-	310,000	-	7,582.52	160,000	150,000	-	-	-	-
King County Conservation Futures 2020 (Secured)	676,000	-	676,000	-	543,669.06	544,000	132,000	-	-	-	-
REET 2	14,000	(392)	13,608	73,607.51	(68,932.72)	(60,000)	-	-	-	-	-
King County Conservation Futures 2021 (Recommended)	1,890,000	-	1,890,000	-	-	-	1,890,000	-	-	-	-
Total Project Funding	2,890,000	(392)	2,889,608	73,607.51	482,318.86	644,000	2,172,000	-	-	-	-

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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: Public Hearing regarding 2021
Property Tax Levies

ATTACHMENTS:

1. Draft Resolution No. 20-064
2. Draft Ordinance No. 20-066
3. Draft Ordinance No. 20-064
4. 2021 Preliminary Property Tax Worksheet

FOR AGENDA OF: November 12, 2020

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 5, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ TG

☒ Finance *Colleen Upde*

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

RCW 84.55.010 provides that a taxing jurisdiction may levy taxes in an amount no more than the limit factor without first declaring "substantial need". Draft Resolution No. 20-064 satisfies this requirement.

RCW 84.52.020 requires taxing districts to certify the amount to be raised through property taxation to the county legislative authority. The certification should include the regular levy amount, and if applicable, any lid-lifts approved by the voters, plus amounts for new construction, improvements to property and so forth. Draft Ordinance No. 20-066 satisfies the requirement of RCW 84.52.020.

RCW 84.55.120 requires all taxing districts to adopt a resolution or ordinance in order to realize any increase in their regular property tax levy other than increases due to new construction, improvements to property, increased value of state-assessed property annexations, and refunds. Draft Ordinance No. 20-064 satisfies the requirements of RCW 84.55.120.

Suggested Motion

Motion 1: “I move to adopt Draft Resolution No. 20-064 declaring a “substantial need” for purposes of setting the limit factor for the property tax levy for 2021.”

AND

Motion 2a: “I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-066 on first reading.”

Motion 2b: “I move to enact Draft Ordinance No. 20-066, determining the amount of funds to be raised by ad valorem taxes for the year 2021 for general City expenditures.”

AND

Motion 3a: “I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-064 on first reading.”

Motion 3b: “I move to enact Draft Ordinance No. 20-064 authorizing the increase in ad valorem taxes for the year 2021 for general City expenditures.”

Background

General Property Tax Levies must be adopted by the City Council on or before December 1, 2020. (RCW 84.52.020 and RCW 84.52.070).

General Property Taxes

The property tax levy rate is estimated to be \$1.0773 per \$1,000 of assessed value. The levy rate is less than the City's statutory allowable maximum of \$1.60 due to effects of the 1% maximum levy increase limitation. The total citywide preliminary assessed valuation used for the 2021 Tax Roll is \$4,916,532,476 as compared to \$4,645,333,100 for 2020's Tax Roll, which is an increase of 5.8381%. The County's 2020-limit factor of a 1% increase, which is \$52,528, would allow the City to levy that additional amount for 2021. However, the 2021 Proposed Budget does not include the additional 1% property tax levy. Instead, the 2021 Proposed Budget includes a continuation of the prior year levy of \$5,252,810, a 0% increase in the levy for 2021, plus the levy on new construction of \$42,727, and a re-levy of prior-year refunds of \$1,180. The forgone 1% property tax increase of \$52,528 will be banked and available for future levy capacity increases. The actual increase for 2021 will vary depending on any increase in utility value.

Recommendation

It is recommended that the City Council pass the motions as stated above.

CITY ATTORNEY'S FIRST DRAFT 11/12/2020**DRAFT RESOLUTION NO. 20-064**

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON declaring a substantial need for purposes of setting the limit factor for the property tax levy for 2021.

WHEREAS, RCW 84.55.010 provides that a taxing jurisdiction may levy taxes in an amount no more than the limit factor multiplied by the highest levy of the most recent three years plus additional amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property, and other adjustments, and

WHEREAS, under RCW 84.55.005(2)(c), the limit factor for a taxing jurisdiction with a population of 10,000 or over is the lesser of 101 percent or 100 percent plus inflation, and

WHEREAS, RCW 84.55.005(1) defines "inflation" as the percentage change in the implicit deflator for personal consumption expenditures for the United States as published for the most recent 12-month period by the Bureau of Economic Analysis of the federal Department of Commerce September 25th of the year before the taxes are payable, and

WHEREAS, "inflation" for August 2020 is 0.060 and the limit factor is 100.060 percent meaning the taxes levied in the City of Des Moines in 2020 for collection in 2021 will be less than 101 percent without regard to increases resulting from new construction and improvements to property, newly constructed wind turbines, any increase in the value of state-assessed utility property, and other adjustments without a declaration of substantial need, and

WHEREAS, RCW 84.55.0101 provides for the use of a limit factor of 101 percent or less with a finding of substantial need by a majority plus one councilmembers, and

WHEREAS, the City of Des Moines has seen a significant drop in recurring General Fund revenues due to the economic recession, and

Draft Resolution No. 20-064

Page 2 of 3

WHEREAS, expenditures have been significantly reduced in past years in response to the decreased revenues, and

WHEREAS, banking unused levy capacity helps the City of Des Moines' General Fund reserves stay at or above the minimum reserve requirements, and

WHEREAS, the Council finds it fiscally prudent to maintain the City's core property tax base; now therefore,

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

Sec. 1. A finding is made of substantial need under RCW 84.55.0101, which authorizes the use of a limit factor of 101 percent (1% property tax increase) for the property tax levy for 2021.

Sec 2. Effective date. This Resolution shall be effective immediately upon passage. This Resolution has received at least the affirmative vote of a majority plus one of the Des Moines City Council.

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

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

Draft Resolution No. 20-064
Page 3 of 3

City Clerk

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CITY ATTORNEY'S FIRST DRAFT 11/12/2020**DRAFT ORDINANCE NO. 20-066**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON determining and fixing the amount of taxes levied, and certifying the estimated amounts of funds to be raised by taxes on the assessed valuation of property within the City for the year 2021, for general City budget expenditures.

WHEREAS, by law, the King County Assessor is responsible for determining the assessed valuation of all taxable property situated within the boundaries of the City of Des Moines for the year 2020, and

WHEREAS, the City Council and the City Manager have considered the anticipated budget requirements of the City of Des Moines for the fiscal year 2021, and

WHEREAS, notice of public hearing was provided as required by law, and

WHEREAS, RCW 84.52.010 allows the City to use any unused capacity from the authorized levy amounts of the King County Library district and South King Fire and Rescue, and

WHEREAS, the City Council, after hearing and after duly considering all relevant evidence and testimony presented, determined that the City of Des Moines requires a total levy in an amount not greater than \$5,296,717 in order to discharge the expected expenses and obligations of the City and in its best interest, and

WHEREAS, pursuant to chapter 84.52 RCW, the City Council is required to determine and fix by ordinance the amount of taxes levied, and to certify the estimated amounts of funds to be raised by taxes on the assessed valuation of property within the City; now therefore,

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

Sec. 1. Findings. The recitals set forth above are adopted in full as findings of the City Council in support of enactment of this Ordinance.

Draft Ordinance No. 20-066
Page 2 of 3

Sec. 2. The following amount is determined and fixed as the amount of funds to be raised by taxes on the assessed valuation of property within the City for the year 2021 for general City budget expenditures:

The sum of not greater than \$5,296,717 which represents the relevy of the prior year tax levy and \$0 increase for 2021, including \$42,727 for new construction and \$1,180 as relevy for prior year refunds and \$0 amounts authorized by the voters for excess or special levies, for the fiscal year 2021 in the City of Des Moines.

Sec. 3. The actual amounts levied pursuant to section 1 of this Ordinance shall be calculated after the value of state-assessed property (increase in utility value) is provided by King County.

Sec. 4. Upon adoption, the City Clerk shall certify and forward a copy of this Ordinance to the Metropolitan King County Council and County Assessor for King County, Washington.

Sec. 5. Severability - Construction.

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

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

Sec. 6. Effective date. This Ordinance shall take effect in full force five (5) days after its passage, approval and publication according to law.

Draft Ordinance No. 20-066
Page 3 of 3

PASSED BY a majority of the City Council of the City of Des Moines this 12th day of November, 2020 and signed in authentication thereof this 12th day of November, 2020.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published:

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CITY ATTORNEY'S FIRST DRAFT 11/12/2020**DRAFT ORDINANCE NO. 20-064**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON authorizing an increase in the regular property tax levy for the year 2021 for general City expenditures.

WHEREAS, the City Council and the City Manager of the City of Des Moines has met and considered its budget for the calendar year 2021; and

WHEREAS, the City Council, of the City of Des Moines after hearing and after duly considering all relevant evidence and testimony presented, determined that the City of Des Moines requires a regular levy in the amount of \$5,296,717 which includes a \$0 increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expense and obligations of the City and in its best interest; now therefore,

WHEREAS, pursuant to RCW 84.55.120 the City Council is required to adopt a separate ordinance specifically authorizing an increase in the regular property tax levy in terms of both dollars and percentage increase from the previous year's levy; now therefore,

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

Sec. 1. Consistent with RCW 84.55.120, the City Council of the City of Des Moines finds that an increase in the regular property tax levy is hereby authorized for the 2021 levy in the amount of \$0, which is a percentage increase of zero percent (0.00%) from the previous year. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, and any additional amounts resulting from any annexations that have occurred and refunds made.

Sec. 2. The actual amounts levied pursuant to the zero percent (0.00%) increase set forth in section 1 of the Ordinance

Draft Ordinance No. 20-064

Page 2 of 3

shall be calculated after the value of state-assessed property (increase in utility value) is provided by King County.

Sec. 3. Upon adoption, the City Clerk shall certify and forward a copy of this Ordinance to the Metropolitan King County Council and County Assessor for King County, Washington.

Sec. 4. Severability - Construction.

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

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

Sec. 5. Effective date. This Ordinance shall take effect in full force five (5) days after its passage, approval and publication according to law.

Draft Ordinance No. 20-064
Page 3 of 3

PASSED BY a majority of the City Council of the City of Des Moines this 12th day of November, 2020 and signed in authentication thereof this 12th day of November, 2020.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published:

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ATTACHMENT 3 - 2021 Preliminary Property Tax Worksheet

The following provides the detail for the preliminary 2021 property taxes levied.

Property Tax Levy Limit Calculation

Preliminary 2021 Levy		
Item		Regular
<u>Allowable Levy (2020 Limit Factor)</u>		\$ 5,252,810
Levy Limit Factor (IPD 1.0060%) 1.00% *		-
New Construction		42,727
Utility Values (information still pending)		-
Annexation Levy		-
Total RCW 84.55 Levy		\$ 5,295,537
Relevy for Prior Year Refunds		1,180
Total RCW 84.55 Levy + Refunds		\$ 5,296,717
Estimated Levy Rate		\$ 1.0773

* Bank \$52,528 future levy capacity

PRELIMINARY

LEVY LIMIT WORKSHEET – 2021 Tax Roll

TAXING DISTRICT: City of Des Moines

The following determination of your regular levy limit for 2021 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.

