

AGENDA

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

November 14, 2019 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC – 20 minutes

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

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – 30 minutes

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

CONSENT CALENDAR

Page 5 Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers through November 7, 2019 included in the attached list and further described as follows:

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

Page 7 Item 2: APPROVAL OF MINUTES
Motion is to approve the October 10, 2019 Special Meeting, the October 10, 2019 and October 17, 2019 City Council Regular Meeting, and the November 7, 2019 Study Session Minutes.

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|----------|---------|--|
| Page 19 | Item 3: | <p>ILA WITH HIGHLINE WATER DISTRICT FOR 2019 AC WATER MAIN REPLACEMENT PROJECT</p> <p><u>Motion</u> is to approve the Interlocal Agreement between the City of Des Moines and Highline Water District regarding the 2019 AC Water Main Replacement Project, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.</p> |
| Page 69 | Item 4: | <p>2020-2021 ON-CALL CONSULTANT AGREEMENTS FOR CIVIL ENGINEERING SERVICES</p> <p><u>Motion</u> is to approve the Consultant Services Contract for On-Call Civil Engineering Services (2020-2021) with Century West Engineering, Exeltech Consulting Inc., GeoDesign Inc., HWA Geosciences Inc., KPFF Consulting Engineers., KPG, P.S., Parametrix, Perteet, and Tetra Tech each up to \$1,000,000.00, and authorize the City Manager to sign the Consultant Services Contract substantially in the form as submitted.</p> |
| Page 89 | Item 5: | <p>DRAFT ORDINANCE NO. 19-101 UPDATING DES MOINES MUNICIPAL CODE (DMMC) CHAPTERS 3.84 AND 3.85 TO REFLECT CHANGES MADE TO STATE LAW AFFECTING THE CITY'S BUSINESS AND OCCUPATION TAX CODE</p> <p><u>Motion 1</u> is to suspend Rule 26(a) in order to enact Draft Ordinance No. 19-101 on first reading.</p> <p><u>Motion 2</u> is to enact Draft Ordinance No. 19-101 authorizing an amendment to the Business and Occupation Tax Code, DMMC 3.84.040, 3.84.090, 3.84.110, 3.85.070, 3.85.180, and 3.85.270, reflecting changes to state law affecting city B&O tax administration.</p> |
| Page 125 | Item 6: | <p>COMMUTE TRIP REDUCTION PROGRAM</p> <p><u>Motion</u> is to approve the Interlocal Agreement between the City of Des Moines and King County, Department of Transportation, Metro Transit Division for the implementation of the Commute Trip Reduction Program for July 1, 2019 through June 30, 2021.</p> |
| Page 143 | Item 7: | <p>INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY AND THE CITY OF DES MOINES FOR CONSERVATION FUTURES-FUNDED OPEN SPACE ACQUISITION PROJECT</p> <p><u>Motion</u> is to enact Draft Resolution No 19-111 approving the Interlocal Agreement with King County for Conservation Futures funded open space acquisition projects.</p> |

- Page 165 Item 8: VETS SENIORS AND HUMAN SERVICES LEVY (VSHSL) GRANT
Motion 1 is to accept the King County Veterans Seniors and Human Services Levy (VSHSL) Grant for grant funding in the amount of \$185,300 for the African Diaspora Senior Hub, and authorize the City Manager to sign the grant agreement substantially in the form as submitted.
- Motion 2 is to approve the purchase of a 2018 Ford Metrolink Shuttle Van with a portion of the grant funds, and authorize the City Manager to sign the agreement substantially in the form as submitted.
- Page 185 Item 9: DEPARTMENT OF ECOLOGY 2019-2021 STORMWATER GRANT AGREEMENT
Motion is to approve the 2019-2021 Water Quality Stormwater Capacity Grant Agreement between the State of Washington Department of ecology and the City of Des Moines, and further to authorize the City Manager to sign said Agreement substantially in the form as submitted.
- Page 207 Item 10: DRAFT ORDINANCE NO. 19-085 – ADOPTING LEGISLATION TO AUTHORIZE A SALES AND USE TAX FOR AFFORDABLE AND SUPPORTIVE HOUSING
Motion 1 is to suspend Council Rule 26(a) in order to enact Draft Ordinance No. 19-085 on first reading.
- Motion 2 is to enact Ordinance No. 19-085, imposing a sales and use tax for affordable and supportive housing in accordance with Substitute House Bill 1406, fixing the tax rate and defining the permissible uses of the proceeds consistent with state law.
- Page 223 Item 11: 2020 CONSULTANT CONTRACT: BHC CONSULTANT, LLC
Motion is to approve Amendment 1 to the contract with BHC Consultants, to provide professional inspection and plan review services for the year 2020 up to a total of \$40,000, and authorize the City Manager to sign the Contract substantially in the form submitted.
- Page 243 Item 12: 24TH AVE S & 208TH ST INTERSECTION IMPROVEMENTS PROJECT: INTERLOCAL AGREEMENT WITH CITY OF SEATAC
Motion is to approve the Interlocal Agreement with the City of SeaTac for the 24th Ave S & S 208th St Intersection Improvements Project, and further authorize the City Manager to sign said Interlocal Agreement substantially in the form as submitted.

Page 257 Item 13: 2020 VEHICLE AND EQUIPMENT PURCHASE
Motion is to approve the purchase of vehicles and equipment identified in Attachment 1 for a total estimated amount of \$257,000 and to authorize the City Manager or the City Manager's designee to sign the purchase orders substantially in the form as attached.

Page 283 Item 14: GILL PROPERTY RIGHT-OF-WAY DEDICATION
Motion is to authorize the City Manager to accept a right-of-way dedication from Narinderpaul Gill, which is at the north corner of Marine View Drive and 10th Ave South, as described in Attachment 1.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Page 289 Item 1: PUBLIC HEARING REGARDING 2020 GENERAL PROPERTY TAX LEVIES
 Staff Presentation: Finance Director Beth Anne Wroe

Page 301 Item 2: 2020 PRELIMINARY ANNUAL BUDGET, 2ND READING
 Staff Presentation: Finance Director Beth Anne Wroe

Page 325 Item 3: 2019 ANNUAL BUDGET AMENDMENTS
 Staff Presentation: Finance Director Beth Anne Wroe

Page 341 Item 4: PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE 19-106 AMENDING THE DES MOINES 2035 COMPREHENSIVE PLAN AND PREFERRED LAND USE MAP
 Staff Presentation: Planning & Development Service Manager Denise Lathrop

NEW BUSINESS

Page 363 Item 1: FIRST READING – CITY COUNCIL RULES OF PROCEDURE UPDATES
 Staff Presentation: City Attorney Tim George

EXECUTIVE SESSION

Performance of a Public Employee under RCW 42.30.110(1)(g)-20 minutes

NEXT MEETING DATE

November 21, 2019 City Council Regular Meeting

ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval

November 14, 2019

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 14, 2019** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through November 7, 2019 and payroll transfers through November 5, 2019 included in the attached list and further described as follows:

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



Beth Anne Wroe, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	159122	- 159348	1,103,609.34
Void Checks from Previous Check Runs			(341.36)
Electronic Wire Transfers	1328	1340	534,203.67
Total claims paid			1,637,471.65
Payroll Vouchers			
Payroll Checks	19285	19292	5,545.38
Direct Deposit	420001	420170	368,053.43
Payroll Checks	19293	19302	11,644.29
Direct Deposit	450001	450181	379,150.24
Total Paychecks/Direct Deposits paid			764,393.34
Total checks and wires for A/P & Payroll			2,401,864.99

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

October 10, 2019

CALL MEETING TO ORDER

The Special Meeting was called to order by Mayor Pina at 6:32 p.m. in the Council Chambers.

ROLL CALL

Council present:

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

Others Present:

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

PURPOSE

The purpose of the Special Meeting was to hold an Executive Session to discuss Potential Litigation under RCW 42.30.110(1)(i). The Executive Session was expected to last 40 minutes.