Annexed to Fire District 39

Estimated Fire rate: 1.50000

Annexed to Library District (Note 1)

Estimated Library rate: 0.33289

Using Limit Factor For District	Calculation of Limit Factor Levy	Using Implicit Price Deflator
5,252,810	Levy basis for calculation: (2020 Limit Factor) (Note 2)	5,252,810
1.0100	x Limit Factor	1.0060
5,305,338	= Levy	5,284,327
38,095,999	Local new construction	38,095,999
0	+ Increase in utility value (Note 3)	0
38,095,999	= Total new construction	38,095,999
1.12157	x Last year's regular levy rate	1.12157
42,727	= New construction levy	42,727
5,348,065	Total Limit Factor Levy	5,327,054
Annexation Levy		
0	Omitted assessment levy (Note 4)	0
5,348,065	Total Limit Factor Levy + new lid lifts	5,327,054
4,916,532,476	÷ Regular levy assessed value less annexations	4,916,532,476
1.08777	= Annexation rate (cannot exceed statutory maximum rate)	1.08350
0	x Annexation assessed value	0
0	= Annexation Levy	0
Lid lifts, Refunds and Total		
0	+ First year lid lifts	0
5,348,065	+ Limit Factor Levy	5,327,054
5,348,065	= Total RCW 84.55 levy	5,327,054
1,180	+ Relevy for prior year refunds (Note 5)	1,180
5,349,245	= Total RCW 84.55 levy + refunds	5,328,234
	Levy Correction: Year of Error (±or-)	
5,349,245	ALLOWABLE LEVY (Note 6)	5,328,234
Increase Information (Note 7)		
1.08801	Levy rate based on allowable levy	1.08374
5,266,750	Last year's ACTUAL regular levy	5,266,750
38,588	Dollar increase over last year other than N/C – Annex	17,577
0.73%	Percent increase over last year other than N/C – Annex	0.33%
Calculation of statutory levy		
	Regular levy assessed value (Note 8)	4,916,532,476
	x Maximum statutory rate	1.76711
	= Maximum statutory levy	8,688,054
	+Omitted assessments levy	0
	=Maximum statutory levy	8,688,054
	Limit factor needed for statutory levy	Not usable

ALL YEARS SHOWN ON THIS FORM ARE THE YEARS IN WHICH THE TAX IS PAYABLE.
Please read carefully the notes on the reverse side.

Notes:

- 1) Rates for fire districts and the library district are estimated at the time this worksheet is produced. Fire district and library district rates affect the maximum allowable rate for cities annexed to them. These rates *will* change, mainly in response to the actual levy requests from the fire and library districts. Hence, affected cities may have a higher or lower allowable levy rate than is shown here when final levy rates are calculated.
- 2) This figure shows the maximum *allowable levy*, which may differ from any actual prior levy if a district has levied less than its maximum in prior years. The maximum allowable levy excludes any allowable refund levy if the maximum was based on a limit factor. The maximum allowable levy excludes omitted assessments if the maximum was determined by your district's statutory rate limit. If your district passed a limit factor ordinance in the year indicated, that limit factor would help determine the highest allowable levy. However, if the statutory rate limit was more restrictive than your stated limit factor, the statutory rate limit is controlling.
- 3) Any increase in value in state-assessed property is considered to be new construction value for purposes of calculating the respective limits. State-assessed property is property belonging to inter-county utility and transportation companies (telephone, railroad, airline companies and the like).
- 4) An omitted assessment is property value that should have been included on a prior year's roll but will be included on the tax roll for which this worksheet has been prepared. Omitted are assessed and taxed at the rate in effect for the year omitted (RCW 84.40.080-085). Omitted assessments tax is deducted from the levy maximum before calculating the levy rate for current assessments and added back in as a current year's receivable.
- 5) Administrative refunds under RCW 84.69.020 were removed from the levy lid by the 1981 legislature.
- 6) A district is entitled to the lesser of the maximum levies determined by application of the limit under RCW 84.55 and the statutory rate limit. Levies may be subject to further proration if aggregate rate limits set in Article VII of the state constitution and in RCW 84.52.043 are exceeded.
- 7) This section is provided for your information, and to assist in preparing any Increase Ordinance that may be required by RCW 84.55.120. The increase information compares the allowable levy for the next tax year with your ACTUAL levy being collected this year. The actual levy excludes any refund levy and expired temporary lid lifts, if applicable. New construction, annexation and refund levies, as well as temporary lid lifts in their initial year, are subtracted from this year's *allowable* levy before the comparison is made.
- 8) ***Assessed valuations shown are subject to change from error corrections and appeal board decisions recorded between the date of this worksheet and final levy rate determination.***

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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: Public Hearing:
2021 Preliminary Annual Budget

FOR AGENDA OF: November 12, 2020

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 4, 2020

ATTACHMENTS:

1. Draft Ordinance No. 20-062
2. Appendix A 2021 Preliminary Annual Budget
3. Updated Pages for the 2021 Annual Budget

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ TG

☒ Finance Beth Anne Uppe

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to hold the second reading of the 2021 Annual Budget for City Council consideration and approval. The first public hearing was held on October 22, 2020.

Suggested Motion

Motion 1: “I move to pass Draft Ordinance No. 20-062, establishing the 2021 Annual Budget for the fiscal year ending December 31, 2021.”

Background

The initial version of the 2021 Preliminary Annual Budget document was filed with the City Clerk and made available to the public October 9, 2020. The Finance Director gave a budget presentation during the October 22, 2020 public hearing.

The 2021 Preliminary Annual Budget was prepared using budget inputs from all departments which formed the basis for the 2021-2025 Financial Plan Forecast presented and discussed during the August 6, 2020 Budget Retreat. No changes have been made to Draft Ordinance No. 20-062.

However, some information in the 2021 Annual Budget has been updated as follows:

- Page 4 - First paragraph updated to clarify the various business sectors that make up the total retail sales tax revenue.
- Pages 40 and 41 - Updated incorrect job title 'Senior Planner' to 'Principal Planner'; changed Information Technology Manager, E-31 to Information Technology, Assistant Director, E-33; and changed Assistant City Attorney, E-28 to Assistant City Attorney, E-31.
- Page 44 - Changed GIS Analyst, G-20 to GIS Analyst, G-23.
- Page 52 - Updated assessed valuation according to the most recent information received from King County Department of Assessments.
- Page 53 - Updated amount for new construction according to the most recent information received from King County Department of Assessments.

Recommendation

Staff recommends that the City Council enact Draft Ordinance No. 20-062.

CITY ATTORNEY'S FIRST DRAFT 10/13/2020**DRAFT ORDINANCE NO. 20-062**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON adopting the final annual budget for the City of Des Moines, Washington, for the fiscal year ending December 31, 2021, in summary form, ratifying and confirming revenues and expenditures previously implemented for fiscal year 2020, as such revenues and expenditures form the basis for development of the budget for fiscal year 2021, approving revenues and expenditures for fiscal year 2021, and temporarily suspending the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2020 budget might be inconsistent.

WHEREAS, the City Manager for the City of Des Moines has prepared and submitted the preliminary annual budget for the fiscal year ending December 31, 2021 to the City Council and has filed these budgets with the City Clerk, and

WHEREAS, the City Council finds that the City Manager's proposed budget for fiscal year 2021 reflects revenues and expenditures that are intended to ensure provision of vital municipal services at acceptable levels, and

WHEREAS, the City Council finds that the City Manager's proposed annual budget for fiscal year 2021 appropriately relies upon anticipated year-end balances derived from revenues and expenditures previously approved and authorized by the City Council as part of the City's budget for fiscal year 2020, and

WHEREAS, the City Council finds that the fund adjustments and transfers proposed by the City Manager for fiscal year 2020 are necessary and in the public's interest, and

WHEREAS, by motion regularly passed, the Des Moines City Council scheduled the preliminary public hearing for October 22, 2020, to take public comment with respect to the proposed 2021 annual budget, and

WHEREAS, notice of the public hearing was given to the public in accordance with law and the preliminary public hearing was held on the 22nd day of October, 2020, and all persons wishing to be heard were heard; now therefore,

Ordinance No. _____
Page 2 of 4

WHEREAS, by motion regularly passed, the Des Moines City Council scheduled the final public hearing for November 12, 2020, to take public comment with respect to the proposed 2021 annual budget, and

WHEREAS, notice of the public hearing was given to the public in accordance with law and the final public hearing was held on the 12th day of November, 2020, and all persons wishing to be heard were heard; now therefore,

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

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

Sec. 2. Based on the findings adopted herein, the City Council temporarily suspends the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2021 annual budget might be inconsistent.

Sec. 3. The fund adjustments and transfers proposed by the City Manager for fiscal year 2020 which are incorporated in the annual budget for fiscal year 2021, are hereby authorized and approved by the City Council.

Sec. 4. Because the City's annual budget for fiscal year 2021 rely upon anticipated year-end fund balances or shortages derived from revenues collected and expenditures incurred in fiscal year 2020, the City Council hereby ratifies and confirms all revenues, from whatever source derived, and expenditures incurred by the City to the extent such revenues and expenditures are in accordance with the City's annual budget for fiscal year 2020 or any subsequent budget amendments formally approved by the City Council.

Sec. 5. The City Council hereby adopts, affirms and approves any and all revenues, from whatever source derived, and expenditures as referenced in the attached annual budget for fiscal year 2021.

Sec. 6. The final annual budget for the City of Des Moines' fiscal year 2021 is hereby adopted and approved in summary

Ordinance No. _____
Page 3 of 4

form as set forth in the attached Appendix "A", which is by this reference incorporated herein

Sec 7. Severability - Construction.

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

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

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

Ordinance No. _____
Page 4 of 4

PASSED BY the City Council of the City of Des Moines this
12th day of November, 2020 and signed in authentication thereof
this 12th day of November, 2020.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

Attachment #2

ORDINANCE NO. 20-062
2021 ANNUAL BUDGET
SUMMARY OF SOURCES AND USES

		Estimated		
		Beginning Fund		
		Balance	Revenue	Total Sources
	Funds			
001	General Fund	\$ 5,074,059	\$ 23,702,622	\$ 28,776,681
Special Revenue	101 Streets	\$ 640,253	\$ 1,714,365	\$ 2,354,618
	102 Street Pavement	1,601,930	630,074	2,232,004
	105 Development	4,272,119	2,642,859	6,914,978
	107 Police Drug Seizure	22,718	1,250	23,968
	111 Hotel-Motel Tax	74,489	70,250	144,739
	113 Affordable Housing Sales Tax	-	30,000	30,000
	120 Traffic In Lieu	910,771	1,186,000	2,096,771
	121 Traffic Impact - City-wide	862,230	1,492,500	2,354,730
	122 Traffic Impact - Pacific Ridge	598,158	40,250	638,408
	130 REET 1	850,348	607,500	1,457,848
	131 REET 2	385,950	605,000	990,950
	135 Park Levy	10,806	182,750	193,556
	136 Park In Lieu	404,611	136,805	541,416
	139 One Time Sales Tax	868,590	110,000	978,590
	140 Redondo Zone	8,429	88,550	96,979
	141 Waterfront Zone	131,240	190,350	321,590
	142 PBPW Automation Fee	391,031	127,000	518,031
	151 Urban Forestry	-	5,000	5,000
	180 Abatement	49,375	2,350	51,725
	190 Automated Speed Enforce (ASE)	276,011	112,000	388,011
	199 Transportation Benefit District	1,106,217	-	1,106,217
	Total Special Revenue Funds	\$ 13,465,276	\$ 9,974,853	\$ 23,440,129
Debt Service	201 REET 1 Debt Service	\$ 16,917	\$ 19,242	\$ 36,159
	202 REET 2 Debt Service	31,869	246,203	278,072
	208 2018 LTGO Debt Service	113,392	230,950	344,342
	Total Debt Service	\$ 162,178	\$ 496,395	\$ 658,573
Capital Project	310 Municipal Capital Improvement	\$ 4,094,185	\$ 4,070,000	\$ 8,164,185
	319 Transportation Capital Improvement	1,600,974	1,393,000	2,993,974
	Total Capital Project Funds	\$ 5,695,159	\$ 5,463,000	\$ 11,158,159
Enterprise	401 Marina	\$ 3,069,761	\$ 4,514,966	\$ 7,584,727
	450 Surface Water Management	\$ 8,017,023	\$ 4,525,940	\$ 12,542,963
Internal Service	500 Equipment Rental Operations	\$ 333,064	555,864	888,928
	501 Equipment Rental Replacement	2,560,074	635,829	3,195,903
	506 Facility Repair & Replacement	637,750	161,770	799,520
	511 Computer Replacement	1,064,159	153,800	1,217,959
	520 Self Insurance	793,350	699,147	1,492,497
	530 Unemployment Insurance	471,560	36,130	507,690
	Total Internal Service Funds	\$ 5,859,957	\$ 2,242,540	\$ 8,102,497
	Total Budget	\$ 41,343,413	\$ 50,920,316	\$ 92,263,729

		Estimated Ending Fund		
		Expenditure	Balance	Total Uses
Special Revenue	001	General Fund	\$ 24,674,595	\$ 4,102,086 \$ 28,776,681
	101	Streets	\$ 1,708,734	\$ 645,884 \$ 2,354,618
	102	Street Pavement	618,000	1,614,004 2,232,004
	105	Development	3,112,496	3,802,482 6,914,978
	107	Police Drug Seizure	1,000	22,968 23,968
	111	Hotel-Motel Tax	70,250	74,489 144,739
	113	Affordable Housing Sales Tax	30,000	- 30,000
	120	Traffic In Lieu	-	2,096,771 2,096,771
	121	Traffic Impact - City-wide	552,000	1,802,730 2,354,730
	122	Traffic Impact - Pacific Ridge	-	638,408 638,408
	130	REET 1	111,094	1,346,754 1,457,848
	131	REET 2	331,203	659,747 990,950
	135	Park Levy	100,000	93,556 193,556
	136	Park In Lieu	150,000	391,416 541,416
	139	One Time Sales Tax	378,000	600,590 978,590
	140	Redondo Zone	71,075	25,904 96,979
	141	Waterfront Zone	126,116	195,474 321,590
	142	PBPW Automation Fee	93,190	424,841 518,031
	151	Urban Forestry	5,000	- 5,000
	180	Abatement	1,000	50,725 51,725
	190	Automated Speed Enforce (ASE)	183,000	205,011 388,011
	199	Transportation Benefit District	-	1,106,217 1,106,217
		Total Special Revenue Funds	\$ 7,642,158	\$ 15,797,971 \$ 23,440,129
Debt Service	201	REET 1 Debt Service	\$ 14,076	\$ 22,083 \$ 36,159
	202	REET 2 Debt Service	241,657	36,415 278,072
	208	2018 LTGO Debt Service	230,600	113,742 344,342
		Total Debt Service	\$ 486,333	\$ 172,240 \$ 658,573
Capital Project	310	Municipal Capital Improvement	\$ 8,024,000	\$ 140,185 \$ 8,164,185
	319	Transportation Capital Improvement	1,465,000	1,528,974 2,993,974
		Total Capital Project Funds	\$ 9,489,000	\$ 1,669,159 \$ 11,158,159
Enterprise	401	Marina	\$ 4,570,846	\$ 3,013,881 \$ 7,584,727
	450	Surface Water Management	\$ 6,195,106	\$ 6,347,857 \$ 12,542,963
Internal Service	500	Equipment Rental Operations	573,092	315,836 888,928
	501	Equipment Rental Replacement	290,000	2,905,903 3,195,903
	506	Facility Repair & Replacement	270,000	529,520 799,520
	511	Computer Replacement	263,461	954,498 1,217,959
	520	Self Insurance	746,451	746,046 1,492,497
	530	Unemployment Insurance	120,000	387,690 507,690
		Total Internal Service Funds	\$ 2,263,004	\$ 5,839,493 \$ 8,102,497
Total Budget			\$ 55,321,042	\$ 36,942,687 \$ 92,263,729

Retail Sales Tax Revenue through September 2020 (July Sales) overall has decreased 18.71% compared from previous year-to-date. This decrease is a combination of a major decline in construction sales tax sector resulting from a decrease in construction activity. However, this decrease is somewhat offset by increases in the retail trade sector of 18.7%, in the manufacturing sector of 6.3%, and in the wholesale trade sector of 10.0%. A dynamic of home sheltering in place shows an increase in retail trade sector consumption as homes stocked up on supplies in the face of the Pandemic. Based on the August financial information the City forecasted a 17.6% overall decline in sales tax and B&O tax for 2020, which has been reasonably close to actuals. The City is anticipating an improvement in tax performance in 2021 and is forecasting a 7.6% decline in sales tax and B&O tax from the amount originally budgeted in 2020 for the 2021 Preliminary Annual Budget.

Assumptions about degree and direction of growth moving into 2021 are based upon information from the Washington State Economic Forecast Council.

Property tax revenue assumption in the 2021 Preliminary Annual Budget does not include the statutory 1% increase in the property tax levy for existing residents and businesses. Since the City is not increasing its levy in 2021, it will take action to preserve (“bank”) levy capacity for use at some future date.

Financial Strategy

Honor the commitment to utilize structural revenues to finance structural expenditures.

Maintain legally established (by the City Council) contingency reserves. The City is required to retain 16.67 % of the general fund, a national standard established by the Government Finance Officers Association and adopted by Des Moines City Council in fund balance.

THIS IS NOT A SURPLUS but rather an insurance against risk (known and unknown). In this pandemic, risk is difficult to assess with the huge degree of uncertainty that COVID-19 exhibits in its transmission dynamic.

The City utilizes one-time revenue for one-time expenses, with the exception that one-time sales tax on building construction exceeding \$15 million was utilized in 2020 to assure compliance with the fund balance requirements and a portion of one-time sales tax may be needed to preserve fund balance consistent with contingency reserves in 2021. These funds will not be spent for purchases or for any costs but will be placed in fund balance should a financial crisis occur in either the macro or micro economy.

Appropriate utilization of federal, state and county resources to finance activities related to COVID-19 response and to local economic development actions sponsored by the City. This has also included use of the State ‘stand-by’ option to supplement salaries for certain designated employees.

Finally, the City Administration has looked very carefully at functional issues and appropriate staffing to carry out those functions. The section below looks in depth at changes made to date in response to COVID-19. The City was early in responding to the pandemic. In early March we stood up our Emergency Operations Center (EOC) in cooperation with South King Fire and Rescue. The EOC is located at Fire Station 67. Emergency efforts were coordinated from the EOC that includes Fire, City Police, City government and regional partners. Also in early March, the City Manager issued an emergency

2021
City of Des Moines - Index of Positions and Pay Schedule
Exempt Employees

<u>Range</u>	<u>Positions</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
E-20		66,024	69,324	72,792	76,428	80,244
		5,502	5,777	6,066	6,369	6,687
		31.74	33.33	35.00	36.74	38.58
E-21	Assistant Harbormaster	68,676	72,108	75,708	79,488	83,460
		5,723	6,009	6,309	6,624	6,955
		33.02	34.67	36.40	38.22	40.13
E-22	Emergency Preparedness Manager	71,412	74,988	78,732	82,668	86,796
		5,951	6,249	6,561	6,889	7,233
		34.33	36.05	37.85	39.74	41.73
E-23		74,268	77,976	81,876	85,968	90,264
		6,189	6,498	6,823	7,164	7,522
		35.71	37.49	39.36	41.33	43.40
E-24	Prosecuting Attorney	77,244	81,108	85,164	89,424	93,900
	Recreation Manager	6,437	6,759	7,097	7,452	7,825
	Senior Accountant	37.14	38.99	40.94	42.99	45.14
E-25		80,340	84,360	88,584	93,012	97,668
		6,695	7,030	7,382	7,751	8,139
		38.63	40.56	42.59	44.72	46.96
E-26	Maintenance Superintendent	83,544	87,720	92,112	96,720	101,556
		6,962	7,310	7,676	8,060	8,463
		40.17	42.17	44.28	46.50	48.83
E-27		86,892	91,236	95,796	100,584	105,612
		7,241	7,603	7,983	8,382	8,801
		41.78	43.86	46.06	48.36	50.78
E-28	Asst Bldg Official/Electrical/Bldg Inspector	90,360	94,884	99,624	104,604	109,836
	Capital Improvement Projects Manager	7,530	7,907	8,302	8,717	9,153
	Civil Engineer II	43.44	45.62	47.90	50.29	52.81
	Principal Planner					

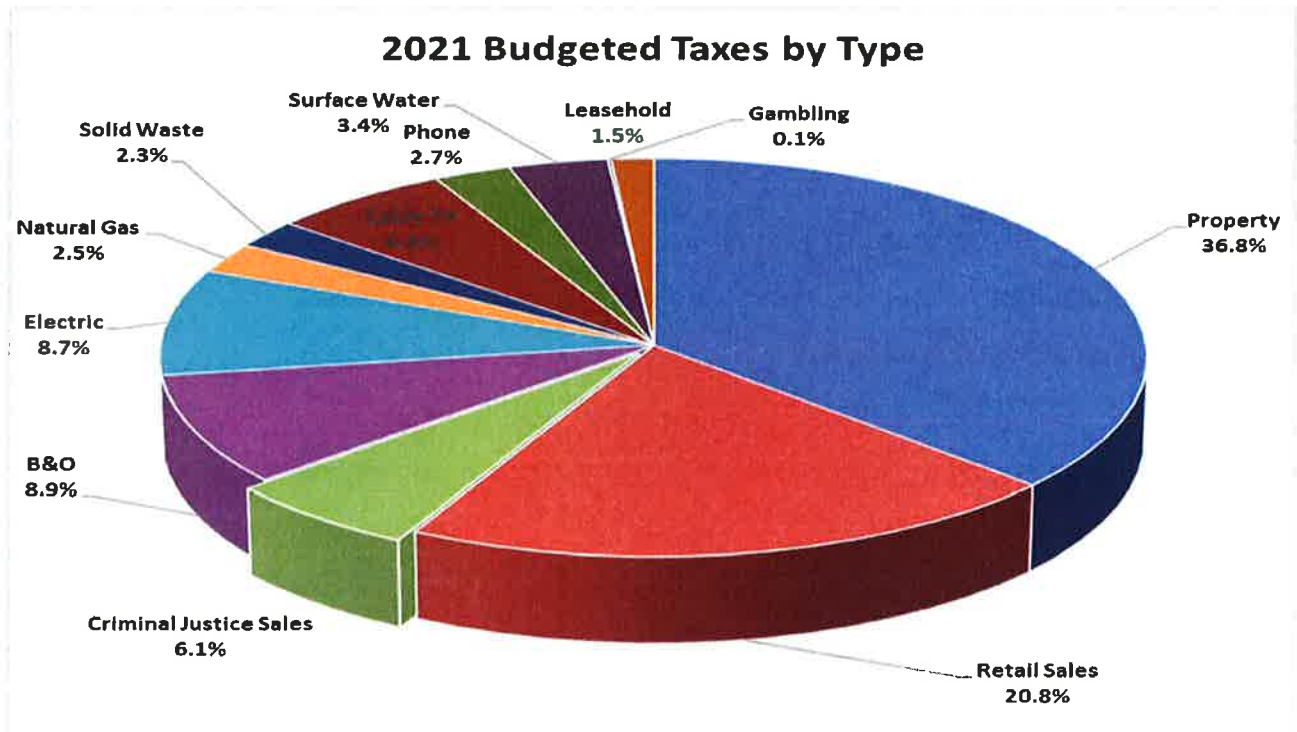
2021
City of Des Moines - Index of Positions and Pay Schedule
Exempt Employees