At 5:21 p.m. Deputy Mayor Pennington joined the meeting.

At 5:39 p.m. Mayor Pina extended the meeting 5 minutes.

No formal action was taken.

The Executive Session lasted 35 minutes.

The meeting adjourned at 5:47 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

MINUTES

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

October 10, 2019 – 7:30 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:30 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Bangs.

ROLL CALL

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

Staff present: City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Harbormaster Scott Wilkins; Police Chief Ken Thomas; Finance Director Beth Anne Wroe; Deputy Finance Director Shawn Hunstock; Staff Accountant Eric Mandelas; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Capital Improvement Project Manager Scott Romano; Surface Water & Environment Manager Loren Reinhold; Civil Engineer II Tommy Owen; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; City Clerk/Communications Director Bonnie Wilkins; Deputy City Clerk Taria Keane.

CORRESPONDENCE

- Public Health Department Fentanyl Warning

COMMENTS FROM THE PUBLIC

- There were no comments from the public

ADMINISTRATION REPORT

- Investigation Update
 - o Staff gave a PowerPoint Presentation to Council updating them on the ongoing Investigation.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Bangs

- South King Housing and Homeless Partnership Committee Meeting
Direction/Action
Motion made by Councilmember Bangs to bring an ordinance back to Council at a future council meeting authorizing a sale and use tax for affordable and supportive housing; seconded by Councilmember Nutting. Motion passed 7-0.
- Judson Park's Active Aging Week
- Des Moines Police Foundation Auction
- State of the Port Breakfast
- Wesley's 75th Anniversary Celebration

Councilmember Nutting

- Des Moines Police Foundation Auction

Councilmember Buxton

- Des Moines Farmers Market
- Domestic Violence Awareness Month Events
- North Hill Elementary School Walk-a-Thon
- Pediatric Interim Care Center – Walk for the Baby
- Growth Management Policy Board
- South King Housing and Homeless Partnership Committee Meeting
- Public Issues Meeting
- National Organization for Women honored State Representative Tina Orwall with Life Time Achievement Award

Direction/Action

Motion made by Mayor Pina to send a congratulation letter to State Representative Tina Orwall acknowledging her award; seconded by Councilmember Buxton. Motion passed 7-0

Deputy Mayor Vic Pennington

- Wesley's 75th Anniversary Celebration
- Des Moines Farmers Market
- Des Moines Police Foundation Auction
- Fire Safety Awareness Month

Councilmember Mahoney

- Judson Park Event
- Veteran's Day Event
- Des Moines Marina Association Meeting
- Wesley's 75th Anniversary Celebration

Councilmember Back

- Association of Washington Cities Board Meeting
- Highway 509 Ribbon Cutting

PRESIDING OFFICER'S REPORT

- Des Moines Police Foundation Auction
- Wesley's 75th Anniversary Celebration

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Item 1: PUBLIC HEARING FOR SV2019-01: STREET VACATION OF PUBLIC RIGHT-OF-WAY WITHIN CITY OF DES MOINES, KNOWN AS SOUTH 236TH STREET
Staff Presentation: Civil Engineer II Tommy Owen

Mayor Pina opened the Public Hearing at 8:22 p.m.

Civil Engineer II Tommy Owen gave a PowerPoint Presentation to Council.

Mayor Pina called those that signed up to speak:
Josh Gertsman, Highline College, Opponent

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

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

At 8:26 p.m. Mayor Pina closed the Public Hearing.

Direction/Action

Motion 1 made by Councilmember Bangs to suspend Council Rule 26(a) in order to enact Draft Ordinance 19-064 on first reading; seconded by Deputy Mayor Pennington.
Motion passed 7-0.

Motion 2 made by Councilmember Bangs to enact Draft Ordinance No. 19-064 approving the vacation of certain portions of public rights-of-way/street specifically identified and described in Draft Ordinance Number 19-064, and authorize the City Manager to accept a right-of-way dedication and temporary construction easement associated with Federal Way Link Extension College Way Connection Project; seconded by Deputy Mayor Pennington.
Motion passed 7-0.

Item 2: SURPLUS PROPERTY – SURFACE WATER UTILITY VEHICLES AND EQUIPMENT
Staff Presentation: Public Works Director Brandon Carver

Mayor Pina opened the Public Hearing at 8:29 p.m.

Public Work Director Brandon Carver gave a PowerPoint Presentation to Council.

Mayor Pina asked 3 time if anyone wished to speak.

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

At 8:33 p.m. Mayor Pina closed the Public Hearing.

Direction/Action

Motion made by Councilmember Back to adopt Draft Resolution No. 19-098, declaring certain Surface Water Utility vehicles and equipment identified in Attachment 1 as surplus and authorize disposal of said surplus vehicles and equipment by sale, auction, or trade-in as provided in DMMC 3.108.060; seconded by Councilmember Bangs.
Motion passed 7-0.

OLD BUSINESS

Item 1:

DISCUSSION OF 2020-2025 CAPITAL IMPROVEMENT PLAN
Staff Presentation: Finance Director Beth Anne Wroe

Finance Director Beth Anne Wroe along with Staff Accountant Eric Mandelas gave a PowerPoint Presentation to Council.

Direction/Action

Motion made by Councilmember Buxton to adopt Draft Resolution No. 19-099 approving the City of Des Moines 2020-2025 Capital Improvement Plan; seconded by Deputy Mayor Pennington.
Motion Passed 7-0.

NEXT MEETING DATE:

October 17, 2019 City Council Regular Meeting

ADJOURNMENT**Direction/Action**

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

The meeting adjourned at 8:57 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

MINUTES

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

October 17, 2019 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Nutting.

ROLL CALL

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

Staff present: City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Harbormaster Scott Wilkins; Commander Doug Jenkins; Finance Director Beth Anne Wroe; Deputy Finance Director Shawn Hunstock; Public Works Director Brandon Carver; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Judge Lisa Leone; Court Administrator Jennefer Johnson, Probation Officer Melissa Patrick; City Clerk/Communications Director Bonnie Wilkins; Deputy City Clerk Taria Keane.

CORRESPONDENCE

- Thank you letter from Highline School Board of Director President

ADMINISTRATION REPORT

- Assistant Director of Parks, Recreation and Senior Services Director Nicole Nordholm introduced Senior Center Manager Barbara Knecht and Senior Services Advisory Committee President Jeff Crompe.
- Judge Leone gave Council a PowerPoint Presentation on the State of the Court

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Item 1: 2020 PRELIMINARY ANNUAL BUDGET
Staff Presentation: Finance Director Beth Anne Wroe

Mayor Pina opened the Public Hearing at 7:27 p.m.

Finance Director Wroe gave a PowerPoint Presentation to Council.

Mayor Pina asked 3 times if anyone wished to speak.

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

At 8:04 p.m. Mayor Pina closed the Public Hearing.

Direction/Action

Motion 1 made by Councilmember Nutting to pass Draft Ordinance No. 19-107 to a second reading on November 14, 2019 for further City Council consideration and approval; seconded by Deputy Mayor Pennington.
Motion passed 7-0.

NEW BUSINESS

Item 1:

ADOPTION OF CITY COUNCIL DRAFT RESOLUTION 19-102 OPPOSING INITIATIVE-976 ON THE NOVEMBER 5, 2019 GENERAL ELECTION BALLOT
Staff Presentation: Public Works Director Brandon Carver

Public Works Director Carver gave a PowerPoint Presentation to Council.

Mayor Pina called those signed up to speak:
Harry Steinmetz, Des Moines, Proponent

Direction/Action

Motion made by Councilmember Buxton to adopt Draft Resolution 19-102, opposing Initiative-976 on the November 5, 2019 General Election Ballot; seconded by Councilmember Nutting.
Motion Passed 6-1.

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

Against: Councilmember Buxton.

COMMENTS FROM THE PUBLIC

- Rick Johnson, Des Moines, Des Moines Woes

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Nutting

- Destination Des Moines Volunteer Appreciation Night

Councilmember Buxton

- King County Sexual Assault Center Thank You Letter
- Des Moines ParkRun
- Des Moines Farmers Market Holiday Market
- Marina Restroom Project Meeting
- Commented on Consent Calendar Item #4, Item #5, and Item #7

Deputy Mayor Vic Pennington

- No Report

Councilmember Mahoney

- Police Department Community Meeting
- Marina Restroom Project Meeting
- Destination Des Moines Volunteer Appreciation Night
- Commented on Consent Calendar Item #3, Item #4, and Item #5

Councilmember Back

- Veterans Day Celebration
- Commented on the Consent Calendar Item #4 and Item #5
- SCATBd Meeting

Councilmember Bangs

- Arts Commission Meeting
- Police Department Community Meeting
- Congressman Elijah Cummings

PRESIDING OFFICER'S REPORT

- Arts Commission Meeting
- Marina Restroom Project Meeting
- Police Department Community Meeting
- Destination Des Moines Volunteer Appreciation Night

CONSENT CALENDAR

- Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers through October 10, 2019 included in the attached list and further described as follows:
- | | | |
|---|----------------|----------------|
| Total A/P Checks/Vouchers | #158886-159121 | \$1,025,144.27 |
| Electronic Wire Transfers | # 1313-1327 | \$ 629,423.36 |
| Payroll Checks | # 19262-19272 | \$ 11,558.42 |
| Payroll Direct Deposit | #380001-380169 | \$ 357,302.59 |
| Payroll Checks | # 19273-19284 | \$ 8,707.78 |
| Payroll Direct Deposit | #400001-400174 | \$ 364,061.44 |
| Total Checks and Wires for A/P and Payroll: | | \$2,396,197.86 |
- Item 2: APPROVAL OF MINUTES
Motion is to approve the September 26, 2019 City Council Regular Meeting Minutes.
- Item 3: SMALL BUSINESS SATURDAY PROCLAMATION
Motion is to approve the Proclamation recognizing the Saturday after Thanksgiving as Small Business Saturday.
- Item 4: CONTRACT AWARD FOR DES MOINES PLAY AREA PROJECTS
Motion is to award the Public Works Contract for the Des Moines Play Areas Project to KC Equipment LLC for all Schedules (A through C inclusive), in the amount of \$928,991.80, authorize a construction contract contingency in the amount of \$46,000.00, and additionally authorize the City Manager to sign the Public Works Contract substantially in the form as submitted.
- Item 5: CONTRACT AWARD FOR KIDDIE AND CITY PARKS IMPROVEMENT PROJECT
Motion is to award the Public Works Contract for the Kiddie and City Parks Improvement Project to Judha of Lion Landscaping and Services LLC in the amount of \$167,640.00, authorize a construction contract contingency in the amount of \$16,000.00, and additionally authorize the City Manager to sign the Public Works Contract substantially in the form as submitted.

- Item 6: SURPLUS PROPERTY – VEHICLES
Motion is to accept the 2019 Surplus Vehicle List declaring certain vehicles and equipment identified in Attachment 1 as surplus and authorize disposal of said surplus vehicles and equipment by auction or trade-in.
- Item 7: REPLACEMENT OF IN-CAR “DASHBOARD” CAMERA SYSTEMS
Motion is to approve the replacement purchase of police in-car cameras at the cost of \$117,080.70 with the 5-year lease of \$19,843.35 per year.

Direction/Motion

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

Mayor Pina read the Small Business Saturday Proclamation summary into the record.

NEXT MEETING DATE:

November 7, 2019 City Council Study Session.

ADJOURNMENT

Direction/Action

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

The meeting adjourned at 9:19 p.m.

Respectfully Submitted,
 Taria Keane
 Deputy City Clerk

MINUTES

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

November 7, 2019 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Buxton.

ROLL CALL

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

Staff present: City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Harbormaster Scott Wilkins; Finance Director Beth Anne Wroe; Deputy Finance Director Shawn Hunstock; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Assistant Police Chief Mark Couey; Commander Mike Graddon; Master Sergeant Cathy Savage; Master Police Officer Justin Cripe; City Clerk/Communications Director Bonnie Wilkins; Deputy City Clerk Taria Keane.

COMMENTS FROM THE PUBLIC

- There were no comments from the Public

DISCUSSION ITEMS

Item 1: ~~EMERGING ISSUES~~

Item 4: ARTS COMMISSION APPOINTMENT

Direction/Action

Motion made by Councilmember Nutting to confirm the Mayoral appointment of Jim Fullwiler to a 3 year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2022 and the reappointment of Nicholas Fannin to a 3 year term on the City of Des Moines Arts Commission effective January 1, 2020 and expiring on December 31, 2022; seconded by Councilmember Bangs. Motion passed 7-0

Item 2: LIFE SAVING AWARD

Assistant Chief Mark Couey along with Commander Mike Graddon presented Master Sergeant Cathy Savage and Master Police Officer Justin Cripe with Life Saving Awards.

Item 3: FINANCE UPDATE

Finance Director Beth Anne Wroe presented Council with a PowerPoint Presentation on the Finance Update.

NEXT MEETING DATE

November 14, 2019 City Council Regular Meeting

ADJOURNMENT

Direction/Action

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

The motion passed 5-2.

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

Against: Deputy Mayor Pennington, and Councilmember Mahoney.

The meeting was adjourned at 7:44 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

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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: ILA with Highline Water District for
2019 AC Water Main Replacement Project

FOR AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

1. Interlocal Agreement, City of Des Moines
and Highline Water District
2. CIP Project Worksheet

DATE SUBMITTED: November 7, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSS

☒ Legal JS6

☒ Finance BAW

☐ Courts N/A

☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for City Council to approve a construction agreement between the City of Des Moines (City) and Highline Water District (District). The Interlocal Agreement (Attachment 1) will allow the City to combine proposed City pavement overlay work with the District's 2019 asbestos concrete water main replacement project into a single contract benefiting the City, District, and overall community for the North Hill Neighborhood. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion: "I move to approve the Interlocal Agreement between the City of Des Moines and Highline Water District regarding the 2019 AC Water Main Replacement Project, and further authorize the City Manager to sign said Agreement substantially in the form as submitted."

Background

The City currently has an annual arterial street paving program solely focused on roadway preservation. In efforts to maximize program resources, City staff has been seeking partnership opportunities with the various franchise utilities within the City. Many situations arise where partial roadway restoration is required by a franchise utility for project related work, and where the City has identified the long-term benefit of achieving full roadway restoration.

Located within the North Hill Neighborhood, Highline Water District proposes to replace approximately 11,000 linear feet of water main as part of their 2019 AC Water Main Replacement Project. Also included is approximately 950 linear feet of sanitary sewer main replacement by Midway Sewer District. As part of this project, Highline Water District and Midway Sewer District are responsible for half-street overlay restoration within their respective project limits.

Upon engineering review of the pavement condition where the franchise utility half-street overlay will occur, it is recommended that the remaining half-street overlay be completed by the City. The existing pavements are most likely 20-30 years old and have exceeded their expected life span. The proposed full-street overlay will ensure a uniform pavement lifecycle and higher quality of paving. Due to the scale of Highline Water District's project and included pavement restoration, it is further recommended that all paving operations occur within the 2019 AC Water Main Replacement Project.

Project design is almost complete and Highline Water District expects to publically advertise the project in early 2020.

Discussion

By combining the City's roadway work with Highline Water District's utility work into a single contract as proposed in the Interlocal Agreement, staff believes there will be significant benefits, specifically:

- Economy of Scale - Soliciting for bids under a single contract will generate more competition due to larger contract.
- Community Impact - Reduction in impacts to the public and project schedule by combining two projects into one.
- Material Quality Control – A single contract will ensure consistent construction materials and methods are utilized for the entire roadway width vs half-street operations.