Range	Positions	Step A	Step B	Step C	Step D	Step E
E-29		93,984	98,688	103,620	108,804	114,240
		7,832	8,224	8,635	9,067	9,520
		45.18	47.45	49.82	52.31	54.92
E-30	Assistant Parks and Rec Director	97,740	102,624	107,760	113,148	118,800
	Recreation Coordinator - Recreation Programs	8,145	8,552	8,980	9,429	9,900
		46.99	49.34	51.81	54.40	57.12
E-31	Court Administrator	101,652	106,740	112,080	117,684	123,564
	Assistant City Attorney	8,471	8,895	9,340	9,807	10,297
		48.87	51.32	53.88	56.58	59.41
E-32	Building Official	105,720	111,012	116,568	122,400	128,520
	Planning & Development Services Manager	8,810	9,251	9,714	10,200	10,710
		50.83	53.37	56.04	58.85	61.79
E-33	Deputy Finance Director	109,944	115,440	121,212	127,272	133,632
	Information Technology, Assistant Director	9,162	9,620	10,101	10,606	11,136
		52.86	55.50	58.28	61.19	64.25
E-34	Surface Water/Environmental Engineering Mgr	114,336	120,048	126,048	132,348	138,960
		9,528	10,004	10,504	11,029	11,580
		54.97	57.72	60.60	63.63	66.81
E-34				129,708	136,188	142,992
				10,809	11,349	11,916
				62.36	65.48	68.75
E-35	Police Commander	118,920	124,872	131,112	137,664	144,552
		9,910	10,406	10,926	11,472	12,046
		57.17	60.03	63.03	66.18	69.50
E-36		123,672	129,852	136,344	143,160	150,324
		10,306	10,821	11,362	11,930	12,527
		59.46	62.43	65.55	68.83	72.27
E-37	Transportation/Engineering Services Manager	128,616	135,048	141,804	148,896	156,336
		10,718	11,254	11,817	12,408	13,028
		61.83	64.93	68.18	71.58	75.16

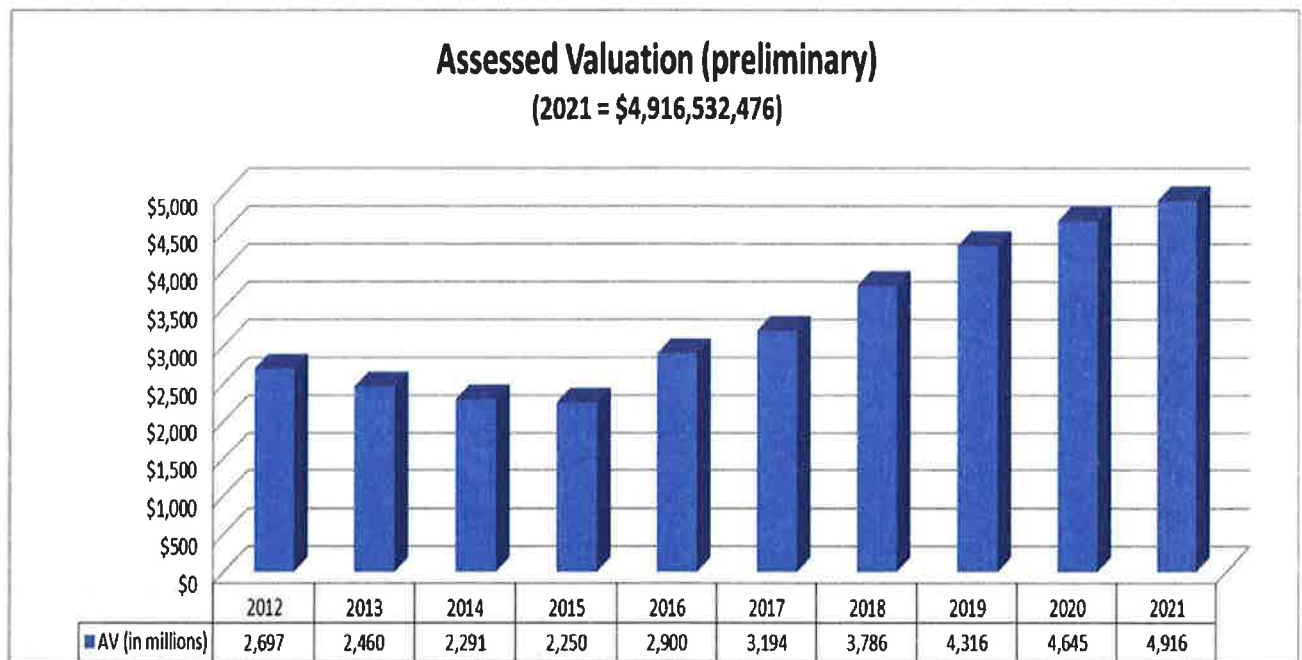
2021
City of Des Moines - Index of Positions and Pay Schedule
General Employees

Range	Positions	Step A	Step B	Step C	Step D	Step E
G-19	IT Technician	64,056	67,260	70,620	74,148	77,856
	Administrative Coordinator - Sound Transit	5,338	5,605	5,885	6,179	6,488
	DV Victim Advocate/Management Analyst	30.80	32.34	33.95	35.65	37.43
	Events and Facilities Rental Manager					
G-20	Asset Program Coordinator	66,624	69,960	73,464	77,136	80,988
	Deputy City Clerk	5,552	5,830	6,122	6,428	6,749
	Engineering Technician - SWM	32.03	33.63	35.32	37.08	38.94
	Paralegal					
	Probation Officer					
	Payroll Accountant					
	Land Use Planner I					
G-21	Staff Accountant	69,288	72,756	76,392	80,208	84,216
	Office Administrator-Police Department	5,774	6,063	6,366	6,684	7,018
		33.31	34.98	36.73	38.56	40.49
G-22	Building Inspector/Plans Examiner	72,060	75,660	79,440	83,412	87,588
	Land Use Planner II	6,005	6,305	6,620	6,951	7,299
		34.64	36.38	38.19	40.10	42.11
G-23	Engineering Inspector	74,940	78,684	82,620	86,748	91,080
	GIS Analyst	6,245	6,557	6,885	7,229	7,590
		36.03	37.83	39.72	41.71	43.79
G-24	Electrical/Building Inspector/Plans Examiner	77,940	81,840	85,932	90,228	94,740
		6,495	6,820	7,161	7,519	7,895
		37.47	39.35	41.31	43.38	45.55
G-25	Building Inspector/Plans Examiner	81,060	85,116	89,376	93,840	98,532
	Civil Engineer I - Sound Transit	6,755	7,093	7,448	7,820	8,211
	Information Technology Systems Administrator	38.97	40.92	42.97	45.12	47.37
G-25	Building Inspector/Plans Examiner	84,300	88,512	92,940	97,584	102,468
	Civil Engineer I - Sound Transit	7,025	7,376	7,745	8,132	8,539
	Information Technology Systems Administrator	40.53	42.55	44.68	46.92	49.26

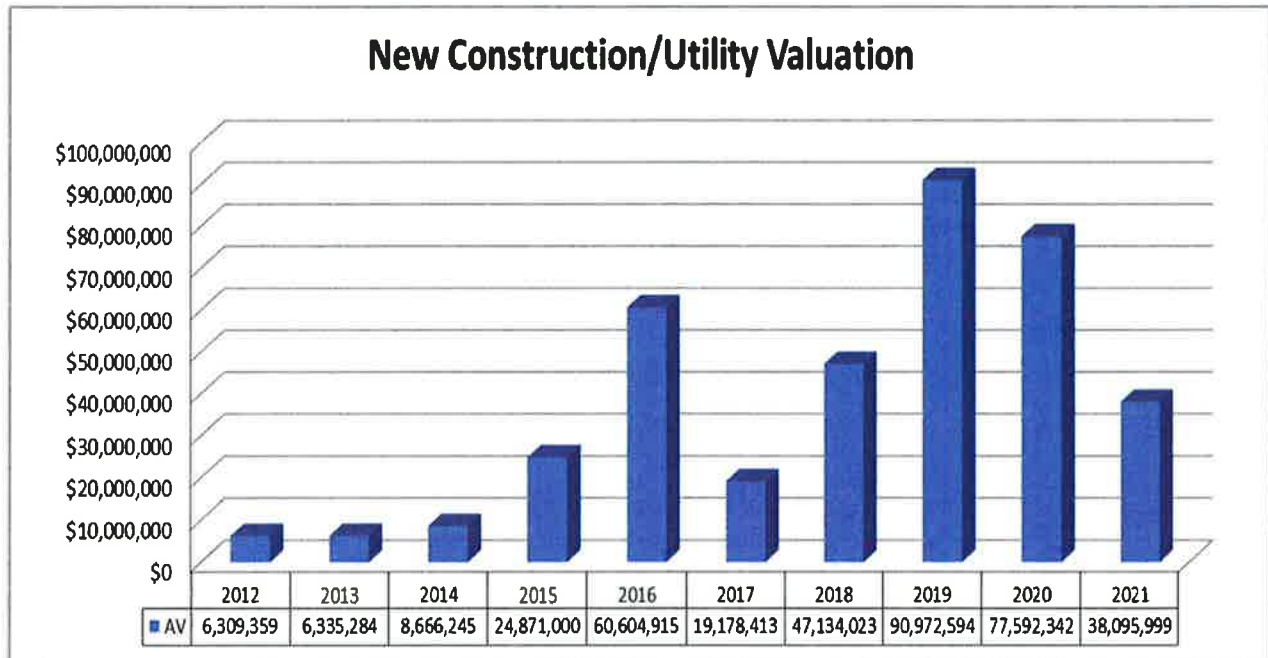
Per DMMC 2.12.030 the City Manager is authorized to place positions at appropriate ranges and reclassify positions provided the Finance Director certifies sufficient funds are available.