Included within the Interlocal Agreement are obligations of the City that provide mutual benefit to the project. In summary, these include:

- Design – The City will compensate the District \$12,000 to incorporate the City's work into the District's contract.
- Construction Costs – The City shall reimburse the District 50% of Roadway Schedule B Bid Items/Work, estimated at \$439,080.00 for costs associated with pavement overlay.
- Construction Management – The City shall reimburse the District \$43,000 for costs associated with the construction and contract management of the City's items of work per WSDOT Standard Specifications.

Acceptance of the bids and award of a construction contract will be subject to approval by the City and Highline Water District. It is possible that one, or both parties may reject bids.

Alternatives*No Interlocal Agreement Authorization*

The City Council could elect not to enter into this Interlocal Agreement with Highline Water District. The District and the City would then pursue their projects independently and risk losing the benefits of a combined project, extend the project impacts multiple seasons, and potentially have a lower quality roadway surface due to half-street roadway improvements or full-street improvements by multiple contractors.

Financial Impact

The City's CIP Budget Worksheet includes revenues associated with this Interlocal Agreement.

Recommendation

Staff recommends adoption of the motion.

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**INTERLOCAL AGREEMENT
CITY OF DES MOINES AND
HIGHLINE WATER DISTRICT**

**PROJECT 19-1 2019 AC WATER MAIN
REPLACEMENT PROJECT**

This Agreement (“Agreement”) is made by and between Highline Water District, a Washington special purpose municipal corporation (“District”), and the City of Des Moines, a Washington municipal code city (“City”), (individually a “Party” and collectively the “Parties”) for the purposes set forth herein.

RECITALS

WHEREAS, the District owns and operates certain water utilities located within the right-of-way within various roadways in the North Hill Neighborhood and the District is undertaking a capital improvement project to replace approximately 2,000 linear feet of asbestos concrete (AC) water main known as the Project 19-1 2019 AC Water Main Replacement (“Project”); and

WHEREAS, the City is interested in roadway re-paving and improvements as described on **Exhibit A** attached hereto and incorporated herein by this reference (“City Work”) adjacent to the Project solely benefiting the City; 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, integrating the City Work into the Project would be more expedient, less expensive, and less disruptive to the public than if the District and City undertook the Project and the City Work separately; and

WHEREAS, the Parties desire to establish a formal arrangement under which the City will pay the District in consideration of the District incorporating the design of the City Work into the design of the Project and constructing the City Work in conjunction with the 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 Parties acknowledge the District may enter into a separate cooperative agreement with Midway Sewer District, a Washington special purpose municipal corporation (“Midway”), to include certain sewer main installation work as

part of the Project ("Midway Work"), provided the Parties acknowledge the City would have no obligation to pay for any portion of the Midway Work which may be included in the Project work;

WHEREAS, the City's City Council has taken appropriate action to approve this Agreement; and the District Board of Commissioners has taken appropriate action to approve 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 City will pay the District to incorporate the design of the City Work into the Project contract documents and to construct the City Work in conjunction with the District'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 the date by which it has been executed by both Parties ("Effective Date"). 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 City's written acceptance of and payment to the District for the City Work provided pursuant hereto, or (b) December 31, 2020. 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 City's payment obligations under Section 6 for services already rendered, as well as for the normal and reasonable costs incurred by the District's contractor in terminating and closing out the City's portion of the Project work, and shall not alter the Parties' respective obligations under Section 11 of this Agreement.

Section 4. Obligations of the City.

- A. The City shall provide payments to the District to reimburse the District for its costs of incorporating the design of the City Work into the Project

construction documents, and for constructing the City Work pursuant to Section 6 of this Agreement, **Exhibit A**, and as follows:

- a. Engineering/Design. The City shall participate in the design process as follows:
 - i. The City will coordinate with the District and its engineering consultants on the preparation of the engineering plans and specifications necessary to accommodate the City Work utilizing WSDOT specifications and bid quantities for common work that is acceptable to the City.
 - ii. The City will utilize the District's Project engineering consultants to prepare the engineering plans for the City Work. The City shall review the final Project Plans and Specifications, and provide the District a written notice of acceptance of the plans and specifications associated with the City Work within fifteen (15) days of receipt.
 - iii. The City shall reimburse the District for the District's costs for consultant support to incorporate the City Work into the Project Contract Documents totaling a single, lump sum payment of Twelve Thousand Dollars (**\$12,000**).
 - iv. The City agrees to timely review and issue any City permits necessary for the Project, including the City of Des Moines Right-of-Way Use Permit. The City will not charge the District a Right-of-Way Permit fee.
- b. Bid Process. The City shall participate in the District's Project bid process as follows:
 - i. Accept or reject bids on bid items associated with the City Work. Those bid items will include the items identified in Schedule B 'Roadway Improvements' of the Bid Proposal.
 - ii. Within ten (10) days of receiving the bid tabulation from the District, the City shall notify the District in writing that the City either agrees to proceed with the City Work as part of the Project, or the City chooses to complete the City Work on its own as part of a separate Project, or not to complete the City Work.
 - iii. To determine the lowest responsive, responsible bidder, the District will include all Bid Schedules unless the City rejects

the bid for Schedule B.

c. Construction. If the City elects to proceed with the City Work as part of the Project, the City shall reimburse the District for the District's actual costs for construction of the City 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 C1 ½" PG 64-22 for Pavement Overlay | Ton (TN) |
| • HMA Thickened Edge | Linear Foot (LF) |
| • Edge Restoration | Linear Foot (LF) |

The City shall bear the full cost for the following Bid Schedule B Items/Work:

- | | |
|---|--------------------|
| • Unsuitable Foundation Excavation Inc. Haul | Square Yard (SY) |
| • Pavement Repair | Square Yard (SY) |
| • Minor Change (for City Work) | Force Account (FA) |
| • Any City initiated change orders or scope modifications attributed to the City Work | |

*Quantities for Pavement Restoration Work on 1st Ave S and 9th Place South shall be exempt from the cost sharing in this Agreement and not considered part of the City Work.

Total cost of City Work to be paid is estimated at Four Hundred Thirty Nine Thousand and Eighty Dollars (\$439,080.00) as identified in the Engineers Estimate included in **Exhibit B**.

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

- iii. The City shall be responsible for determining and directing the locations and depth to perform subgrade repair under the unit bid prices Unsuitable Foundation Excavation Inc. Haul and Pavement Repair in consultation with the District's engineering consultant in accordance with Section 4.d of this agreement.
 - iv. Additional restoration work identified beyond the initial scope of the City Work shall be at the sole cost of the City. Any additional work shall be in accordance with Section 8 of this Agreement.
 - v. The City will not be responsible for any unit quantities and/or changes in unit quantities for the District Restoration Work that the District is contracted with for the benefit of a third party.
- d. Construction Management and Inspection: The City shall reimburse the District for the City's prorated share of the District's costs incurred for Project construction engineering, construction management, and construction inspection as provided by the District's engineering consultants.

The City's prorated share of engineering and construction management cost for the City Work has been estimated and negotiated by the Parties based on the engineer's estimate for the City Work to be a single, lump sum payment of Forty Three Thousand Dollars (\$43,000.00).

The District shall provide construction observation of the Project utilizing the District's engineering consultants. Construction observation will include providing personnel to confirm general Work compliance in accordance with the contract documents and WSDOT Standard Specifications and include applicable material testing per WSDOT LAG guidelines. The City shall coordinate with the District in defining the Scope of Work for the selected Engineering Consultant.

The City Right-of-Way Inspector shall coordinate directly with the District's inspector during the Project construction. The City inspector will have the responsibility for inspection coordination with the District's Engineering Consultant and approval of the City Work and that the contractor employed by the District will be directed to comply with the City's requirements by the District's inspector or designee in accordance with plans and specifications approved by the City. The City's inspector shall immediately notify the District's

inspector, verbally and in writing, of any disapproval of said work and provide said notification to the District prior to progress payment for said work to the Contractor.

The City shall review and approve Requests for Approval of Materials ("RAM") for materials to be used proposed by the contractor for City bid item work as provided by the District as required by the District's Engineering Consultant. When needed, the City shall complete the review and approve or reject the RAM within five (5) business days of receiving any RAM from the contractor or the District, provided, if the City fails to respond to the RAM within five (5) business days, the RAM shall be deemed to have been approved by the City.

- e. Construction Claims: If claim(s) are filed on the Project by the contractor that are directly related to the City Work ("Claim"), the City shall reimburse the District for the District's reasonable expenses incurred to respond to said Claim, including the District's costs incurred for consultant construction engineering and management, if any. If required, the City of Des Moines will provide legal representation for City Work in coordination with Des Moines.

Any settlement to be reviewed and agreed upon by both Highline Water District and Des Moines.

- B. The City shall respond within five (5) business days to information requests submitted by the District or its agents regarding the City Work.
- C. Upon completion of the City Work to the City's satisfaction, the City shall provide written acceptance of the City Work to the District.

Section 5. Obligations of the District.

- A. The District shall incorporate the engineering design of the City Work into the construction plans, specifications, and contract documents for the Project.
- B. The District shall assume responsibility for constructing the City 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 laws as may be applicable. The District shall have sole authority to award and manage the construction contract per the terms of this Agreement.

- C. The District shall periodically submit to the City written invoices for payment in accordance with Section 6. The District shall include copies of invoices or other documentation from consultants and/or contractors, clearly indicating the City's portion of the invoices.
- D. The District shall assume lead agency status and responsibility for applying for and obtaining any and all regulatory permits necessary to complete the Project including the City Work.
- E. The District shall provide City personnel access to the Project's construction area for purposes of inspecting, monitoring, approving or disapproving the progress of work performed on the City Work. The District shall notify a City representative of all construction meetings and shall allow the City's representative to participate in all construction meetings.
- F. The District shall respond promptly to information requests submitted by the City or its agents regarding the Project.
- G. The District shall require the contractor constructing the Project to have the City, 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 District 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 District shall provide the City with copies of all such policies and documents upon receipt by the District.

The District shall require the contractor building the Project to indemnify, defend, and save harmless the City and its elected and appointed officers, agents, or employees from any claim, damage, action, liability of proceeding brought or filed against the City 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 City solely for the purposes of the indemnification.

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

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

- A. The engineering costs incurred by the District for the City Work on the Project has been pre-determined and illustrated in Section 4 of this Agreement. The City shall tender payment to the District in the form of a warrant payable to the District in an amount of **\$12,000.00** within thirty (30) days of execution of this Agreement.
- B. For construction contract costs incurred by the District for the City Work on the Project, the District shall submit invoices to the City for the City's share of said expense for the City Work per the applicable Bid Schedule. Said invoices shall contain a reasonably detailed explanation of the methodology utilized by the District in determining the City's share of each expense. To the extent reasonably possible, the District shall document and tabulate separately the actual quantities of work installed to clearly identify the City's portion of the Project construction cost for the City Work. Final adjustment of prorated costs shall be delivered to the City within thirty (30) days of project close out.
- C. Within thirty (30) days of receiving any invoice pursuant to subsection 6.A, the City shall tender payment to the District in the form of a warrant payable to the District for the invoiced amount, except as to any disputed amounts.
- D. The cost incurred by the District for construction engineering and management, and construction costs incurred by the District for the City Work on the Project has been pre-determined and illustrated in Section 4 of this Agreement. The City shall tender payment to the District in the form of a warrant payable to the District in an amount of **\$43,000.00** within thirty (30) days of execution of the Construction Contract with the Contractor.
- E. If the Parties disagree regarding the City's share of any expense incurred by the District regarding the Project, the Parties may agree to submit the question for resolution in accordance with the mediation/arbitration clause contained herein.
- F. If the City rejects bids for the City Work, the City will pay the District a one-time lump sum payment of ten thousand dollars (\$10,000) for the cost and expense of the District to modify contract documents and rebid the Project. Payment shall be within 30 days of the notice by the City rejecting the Bids.

Section 7. (reserved)

Section 8. Change Orders and Authorization of Cost Overruns:

- A. Change Orders. The City shall have the right to approve or reject change orders relating to the City Work. The District shall have the right to approve or reject change orders relating to the Project 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 is authorized on behalf of the City to negotiate and approve all unit price over-runs in bid quantities and change orders related to the installation of the City Work. The City also authorizes the expenditure by the District of a contingency of up to ten percent (10%) of the contractor's total price for the City's bid items for over-runs in bid quantities and change orders associated with the installation of the City Work. For any quantity overruns that cause the cost of the City Work to exceed the authorized ten percent (10%) contingency amount, the District will notify the City in writing requesting a letter of concurrence allowing the District to exceed the ten percent (10%) contingency before proceeding with the work. The District'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 District 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 District will indicate in this notification to the City along with a time for response required from the City. The District will include a progress schedule and any change orders for the City Work with the City's monthly invoice. In any event and even without a letter of concurrence from the City, the District is authorized to take any reasonable action and to expend any reasonable amount of money to assure that the City Work will not interfere or delay the timely completion of the Project.

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

Section 10. Administration; No Separate Entity Created. Pursuant to RCW

39.34.030, the City 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 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:

**Highline Water District
General Manager
23828 30th Avenue South
Kent, WA 98032**

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 Agreement 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 _____, 2019.

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 Highline
Water District Board of Commissioners on the _____ day of _____, 2019.

By: _____
Matt Everett, General Manager

Date: _____

EXHIBIT A

ENGINEERING PLANS

DESCRIPTION OF CITY WORK



SEPTEMBER 2019

INDEX OF DRAWINGS

NO	SHEET	SHEET TITLE
GENERAL		
1	G-1	TITLE SHEET, VICINITY MAP AND INDEX OF DRAWINGS
2	G-2	ABBREVIATIONS, SYMBOLS, AND LEGEND
3	G-3	GENERAL NOTES
4	G-4	SURVEY DATA CONTROL PLAN AND NOTES
5	G-5	TEMPORARY EROSION AND SEDIMENT CONTROL PLAN
6	G-6	TEMPORARY EROSION AND SEDIMENT CONTROL NOTES

CIVIL - WATER		
7	W-1	WATER MAIN REPLACEMENT AND RESTORATION PLAN STA A0+00 TO STA A8+05 & STA B0+00 TO STA B0+80
8	W-2	WATER MAIN REPLACEMENT AND RESTORATION PLAN STA B0+80 TO STA B5+60 & STA C0+00 TO STA C4+20
9	W-3	WATER MAIN REPLACEMENT AND RESTORATION PLAN STA C4+20 TO STA C13+40
10	W-4	WATER MAIN REPLACEMENT AND RESTORATION PLAN STA C13+40 TO STA C17+20 & STA D0+00 TO STA D5+00
11	W-5	WATER MAIN REPLACEMENT AND RESTORATION PLAN STA D5+00 TO STA D15+00
12	W-6	WATER MAIN REPLACEMENT AND RESTORATION PLAN STA D15+00 TO STA D18+80 & STA E0+00 TO E5+20
13	W-7	WATER MAIN REPLACEMENT AND RESTORATION PLAN STA F0+00 TO F10+00
14	W-8	WATER MAIN REPLACEMENT AND RESTORATION PLAN STA F10+00 TO F18+30
15	W-9	WATER MAIN REPLACEMENT AND RESTORATION PLAN STA G0+00 TO STA G4+60 & STA H0+00 TO H5+00
16	W-10	WATER MAIN REPLACEMENT AND RESTORATION PLAN STA H5+00 TO H9+60 & STA J0+00 TO J5+00
17	W-11	WATER MAIN REPLACEMENT AND RESTORATION PLAN J5+00 TO J12+60
18	W-12	WATER MAIN REPLACEMENT AND RESTORATION PLAN STA K0+00 TO STA K4+00 & STA L0+00 TO STA L3+00
19	W-13	WATER MAIN REPLACEMENT AND RESTORATION PLAN STA L3+00 TO STA L7+40 & STA M0+00 TO STA M1+60
20	W-14	DISTRICT STANDARD WATER DETAILS 1
21	W-15	DISTRICT STANDARD WATER DETAILS 2
22	W-16	MISCELLANEOUS DETAILS