Property taxes. The preliminary levy information from King County shows the City of Des Moines has an assessed valuation of \$4,916,532,476. This assessed valuation has increased by 5.8% from the 2020 final assessed valuation of \$4,645,333,100. Normally, the City would request the statutory levy increase of 1%, which requires approval from the City Council. However, due to the current economic conditions and the impacts to our residents the 2021 budget does not include the statutory 1% increase in the property tax levy. The 2021 property tax levy will increase an estimated \$43,907 related to new construction and re-levy for prior year refunds.



The City's success and continued focus on economic development is reflected in the increase in new construction values, which provides new, ongoing property tax revenues.



The City is limited by state law to a property tax levy which is subject to three different limitation calculations. The first limit is an overall limit of \$3.60/1,000 assessed valuation. When there is a library and/or fire district located within the City, those districts' property tax levies are deducted from the City's allowable rate (but only to the point the City rate becomes \$1.60/1,000 of assessed valuation). The second limit is that the total levy from last year cannot be raised by more than the Implicit Price Deflator (a type of inflation index) plus a factor related to new construction. The third limit is that the total levy from last year cannot be raised by more than 1% (about \$52,528) plus a factor for new construction (about \$42,727). NOTE: The 2021 Preliminary Annual Budget does not include the statutory 1% levy increase.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2020 Annual Budget Amendments

ATTACHMENTS:

1. Draft Ordinance No. 20-067
2. Appendix A 2020 Amended Annual Budget

FOR AGENDA OF: November 12, 2020

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 4, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal /s/ TG
- ☒ Finance *Beth Lane W. W.*
- ☐ Courts _____
- ☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: BW for MM

Purpose and Recommendation

The purpose of this Agenda Item is for the City Council to consider Draft Ordinance 20-067, amending the 2020 Annual Budget.

Suggested Motion

FIRST MOTION: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-067 on first reading."

SECOND MOTION: "I move to enact Draft Ordinance No. 20-067 relating to municipal finance, amending the 2020 Annual Budget adopted in Ordinance No. 1729."

Background

Since the budget year 2017, following a long period of financial instability, the Des Moines City Council has adopted strong, solvent, and sustainable budgets using sound budgetary policies. This work has resulted in healthy reserves in excess of the recommended best practice of the Government Financial Officers Association. These reserves provide the City with the ability to weather ordinary economic upturns and downturns that occur without any interruption in essential services.

One cornerstone of these policies is the principal that ongoing expenses are funded by ongoing, structural revenue. The City Council has codified this principle at chapter 3.100 DMMC, forbidding the use of one-time revenue for general fund expenditures. The City Council adopted preliminary budgets for the years 2017 through 2019 using this principle, and the final amended budgets have held to that standard. The 2020 preliminary budget was crafted and adopted in accordance with this principle as well.

In early 2020, an outbreak of the virus SARS-CoV-2 and its associated disease COVID-19 struck the United States. The first “hotspot” for the outbreak in the country occurred in the Seattle area. In response, emergency declarations were issued by the State of Washington, King County, the City of Des Moines, and ultimately the Federal government. On March 23, 2020, Governor Jay Inslee issued Proclamation 20-25 “Stay Home – Stay Healthy”, requiring every individual in the State to not leave home except for conducting certain essential functions or to provide certain essential business services until no sooner than April 6, 2020. The “stay home” period has been extended.

The disruption to lives and employment caused by the COVID-19 pandemic has been significant. There will be impacts to the local, state, national, and worldwide economies that cannot be accurately predicted at this time, both from direct effects of the virus on individuals and from the quarantine measures disrupting commerce.

As anticipated, the City has seen a significant drop in recurring General Fund revenues due to the economic recession, and expenditures have been significantly reduced in response to the decreased revenues. In April 2020, City Council approved the retention of one-time revenues in the General Fund to help offset the decreases in revenues. Additional changes in revenues and expenditures, for all funds, from forecasts used to create the 2020 budget, enacted by Ordinance No. 1729 are in accordance with council direction and approval for fiscal year 2020.

Discussion

The 2020 Annual Budget presented on November 14, 2019 was based upon an estimated carry-forward fund balances from 2019 estimated year-end fund balances. Appendix “A” shows the amended 2020 beginning fund balances, which are the actual 2019 ending fund balances. Changes in budget amounts are detailed below:

<u>REVENUES</u>	<u>Change in Budget</u>	<u>Description</u>
GENERAL FUND:		
Taxes:		
Property Taxes	\$(52,221)	Anticipating delinquencies due to Covid impact of residents household income
Sales & B&O Taxes	\$(938,424)	Decrease in one-time and recurring sales and B&O taxes due to Governor Inslee's 'Stay Home, Stay Healthy' order
Utility Taxes	\$(158,080)	Anticipating decrease in utility taxes for cable TV and telephone
Other Taxes	\$(78,000)	Decrease in gambling taxes and Affordable Housing Tax revenue moved to new Special Revenue Fund
Total Taxes	\$(1,226,725)	
Licenses and Permits	\$(95,750)	Decrease of \$(52,750) in franchise fees; \$(33,000) in business license fees; and \$(10,000) in animal license fees
Intergovernmental	\$ 1,432,480	Increase of \$1,317,170 in CARES Act funding; increase of \$50,000 in Court CARES Act funding; increase of \$48,230 in King County CARES Act funding; increase of \$17,080 in other grants and state shared revenue
Charges for Services	\$(1,368,195)	Decrease of \$(1,051,610) in Recreation Programs; decrease of \$(80,000) for one School Resource Officer position; decrease of \$(58,748) in Senior Services programs; and decrease of \$(177, 837) in other program revenues
Fines and Forfeits	\$(670,250)	Decrease of \$(250,000) in one-time red light running program; decrease of \$(292,500) in recurring red light running program; and decrease of \$(127,750) in municipal court revenues
Miscellaneous and Interest	\$(418,701)	Decrease of \$(373,527) in facility rentals; decrease of \$(14,573) in contributions/donations; increase of \$18,339 in police donations; decrease of \$(3,940) in other miscellaneous revenue; and decrease of \$(45,000) in interest revenue
Total Change in General Fund Revenue	\$(2,347,141)	

<u>REVENUES</u>	<u>Change in Budget</u>	<u>Description</u>
STREET FUND:		
Total Change in Street Fund Revenue	\$(58,798)	Decrease of \$(20,179) in utility taxes; decrease of \$(63,619) in motor vehicle fuel taxes; and increase of \$25,000 in transfers in from REET 2 Fund for guardrail program
STREET PAVEMENT FUND:		
Total Change in Street Pavement Fund Revenue	\$ 71,400	Increase of \$71,400 in transfers in from the Transportation Benefit District Fund for the revenue balance available prior to the effective date of I-976. Funding will be used for pavement management projects
DEVELOPMENT FUND:		
Total Change in Development Fund Revenue	\$ 112,130	Increase of \$112,130 in building permits, plan review and engineering fee revenue over budget projections
HOTEL-MOTEL TAX FUND:		
Total Change in Hotel-Motel Tax Fund Revenue	\$(68,300)	Decrease of \$(68,300) in hotel-motel tax revenues due to the decline in the hotel industry due to Covid
AFFORDABLE HOUSING SALES TAX FUND:		
Total Change in Affordable Housing Sales Tax Fund Revenue	\$ 22,500	Increase of \$22,500 in affordable housing sales tax revenue. Originally budgeted in the General Fund but moved to the new Special Revenue Fund created for the specific purpose for affordable housing.
REDONDO ZONE FUND:		
Total Change in Redondo Zone Fund Revenue	\$(16,650)	Decrease of \$(2,200) in parking fines; decrease of \$(10,000) in parking fees and decrease of \$(4,450) in concession revenue
WATERFRONT ZONE FUND:		
Total Change in Waterfront Zone Fund Revenue	\$(16,800)	Decrease of \$(14,800) in parking fines, fees & passes and decrease of \$(2,000) in concession rental and miscellaneous revenues
ABATEMENT FUND:		
Total Change in Abatement Fund Revenue	\$ 23,600	Increase of \$23,600 in revenue billed to property owner for demolition of nuisance property
AUTOMATED SPEED ENFORCEMENT (ASE) FUND:		
Total Change in Automated Speed Enforcement (ASE) Fund Revenue	\$(164,800)	Decrease of \$(160,000) in ASE school zone revenue due to the program being suspended related to school closures and decrease of \$(4,800) in interest revenue

<u>REVENUES</u>	<u>Change in Budget</u>	<u>Description</u>
TRANSPORTATION BENEFIT DISTRICT FUND:		
Total Change in Transportation Benefit District Fund Revenue	\$ 985,000	Increase of \$985,000 in vehicle license fees not originally budgeted due to the initiative 976
ONE-TIME SALES/B & O TAX FUND:		
Total Change in One-Time Sales/B&O Tax Fund Revenue	\$(530,000)	Decrease of \$(525,000) in transfers in from the General Fund for one-time revenues collected for capital purposes. These revenues are being retained in the General Fund per Ordinance No. 1735 and decrease of \$(5,000) in interest revenue
MUNICIPAL CAPITAL IMPROVEMENT FUND:		
Total Change in Municipal Capital Improvement Fund Revenue	\$ 1,336,000	Increase of \$758,000 in grant revenue for Van Gasken & playground projects and increase of \$578,000 for transfers in from funding sources for projects per the approved Capital Improvement Plan adopted by Council
TRANSPORTATION IMPROVEMENT FUND:		
Total Change in Transportation Improvement Fund Revenue	\$ 2,366,471	Increase of \$1,355,471 in grant revenue for the S 216 th Street Improvement project; increase of \$301,000 in private contributions for the S 216 th Street Improvement project for utility work performed and increase of \$710,000 for transfers in from funding sources for projects per the approved Capital Improvement Plan adopted by Council
TRAFFIC IMPACT - CITYWIDE FUND:		
Total Change in Traffic Impact – Citywide Fund Revenue	\$ 234,500	Increase of \$234,500 for impact fees anticipated but not included in the budget
TRAFFIC IMPACT – PACIFIC RIDGE FUND:		
Total Change in Traffic Impact – Pacific Ridge Fund Revenue	\$ 11,500	Increase of \$11,500 for impact fees anticipated but not included in the budget
MARINA FUND:		
Total Change in Marina Fund Revenue	\$(376,000)	Decrease of \$(46,000) in transfers in to the Marina capital fund for marina projects per the approved Capital Improvement Plan adopted by Council and decrease of \$(330,000) for transfers in from Fund 309 for tenant restroom replacement – transfer was moved to fiscal years 2021 and 2022
SURFACE WATER MANAGEMENT FUND:		
Total Change in Surface Water Management Fund Revenue	\$(412,340)	Decrease of \$(412,340) for transfers in to the Surface Water Management capital fund due to changes in projects per the approved Capital Improvement Plan adopted by Council