19-1 NORTH HILL AC WATER MAIN REPLACEMENT AND SEWER UTILITY IMPROVEMENTS

90% SUBMITTAL

CIVIL - SANITARY

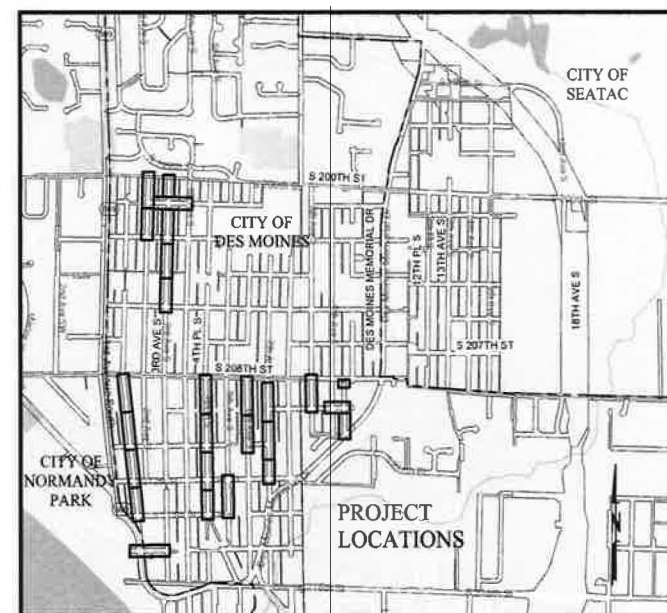
23	SS-1	SEWER REPLACEMENT PLAN AND PROFILE STA D0+00 TO STA D5+00
24	SS-2	SEWER REPLACEMENT PLAN AND PROFILE STA D5+00 TO STA D9+80
25	SS-3	SEWER DETAILS

RESTORATION

26	R-1	MISCELLANEOUS DETAILS
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TRAFFIC CONTROL

27	TC-1	TRAFFIC CONTROL PLAN (TYPICAL)
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VICINITY MAP
SCALE: NTS



H:\VIEW_Projects\19-2429-19-1 HWD North Hill AC Water Main Replacement\CAD\Sheets\19-2429-WA-GEN.dwg C-2 9/26/2019 1:38 PM BRETT WILLIAMS 23.0s (LMS Tech)

ABBREVIATIONS

ABAND	ABANDONED	OC	ON CENTER
AC	ASPHALTIC CONCRETE/ASBESTOS CEMENT	OD	OUTSIDE DIAMETER
AL	ALUMINUM	OHP	OVERHEAD POWER
ALIGN	ALIGN STATION	PCCP	PORTLAND CEMENT CONCRETE PAVEMENT
APPROX	APPROXIMATE	PG	PAVING GRADE
ASSY	ASSEMBLY	PH	POTHOLE
ATB	ASPHALT TREATED BASE	PL	PLASTIC
AVE	AVENUE	PSF	POUNDS PER SQUARE FOOT
AWWA	AMERICAN WATER WORKS ASSOCIATION	PVC	POLYVINYL CHLORIDE
		PWR	POWER
BLDG	BUILDING	RDCR	REDUCER
BMP	BEST MANAGEMENT PRACTICES	RESTR	RESTRAINED
BSMT	BASEMENT	RJ	RESTRAINED JOINT PIPE
BTM	BOTTOM	RSKV	RESILIENT SEATED GATE VALVE
		RT	RIGHT
		RAW	RIGHT OF WAY
C	CENTERLINE	S	SOUTH
CARV	COMBINATION AIR RELEASE VALVE	SCHED	SCHEDULE
CB	CATCH BASIN	SD	STORM DRAIN
CD	CONTROLLED DENSITY FILL	SDMH	STORM MANHOLE
CITY	CITY OF DES MOINES	SERV	SERVICE
CHAN	CHANNEL	SHT(S)	SHEET(S)
CL	CLASS	SL	SLOPE
CLR	CLEARANCE	SLV	SLEEVE
CMF	CORRUGATED METAL PIPE	SPECS	SPECIFICATIONS
COORD	COORDINATE	SPL	SPOOL
CONC	CONCRETE	SQ	SQUARE
CPEP	CORRUGATED POLYETHYLENE PIPE	SS	SANITARY SEWER
CPLG	COUPLING	SSCO	SANITARY SEWER CLEANOUT
CSBC	CRUSHED SURFACING BASE COURSE	SSMH	SANITARY SEWER MANHOLE
CSTC	CRUSHED SURFACING TOP COURSE	ST	STREET
CY	CUBIC YARD	STA	STATION
CULV	CULVERT	STD	STANDARD
		STL	STEEL
		SAW	SIDEWALK
DET	DETAIL	T, TEL	TELEPHONE
DI	DUCTILE IRON	TB	THRUST BLOCK
DIA	DIAMETER	TEMP	TEMPORARY
DDE	DEPARTMENT OF ECOLOGY	TESC	TEMPORARY EROSION AND SEDIMENT CONTROL
DR	DRIVEWAY	TRANS	TRANSITION
DWG	DRAWING	TTCP(S)	TEMPORARY TRAFFIC CONTROL PLAN(S)
		TYP	TYPICAL
E	EAST	VERT	VERTICAL(LY)
EA	EACH		
EL	ELEVATION	UGP	UNDERGROUND POWER LINE
EQ	EQUAL	UGTEL	UNDERGROUND TELEPHONE
EX	EXISTING		
EXIST	EXISTING		
F.F.	FINISH FLOOR	W	WATER WEST
FH	FIRE HYDRANT	WMN	WATER MAIN
FL	FLOW LINE	WS	WATER SERVICE
FLG	FLANGE	WSDOT	WASHINGTON DEPARTMENT OF TRANSPORTATION
FM	FORCE MAIN	WV	WATER VALVE
FT	FEET		
G	GAS		
G&O	GRIND AND OVERLAY		
GALV	GALVANIZED		
GEN	GENERAL		
GV	GATE VALVE		
HMA	HOT MIX ASPHALT		
HORIZ	HORIZONTAL(LY)		
ID	INSIDE DIAMETER		
IE	INVERT ELEVATION		
INSL	INALIGNLL		
INV	INVERT		
L	LENGTH		
LAT	LATERAL		
LF	LINEAR FOOT		
LT	LEFT		
LTF	LENGTH TO FIT		
MFR	MANUFACTURER		
MH	MANHOLE		
MJ	MECHANICAL JOINT		
MIN	MINIMUM		
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES		
N	NORTH		
NE	NORTHEAST		
NIC	NOT IN CONTRACT		
NOM	NOMINAL		
NTS	NOT TO SCALE		

TREE LEGEND

DECIDUOUS TREE	AL=ALDER
MP=MAPLE	DS=DECIDUOUS
MA=MADRONA	OK=OAK
CH=CHERRY	
CE=CEDAR	
DF=DOUGLAS FIR	
HE=HEMLOCK	
PI=PINE	
EVG=EVERGREEN	

NOTE: TREE DRIP LINES ARE NOT TO SCALE. TREE SYMBOLS REFERENCE TRUNK LOCATION ONLY. TRUNK DIAMETERS WERE APPROXIMATED AT 3.5' TO 4' ABOVE GROUND LEVEL. TREES SHOWN ARE FOR REFERENCE ONLY AND OTHER TREES AND VEGETATION MAY EXIST.