<u>REVENUES</u>	<u>Change in Budget</u>	<u>Description</u>
EQUIPMENT RENTAL REPLACEMENT FUND:		
Total Change in Equipment Rental Replacement Fund Revenue	\$(531,657)	Decrease of \$(668,657) in interfund assessment revenue – assessments were deferred for fiscal year 2020 to assist with the economic impacts due to Covid; increase of \$67,000 in insurance recoveries and interest revenue; and increase of \$70,000 in transfers in from the General Fund for new police vehicle authorized by Council
FACILITY REPAIR AND REPLACEMENT FUND:		
Total Change in Facility Repair and Replacement Fund Revenue	\$(152,224)	Decrease of \$(117,224) in interfund assessment revenue – assessments were deferred for fiscal year 2020 to assist with the economic impacts due to Covid; decrease of \$(2,000) in interest revenue; and decrease of \$(33,000) in transfers in for projects delayed to future periods per the approved Capital Improvement Plan adopted by Council
SELF INSURANCE FUND:		
Total Change in Self Insurance Fund Revenue	\$ 37,600	Increase of \$37,600 in insurance recovery revenue
GRAND TOTAL CHANGES IN REVENUE	\$ 525,991	

<u>EXPENDITURES</u>	<u>Change in Budget</u>	<u>Description</u>
GENERAL FUND:		
Salaries and Benefits	\$(1,072,509)	Changes made to protect health and safety of staff; Actions taken by the City included, implementation of a temporary hiring freeze, utilization of attrition and early retirement incentives, placement of staff on the Employment Security Department's standby program, aligning employment as a result of programmatic or department reorganizations, and utilization of a "mutual shared risk" concept for addressing future wages within our Teamsters bargaining agreement.
Supplies and Services	\$ 369,331	Increase of \$574,700 for the business grant program funded by the CARES Act; increase of \$84,000 for the EATS program; and decrease of \$(289,369) in program expenses due to the closure of city facilities
Interfund Charges	\$(408,571)	Interfund charges for deferred assessments – decrease of \$(312,672) in equipment rental replacement assessments and decrease of \$(95,899) in facility repair & replacement assessments

<u>EXPENDITURES</u>	<u>Change in Budget</u>	<u>Description</u>
Transfers Out	\$(562,000)	Decrease of \$525,000 in transfers out to Fund 309 for one-time taxes (retained in the General Fund for FY 2020); decrease of \$(107,000) for transfers to capital improvement funds per the approved Capital Improvement Plan adopted by Council; and increase of \$70,000 for purchase of police authorized by Council
Total Changes in General Fund Expenditures	\$(1,673,749)	
STREET FUND:		
Total Change in Street Fund Expenditures	\$ 34,781	Increase of \$9,781 in salary and benefits for the Teamsters Bargaining Agreement applicable to FY 2020 and increase of \$25,000 in Guardrail Program per the approved Capital Improvement Plan adopted by Council
STREET PAVEMENT FUND:		
Total Change in Street Pavement Fund Expenditures	\$ 38,000	Increase of \$38,000 in pavement program for FY 2020
DEVELOPMENT FUND:		
Total Change in Development Fund Expenditures	\$ 18,807	Increase of \$18,807 in salary and benefits related to the training program, staff progression and achieving certifications
HOTEL-MOTEL TAX FUND:		
Total Change in Hotel-Motel Tax Fund Expenditures	\$(67,900)	Decrease of \$(67,900) in professional services due to decline in hotel-motel tax revenues – payments to Seattle Southside is based on amount of Hotel-Motel taxes received
AFFORDABLE HOUSING SALES TAX FUND:		
Total Change in Affordable Housing Sales Tax Fund Expenditures	\$ 22,500	Increase of \$22,500 in affordable housing sales tax expenditures. Originally budgeted in the General Fund but moved to the new Special Revenue Fund created for the specific purpose for affordable housing.
ABATEMENT FUND:		
Total Change in Abatement Fund Expenditures	\$ 27,800	Increase of \$27,800 for the costs related to code enforcement and for the demolition of nuisance property

<u>EXPENDITURES</u>	<u>Change in Budget</u>	<u>Description</u>
AUTOMATED SPEED ENFORCEMENT (ASE) FUND:		
Total Change in Automated Speed Enforcement (ASE) Fund Expenditures	\$(290,000)	Decrease of \$(190,000) in ASE school zone program fees due to the program being suspended related to school closures and decrease of \$(100,000) in transfers out to S 216 th Ave Street Improvement project
TRANSPORTATION BENEFIT DISTRICT FUND:		
Total Change in Transportation Benefit District Fund Expenditures	\$ 71,400	Increase of \$71,400 in transfers out to the Street Pavement fund for the revenue balance available prior to the effective date of I-976
REET 1 FUND		
Total Change in REET 1 Fund Expenditures	\$ 4,000	Increase of \$4,000 in transfers out for funding of projects per the approved Capital Improvement Plan adopted by Council
REET 2 FUND		
Total Change in REET 2 Fund Expenditures	\$ 744,000	Increase of \$744,000 in transfers out for funding of projects per the approved Capital Improvement Plan adopted by Council
PARK LEVY FUND		
Total Change in Park Levy Fund Expenditures	\$ 171,000	Increase of \$171,000 in transfers out for funding of projects per the approved Capital Improvement Plan adopted by Council
PARK IN LIEU FUND		
Total Change in Park In Lieu Fund Expenditures	\$(317,000)	Decrease of \$(317,000) in transfers out for funding of projects per the approved Capital Improvement Plan adopted by Council
ONE-TIME SALES/B & O TAX FUND:		
Total Change in One-Time Sales/B&O Tax Fund Expenditures	\$(90,000)	Decrease of \$(90,000) in transfers out for funding of projects per the approved Capital Improvement Plan adopted by Council

<u>EXPENDITURES</u>	<u>Change in Budget</u>	<u>Description</u>
MUNICIPAL CAPITAL IMPROVEMENT FUND:		
Total Change in Municipal Capital Improvement Fund Expenditures	\$ 1,290,000	Increase of \$1,290,000 in project expenditures per the approved Capital Improvement Plan adopted by Council – primarily for playground projects and Woodmont landslide
TRANSPORTATION IMPROVEMENT FUND:		
Total Change in Transportation Improvement Fund Expenditures	\$ 1,766,000	Increase of \$1,766,000 in project expenditures for S 216 th Ave Street Improvement project per the approved Capital Improvement Plan adopted by Council
TRAFFIC IMPACT - CITYWIDE FUND:		
Total Change in Traffic Impact – Citywide Fund Expenditures	\$ 437,000	Increase of \$437,000 in transfers out for the funding of the S 216 th Street Improvement project per the approved Capital Improvement Plan adopted by Council
MARINA FUND:		
Total Change in Marina Fund Expenses	\$ 93,655	Increase of 93,655 in transfers out to the Marina capital fund for dredging project per the approved Capital Improvement Plan adopted by
SURFACE WATER MANAGEMENT FUND:		
Total Change in Surface Water Management Fund Expenses	\$(471,000)	Decrease of \$(471,000) in project expenditures due to changes in projects per the approved Capital Improvement Plan adopted by Council
EQUIPMENT RENTAL REPLACEMENT FUND:		
Total Change in Equipment Rental Replacement Fund Expenses	\$ 70,000	Increase of \$70,000 for purchase of a new police vehicle authorized by Council
FACILITY REPAIR AND REPLACEMENT FUND:		
Total Change in Facility Repair and Replacement Fund Expenses	\$(150,000)	Decrease of \$(150,000) in project expenses per the approved Capital Improvement Plan adopted by Council
SELF INSURANCE FUND:		
Total Change in Self Insurance Fund Expenses	\$ 20,000	Increase of \$20,000 in insurance expenses not anticipated in the budget

<u>EXPENDITURES</u>	<u>Change in Budget</u>	<u>Description</u>
UNEMPLOYMENT INSURANCE FUND		
Total Change in Unemployment Insurance Expenses	\$ 75,000	Increase of \$75,000 of unemployment insurance expenses due to the reduction – estimated City's cost after federal funding of unemployment
GRAND TOTAL CHANGES IN EXPENDITURES/EXPENSES	\$ 1,824,294	

Recommendation or Conclusion

Staff recommends council approves the transfers and changes to the 2020 Annual Budget.

CITY ATTORNEY'S FIRST DRAFT 11/5/2020**DRAFT ORDINANCE NO. 20-067**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to municipal finance, amending Ordinance No. 1729 (uncodified) (Budget 2020) and authorizing certain expenditures in the amounts specified in this Ordinance.

WHEREAS, the City Council finds that current and capital revenues and expenditures for the City differ from forecasts used to create the 2020 budget, enacted by Ordinance No. 1729, and further finds that such differences justify certain adjustments regarding obligations incurred and expenditures of proceeds for fiscal year 2020, and

WHEREAS, the City Council finds that the 2020 budget amendments to the City's budget are in the public interest; now therefore,

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

Sec. 1. Finding. Each and every of the findings expressed in the recitals to this Ordinance are hereby adopted and incorporated by reference.

Sec. 2. Amendment to 2020 Budget. Appendix "A" of Ordinance No. 1729 (Uncodified) (2020 Budget) are amended by Appendix "A" attached to this Ordinance and incorporated herein by this reference as though fully set out.

Sec. 3. Ratification and confirmation. All acts taken by City officers and staff prior to the enactment of this Ordinance that are consistent with and in furtherance of the purpose or intent of this Ordinance are hereby ratified and confirmed by the City Council.

Sec 4. Severability - Construction.

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

Ordinance No. _____
 Page 2 of 2

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

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

PASSED BY the City Council of the City of Des Moines this 12th day of November, 2020 and signed in authentication thereof this 12th day of November, 2020.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

Published: _____

ORDINANCE NO. 20-067 - APPENDIX A
SUMMARY OF SOURCES AND USES - 2020 AMENDED BUDGET

	Funds	2020 ORIGINAL BUDGET				CHANGE IN BUDGET				2020 REVISED BUDGET			
		Beginning Fund Balance	Revenue	Expenditure	Ending Fund Balance	Revenue	Expenditure			Beginning Fund Balance	Revenue	Expenditure	Ending Fund Balance
Special Revenue	General Fund	\$ 4,500,950	\$ 26,156,977	\$ 26,215,024	\$ 4,442,903	\$ (2,347,141)	\$ (1,673,749)			\$ 5,837,998	\$ 23,809,836	\$ 24,541,275	\$ 5,106,559
	Streets	716,233	1,716,874	1,830,434	602,673	(58,798)	34,781			847,392	1,658,076	1,865,215	640,253
	Street Pavement	1,192,331	624,158	925,000	891,489	71,400	38,000			1,869,372	693,558	963,000	1,601,930
	Development	3,810,472	2,893,023	2,974,744	3,728,751	112,130	18,807			4,260,517	3,005,153	2,993,551	4,272,119
	Police Drug Seizure	22,040	1,250	1,000	22,290	-	-			22,468	1,250	1,000	22,718
	Hotel-Motel Tax	21,376	113,700	113,300	21,776	(68,300)	(67,900)			74,489	45,400	45,400	74,489
	Affordable Housing Sales Tax	-	-	-	-	22,500	22,500			-	22,500	22,500	-
	Redondo Zone	12,796	92,850	82,762	22,884	(16,650)	-			23,341	76,200	82,762	16,779
	Waterfront Zone	164,931	199,600	133,339	231,192	(16,800)	-			111,429	182,800	133,339	160,890
	PBPW Automation Fee	353,595	129,000	107,300	375,295	-	-			369,831	129,000	107,300	391,531
	Urban Forestry	-	5,000	5,000	-	-	-			-	5,000	5,000	-
	Abatement	47,407	5,500	200	52,707	23,600	27,800			48,275	29,100	28,000	49,375
Debt	Automated Speed Enforce (ASE)	334,017	267,800	482,000	119,817	(164,800)	(290,000)			365,011	103,000	192,000	276,011
	Transportation Benefit District	202,905	-	-	202,905	985,000	71,400			192,617	985,000	71,400	1,106,217
	Total Special Revenue Funds	6,878,103	6,048,755	6,655,079	6,271,779	889,282	(144,612)			8,184,742	6,938,037	6,510,467	8,612,312
	REET 1 Debt Service	21,525	19,153	18,346	22,332	-	-			16,110	19,153	18,346	16,917
	REET 2 Debt Service	73,744	247,398	250,585	70,557	-	-			35,056	247,398	250,585	31,869
	2018 LTGO Debt Service	9,902	229,650	228,900	10,652	-	-			112,642	229,650	228,900	113,392
	Total Debt Service Funds	105,171	496,201	497,831	103,541	-	-			163,808	496,201	497,831	162,178
	REET 1	2,109,961	659,000	2,111,004	657,957	-	4,000			2,306,352	659,000	2,115,004	850,348
	REET 2	1,068,001	645,000	1,333,398	379,603	-	744,000			1,823,348	645,000	2,077,398	390,950
	Park Levy	3,310	183,000	14,000	172,310	-	171,000			13,056	183,000	185,000	11,056
	Park in Lieu	198,861	362,840	500,000	61,701	-	(317,000)			228,271	362,840	183,000	408,111
Capital Project	One Time Sales Tax	2,019,828	547,500	1,875,000	692,328	(530,000)	(90,000)			2,636,090	17,500	1,785,000	868,590
	Municipal Capital Improvement	3,222,911	8,206,000	7,337,000	4,091,911	1,336,000	1,290,000			3,179,185	9,542,000	8,627,000	4,094,185
	Transportation Capital Improvement	1,431,617	1,701,000	2,303,000	829,617	2,366,471	1,766,000			1,602,503	4,067,471	4,069,000	1,600,974
	Traffic in Lieu	426,357	787,000	-	1,213,357	-	-			127,771	787,000	-	914,771
	Traffic Impact - City-wide	197,467	1,032,500	319,000	910,967	234,500	437,000			351,230	1,267,000	756,000	862,230
	Traffic Impact - Pacific Ridge	580,860	1,500	-	582,360	11,500	-			585,158	13,000	-	598,158
	Total Capital Project Funds	11,259,173	14,125,340	15,792,402	9,592,111	3,418,471	4,005,000			12,852,964	17,543,811	19,797,402	10,599,373
Enterprise	Marina	3,498,903	6,322,287	6,250,652	3,570,538	(376,000)	93,655			3,491,698	5,946,287	6,344,307	3,093,678
	Surface Water Management	4,226,372	6,952,373	8,592,652	2,586,093	(412,340)	(471,000)			5,703,865	6,540,033	7,612,814	4,631,084
Internal Service	Total Enterprise Funds	7,725,275	13,274,660	14,843,304	6,156,631	(788,340)	(377,345)			9,195,563	12,486,320	13,957,121	7,724,762
	Equipment Rental Operations	294,503	542,367	609,269	227,601	-	-			356,409	542,367	570,962	327,814
	Equipment Rental Replacement	4,195,758	668,657	261,950	4,602,465	(531,657)	70,000			2,755,024	137,000	331,950	2,560,074
	Facility Repair & Replacement	464,789	157,224	179,000	443,013	(152,224)	(150,000)			661,750	5,000	29,000	637,750
	Computer Replacement	1,316,576	231,187	363,975	1,183,788	-	-			1,196,947	231,187	363,975	1,064,159
	Self Insurance	695,130	760,272	707,048	748,354	37,600	20,000			720,843	797,872	725,365	793,350
	Unemployment Insurance	541,173	49,173	30,000	560,346	-	75,000			538,915	49,173	105,000	483,088
	Total Internal Service Funds	7,507,929	2,408,880	2,151,242	7,765,567	(646,281)	15,000			6,229,888	1,762,599	2,126,252	5,866,235
	Total Budget - All Funds	\$ 37,976,601	\$ 62,510,813	\$ 66,154,882	\$ 34,332,532	\$ 525,991	\$ 1,824,294			\$ 42,464,963	\$ 63,036,804	\$ 67,430,348	\$ 38,071,419

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HUMAN SERVICES COMMITTEE
Funding Recommendations 2021-2022

November 12, 2020

City of Des Moines human services program

- Allocates funding through a competitive application process to nonprofit agencies to provide direct services to community members.
- Committee members appointed by the City Council evaluate and review the performance of individual human service organizations and agencies.
- Currently manages contracts for 20 programs.
- Staff work closely with regional partners to better assess need and advocate for the Des Moines and South King County community

Covid-19 impacts

- Agencies are experiencing increased costs, need for varying technology and additional space for staffing, as well as supplies/PPE to continue in-person service delivery
- Now, more than ever, Human Services agencies need the financial backing to be able to support a community in need

City human services on-going efforts

- Continuing to convene partner groups virtually and connect with agencies
- Conversations around pivoting services to meet the need during the pandemic.
- Payment on contracts
- Working to assess community gaps and needs

Human Services funding for 2021-2022

- Des Moines participates in Share1App, a common Human Services application process shared by 16 King County cities
- In order to be considered for funding, agencies must:
 - Meet one or more of the funding priorities
 - Have 501(c)(3) status, or have a 501(c)(3) fiscal sponsor in place by the time the application period closes
 - Have a nondiscrimination policy in place
 - Meet minimum insurance requirements
 - Be willing and able to accept reimbursement for funds based on service unit completion
 - If funded, regularly track and submit required reports regarding services and demographics, and undergo regular monitoring

Human Services funding for 2021-2022

- The Human Services Committee reviewed over 54 grant applications for the 2021-2022 funding cycle, with financial requests over \$400,000.
- Rating criteria, discussion, and agency follow up were utilized in decision making.
- A tremendous amount of time and energy was devoted to this process, by the Committee members supported by the staff.
- **Thank you** to this dedicated Committee for their efforts completing a thorough evaluation of the applications and for their follow-up throughout the year.

Human Services funding for 2021-2022

- The 2021-2022 Human Services funding recommendations allocate **\$175,000/year**, an increase from the previous \$150,000 and would fund 26 agencies.
- Many are agencies that were funded previously, and continue to do great work, while a few are new to Des Moines funding.
- **Approval of these recommendations is on the Consent Calendar tonight.**



THANK YOU

Nicole Nordholm, Assistant Director of Parks, Recreation & Senior
Services

Rochelle Sems, Management Analyst

2021 Property Tax Levy

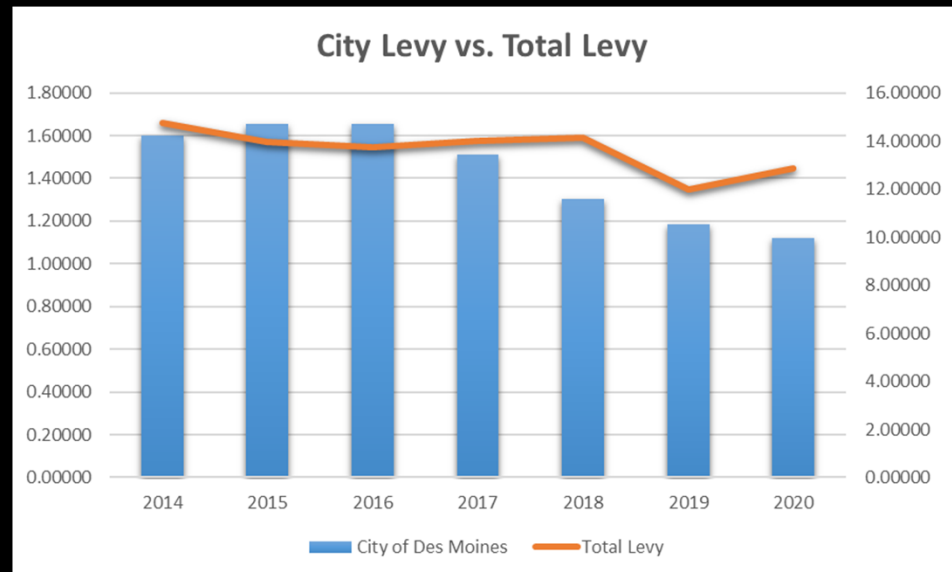
Changes from 2020

- Overall Assessed Valuation within the City of Des Moines increased by more than \$271 million to \$4,916,532,476*, an increase of 5.84%.
- The City also had an additional \$38 million in new construction, adding \$42,727 to the overall property tax revenue base.
- The proposed levy does not include a 1% allowable increase of \$52,528.
- The proposed tax rate for the 2021 is \$1.0773, a decrease of 3.95% from the current levy for 2020.

* Estimate from KC Assessor, as of 10/29/2020

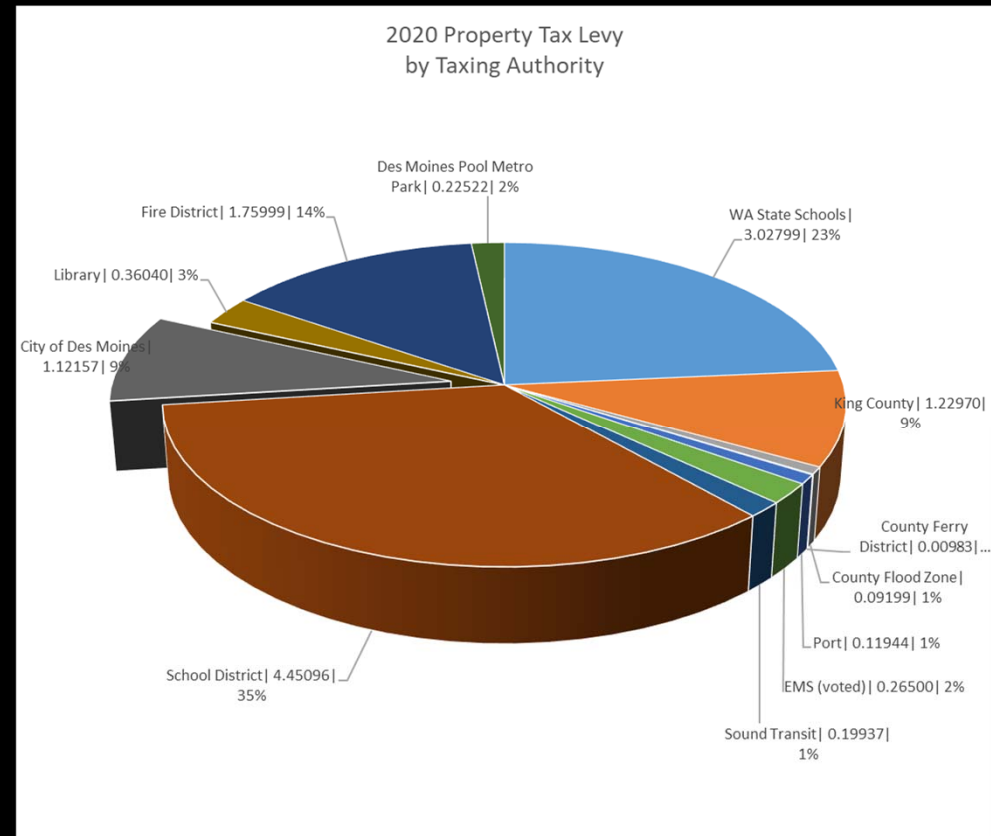
History of Des Moines Tax Levy

- The recent high levy for the City was \$1.65253 in 2016.
- The proposed levy for 2021 is a decrease of 34.8% from 2016.