LEGEND

PROPOSED	EXISTING	
8" DI W	RIGHT-OF-WAY CENTERLINE	
8" SS	RIGHT-OF-WAY LINE	
	OVERHEAD POWER LINE	
	BURIED POWER LINE	
	BURIED GAS LINE	
	BURIED TELEPHONE LINE	
	BURIED WATER LINE	
	BURIED SANITARY SEWER	
	BURIED STORM DRAIN	
	DITCH LINE/FLOW LINE	
	RETAINING WALL	
	ROCK RETAINING WALL	
	VEGETATION LINE	
	CHAIN LINK FENCE	
	WOOD FENCE	
	BARBED WIRE/WIRE FENCE	
	FIRE HYDRANT	
	GATE VALVE	
	WATER METER	
	COMBINATION AIR VALVE	
	BLOW OFF ASSEMBLY	
	FIRE STAND PIPE	
	IRRIGATION CONTROL	
	CATCH BASIN, TYPE I	
	CATCH BASIN, TYPE II	
	SIGN	
	BOLLARD	
	MAIL BOX	
	TRANSFORMER	
	LIGHT STANDARD	
	POWER VAULT	
	UTILITY BOX	
	UTILITY POLE	
	POLE GUY WIRE	
	GAS VALVE	
	GAS METER	
	TELEPHONE VAULT	
	TEL. MANHOLE	
	TELEPHONE RISER	
	MANHOLE	
	CLEANOUT	

DETAIL DESIGNATIONS



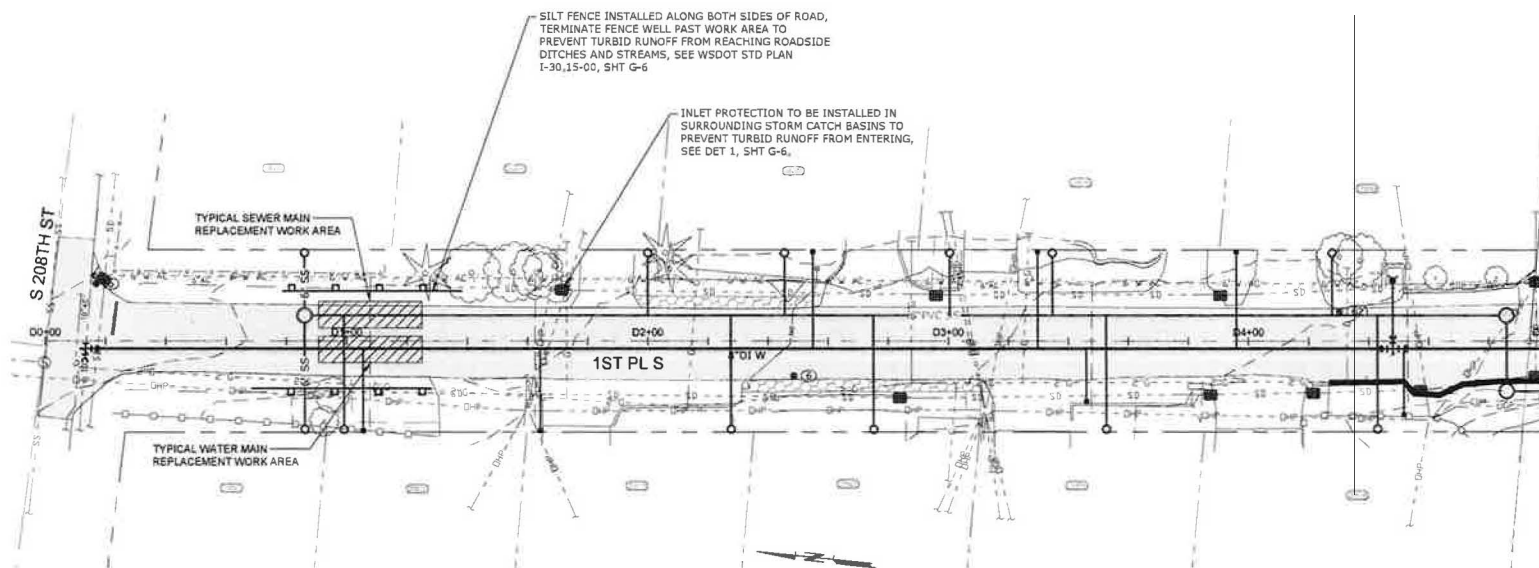
* NOTE: IF PLAN AND SECTION FOR DETAIL CALL-OUT AND DETAIL ARE SHOWN ON THE SAME DRAWING, DRAWING NUMBER IS REPLACED WITH A DASH.

90% SUBMITTAL

				NOTICE	SEO				19-1 NORTH HILL AC WATER MAIN REPLACEMENT AND SEWER UTILITY IMPROVEMENTS	ABBREVIATIONS, SYMBOLS AND LEGEND	SHEET G-2								
				IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE															
NO.	DATE	BY	REVISION	DESIGNED								BAW	DRAWN	SSA	CHECKED				
PROJECT NO.: 19-2429 SCALE: AS SHOWN DATE: SEPTEMBER 2019												2 of x							

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H:\PVT Projects\19-2429 - 19-1 HWD North Hill AC Water Main Replacement\CAD\Sheet\19-2429-Water-C.dwg G-5 9/26/2019 1:40 PM BRETT WILLIAMS 23.0x (LWS Tech)



TYPICAL LOCAL EROSION CONTROL PLAN 1
SCALE: 1"=20'



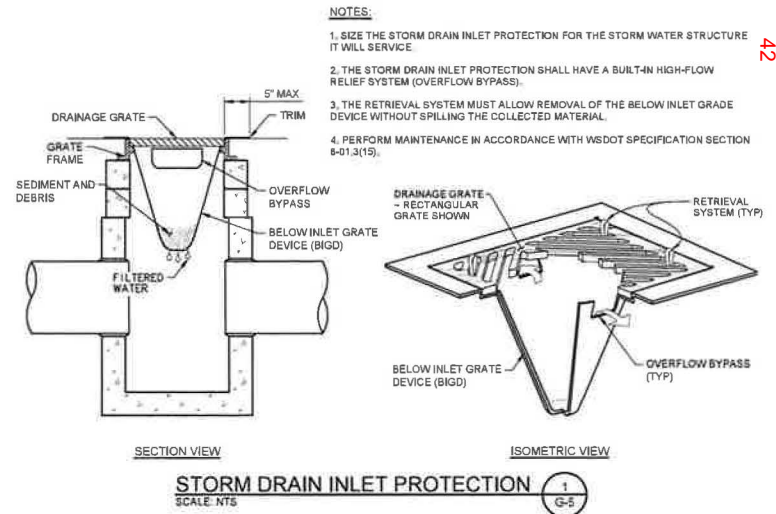
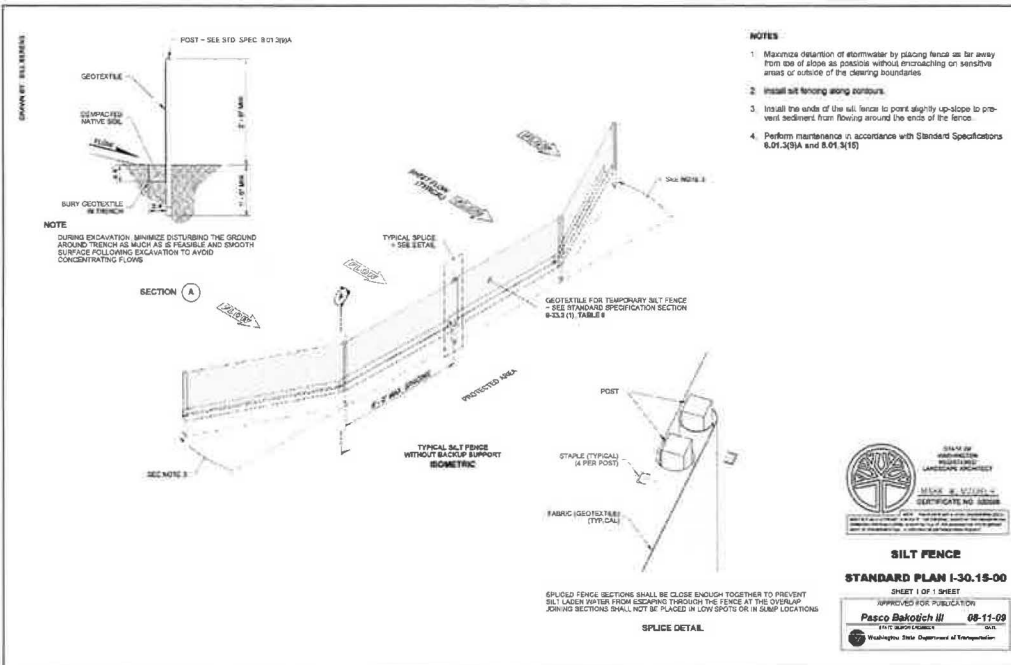
NOTE:
1. THIS IS A TYPICAL EXAMPLE OF THE IMPLEMENTATION OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES; CONTRACTOR RESPONSIBLE TO USE DETAILS PROVIDED IN ACCORDANCE WITH APPLICABLE STANDARDS. SEE EROSION CONTROL NOTES, SHEET G-6.