City Levy vs. Total Levy (2020)

Taxing Authority	2020 Levy	% of Total
WA State Schools	3.02799	23.54%
King County	1.22970	9.56%
County Flood Zone	0.09199	0.72%
County Ferry District	0.00983	0.08%
Port	0.11944	0.93%
EMS (voted)	0.26500	2.06%
Sound Transit	0.19937	1.55%
School District	4.45096	34.61%
City of Des Moines	1.12157	8.72%
Library	0.36040	2.80%
Fire District	1.75999	13.68%
Des Moines Pool Metro Park	0.22522	1.75%
	<u>12.86146</u>	<u>100%</u>





BUDGET OVERVIEW 2021 ANNUAL BUDGET

	Total Sources/Uses	%
General Fund	\$ 28,776,681	31.19%
Special Revenue Funds	\$ 23,440,129	25.41%
Debt Service Funds	\$ 658,573	0.71%
Municipal Capital Improvements Fund	\$ 8,164,185	8.85%
Transportation Capital Improvements Fund	\$ 2,993,974	3.25%
Marina Fund	\$ 7,584,727	8.22%
Surface Water Management Fund	\$ 12,542,963	13.59%
Internal Service Funds	\$ 8,102,497	8.78%
Total Sources	\$ 92,263,729	100.00%

2021-2025 General Fund Financial Forecast (page 49 of budget document)

	PRE-COVID	IMPACT OF COVID	CONTINUATION OF COVID				
	BUDGET 2020	REVISED BUDGET 2020	BUDGET 2021	FORECAST			
				2022	2023	2024	2025
BEGINNING FUND BALANCE	\$ 4,500,950	\$ 5,837,998	\$ 5,074,059	\$ 4,153,086	\$ 4,038,087	\$ 4,113,372	\$ 4,268,474
Operating Revenues	25,195,977	21,688,306	23,134,622	24,219,513	24,821,416	25,605,559	26,283,097
Operating Expenditures	(24,760,709)	(22,652,650)	(23,807,633)	(24,219,512)	(24,646,131)	(25,385,457)	(25,848,446)
Net Activity ("Operating revenues over (under) operating expenditures")	435,268	(964,344)	(673,011)	1	175,285	220,102	434,651
ONE-TIME ACTIVITIES							
Total One-Time Revenues	961,000	2,089,030	568,000	503,600	503,600	258,000	200,200
One-time Expenditures							
Total One-Time Expenditures	(1,454,315)	(1,888,625)	(815,962)	(618,600)	(603,600)	(323,000)	(240,200)
ENDING FUND BALANCE	\$ 4,442,903	\$ 5,074,059	\$ 4,153,086	\$ 4,038,087	\$ 4,113,372	\$ 4,268,474	\$ 4,663,125
GFOA Target of 60 days (approx. 16.67%)	4,127,610	3,776,197	3,968,732	4,037,393	4,108,510	4,231,756	4,308,936
Reserve (shortfall) surplus to GFOA Target	315,293	1,297,862	184,354	694	4,862	36,718	354,189
Ending Reserve - % Total Operating Expenditures	17.94%	22.40%	17.44%	16.67%	16.69%	16.81%	18.04%



CONCLUSION

The 2021 Annual Budget presented is a balanced budget that is sustainable and solvent into the foreseeable future.





Motion: “I move to pass Draft Ordinance No. 20-062, establishing the 2021 Annual Budget for the fiscal year ending December 31, 2021.”





PUBLIC HEARING 2020 ANNUAL BUDGET

November 12, 2020

		2020 ORIGINAL BUDGET				CHANGE IN BUDGET		2020 REVISED BUDGET			
Funds		Beginning			Ending Fund			Beginning			Ending Fund
		Fund Balance	Revenue	Expenditure	Balance	Revenue	Expenditure	Fund Balance	Revenue	Expenditure	Balance
General Fund		\$ 4,500,950	\$ 26,156,977	\$ 26,215,024	\$ 4,442,903	\$ (2,347,141)	\$ (1,673,749)	\$ 5,837,998	\$ 23,809,836	\$ 24,541,275	\$ 5,106,559
Special Revenue	Streets	716,233	1,716,874	1,830,434	602,673	(58,798)	34,781	847,392	1,658,076	1,865,215	640,253
	Street Pavement	1,192,331	624,158	925,000	891,489	71,400	38,000	1,869,372	695,558	963,000	1,601,930
	Development	3,810,472	2,893,023	2,974,744	3,728,751	112,130	18,807	4,260,517	3,005,153	2,993,551	4,272,119
	Police Drug Seizure	22,040	1,250	1,000	22,290	-	-	22,468	1,250	1,000	22,718
	Hotel-Motel Tax	21,376	113,700	113,300	21,776	(68,300)	(67,900)	74,489	45,400	45,400	74,489
	Affordable Housing Sales Tax	-	-	-	-	22,500	22,500	-	22,500	22,500	-
	Redondo Zone	12,796	92,850	82,762	22,884	(16,650)	-	23,341	76,200	82,762	16,779
	Waterfront Zone	164,931	199,600	133,339	231,192	(16,800)	-	111,429	182,800	133,339	160,890
	PBPW Automation Fee	353,595	129,000	107,300	375,295	-	-	369,831	129,000	107,300	391,531
	Urban Forestry	-	5,000	5,000	-	-	-	-	5,000	5,000	-
	Abatement	47,407	5,500	200	52,707	23,600	27,800	48,275	29,100	28,000	49,375
	Automated Speed Enforce (ASE)	334,017	267,800	482,000	119,817	(164,800)	(290,000)	365,011	103,000	192,000	276,011
	Transportation Benefit District	202,905	-	-	202,905	985,000	71,400	192,617	985,000	71,400	1,106,217
	Total Special Revenue Funds	6,878,103	6,048,755	6,655,079	6,271,779	889,282	(144,612)	8,184,742	6,938,037	6,510,467	8,612,312
Debt Service	REET 1 Debt Service	21,525	19,153	18,346	22,332	-	-	16,110	19,153	18,346	16,917
	REET 2 Debt Service	73,744	247,398	250,585	70,557	-	-	35,056	247,398	250,585	31,869
	2018 LTGO Debt Service	9,902	229,650	228,900	10,652	-	-	112,642	229,650	228,900	113,392
	Total Debt Service Funds	105,171	496,201	497,831	103,541	-	-	163,808	496,201	497,831	162,178
Capital Project	REET 1	2,109,961	659,000	2,111,004	657,957	-	4,000	2,306,352	659,000	2,115,004	850,348
	REET 2	1,068,001	645,000	1,333,398	379,603	-	744,000	1,823,348	645,000	2,077,398	390,950
	Park Levy	3,310	183,000	14,000	172,310	-	171,000	13,056	183,000	185,000	11,056
	Park In Lieu	198,861	362,840	500,000	61,701	-	(317,000)	228,271	362,840	183,000	408,111
	One Time Sales Tax	2,019,828	547,500	1,875,000	692,328	(530,000)	(90,000)	2,636,090	17,500	1,785,000	868,590
	Municipal Capital Improvement	3,222,911	8,206,000	7,337,000	4,091,911	1,336,000	1,290,000	3,179,185	9,542,000	8,627,000	4,094,185
	Transportation Capital Improvement	1,431,617	1,701,000	2,303,000	829,617	2,366,471	1,766,000	1,602,503	4,067,471	4,069,000	1,600,974
	Traffic In Lieu	426,357	787,000	-	1,213,357	-	-	127,771	787,000	-	914,771
	Traffic Impact - City-wide	197,467	1,032,500	319,000	910,967	234,500	437,000	351,230	1,267,000	756,000	862,230
	Traffic Impact - Pacific Ridge	580,860	1,500	-	582,360	11,500	-	585,158	13,000	-	598,158
	Total Capital Project Funds	11,259,173	14,125,340	15,792,402	9,592,111	3,418,471	4,005,000	12,852,964	17,543,811	19,797,402	10,599,373
Enterprise	Marina	3,498,903	6,322,287	6,250,652	3,570,538	(376,000)	93,655	3,491,698	5,946,287	6,344,307	3,093,678
	Surface Water Management	4,226,372	6,952,373	8,592,652	2,586,093	(412,340)	(471,000)	5,703,865	6,540,033	7,612,814	4,631,084
	Total Enterprise Funds	7,725,275	13,274,660	14,843,304	6,156,631	(788,340)	(377,345)	9,195,563	12,486,320	13,957,121	7,724,762
Internal Service	Equipment Rental Operations	294,503	542,367	609,269	227,601	-	-	356,409	542,367	570,962	327,814
	Equipment Rental Replacement	4,195,758	668,657	261,950	4,602,465	(531,657)	70,000	2,755,024	137,000	331,950	2,560,074
	Facility Repair & Replacement	464,789	157,224	179,000	443,013	(152,224)	(150,000)	661,750	5,000	29,000	637,750
	Computer Replacement	1,316,576	231,187	363,975	1,183,788	-	-	1,196,947	231,187	363,975	1,064,159
	Self Insurance	695,130	760,272	707,048	748,354	37,600	20,000	720,843	797,872	725,365	793,350
	Unemployment Insurance	541,173	49,173	30,000	560,346	-	75,000	538,915	49,173	105,000	483,088
	Total Internal Service Funds	7,507,929	2,408,880	2,151,242	7,765,567	(646,281)	15,000	6,229,888	1,762,599	2,126,252	5,866,235
Total Budget - All Funds		\$ 37,976,601	\$ 62,510,813	\$ 66,154,882	\$ 34,332,532	\$ 525,991	\$ 1,824,294	\$ 42,464,963	\$ 63,036,804	\$ 67,430,348	\$ 38,071,419



MOTION 1: “I MOVE TO SUSPEND RULE 26(a) IN ORDER TO ENACT DRAFT ORDINANCE NO. 20-067 ON FIRST READING.”

MOTION 2: “I MOVE TO ENACT DRAFT ORDINANCE NO. 20-067 RELATING TO MUNICIPAL FINANCE, AMENDING THE 2020 ANNUAL BUDGET ADOPTED IN ORDINANCE NO. 1729.