90% SUBMITTAL

				NOTICE 0 1/2 1 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE		SEO DESIGNED BAW DRAWN SSA CHECKED	PREPARED FOR ONLY MURRAYSMITH ENGINEERS ARCHITECTS PLANNERS CONSULTANTS INCORPORATED	murraysmith		HIGHLAND WATER DISTRICT	19-1 NORTH HILL AC WATER MAIN REPLACEMENT AND SEWER UTILITY IMPROVEMENTS	TEMPORARY EROSION AND SEDIMENT CONTROL PLAN	SHEET G-5
NO.	DATE	BY	REVISION									PROJECT NO.: 19-2429 SCALE: AS SHOWN DATE: SEPTEMBER 2019	5 of X

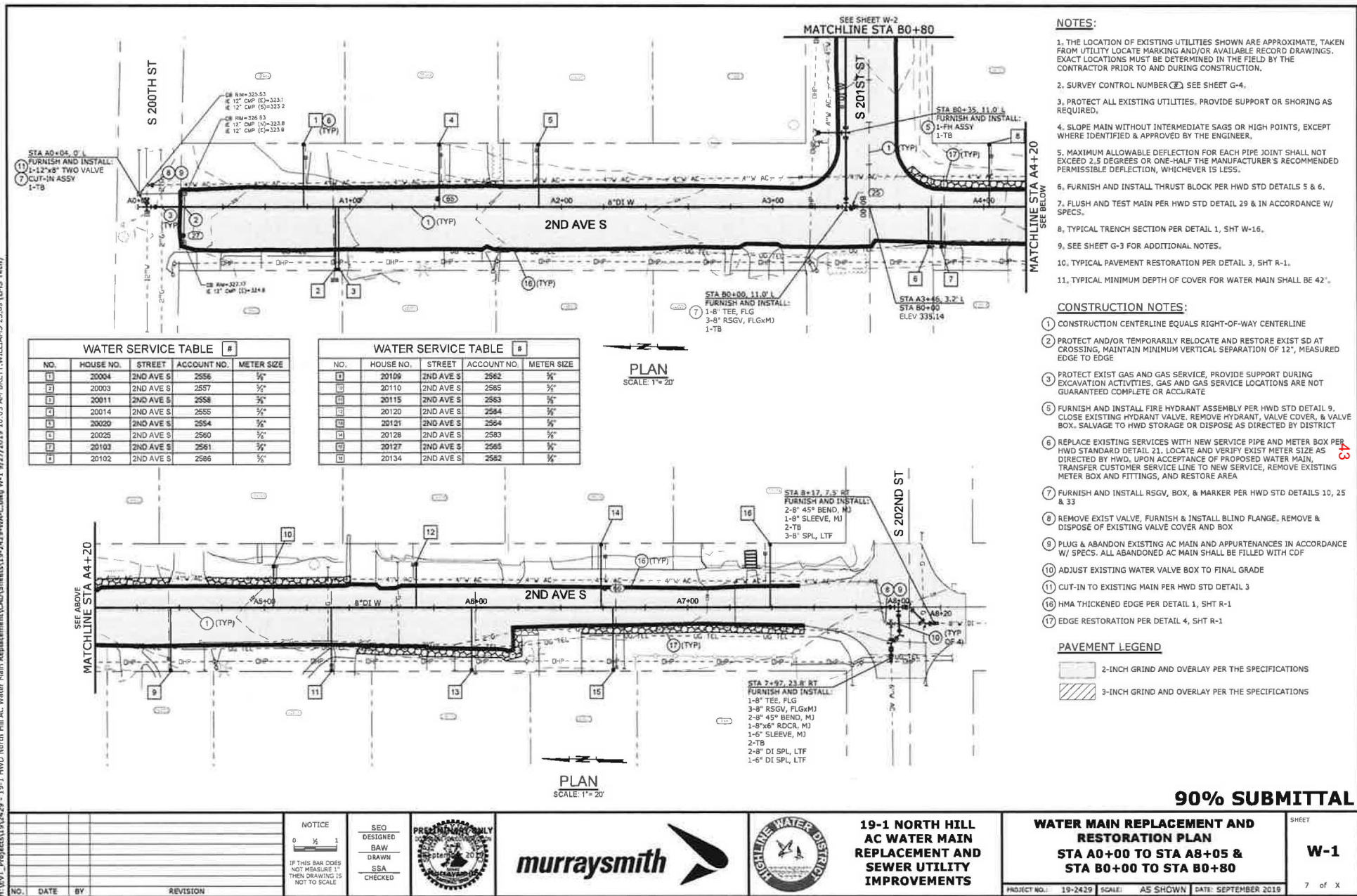
EROSION CONTROL NOTES:

- THE EROSION AND SEDIMENT CONTROL SYSTEMS DEPICTED ON THESE DRAWINGS ARE INTENDED TO BE MINIMUM REQUIREMENTS TO MEET ANTICIPATED SITE CONDITIONS. ADDITIONAL MEASURES ARE NORMALLY NEEDED TO REMOVE TURBIDITY AND MEET WATER QUALITY STANDARDS. DURING CONSTRUCTION, THE CONTRACTOR MAY REQUIRE ADDITIONAL MEASURES TO PREVENT SEDIMENT OR TURBID WATER FROM LEAVING THE SITE.
- ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL MEASURES REQUIRED FOR THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, INCLUDING ANY STATE OR LOCAL AGENCY APPROVALS OR PERMITS.
- NON-COMPLIANCE WITH THE EROSION CONTROL REQUIREMENTS, WATER QUALITY REQUIREMENTS, & CLEARING LIMITS MAY RESULT IN A TEMPORARY STOP-WORK ORDER UNTIL SAID EROSION CONTROL MEASURES ARE FUNCTIONAL.
- CLEARING LIMITS SHALL BE ESTABLISHED FIRST, THEN EROSION CONTROL BMPs INSTALLED PRIOR TO ANY SITE DISTURBANCE. THE EROSION & SEDIMENT CONTROL FACILITIES MUST BE SATISFACTORILY MAINTAINED UNTIL CONSTRUCTION AND LANDSCAPING IS COMPLETED, THE PERMANENT VEGETATIVE COVER IS ESTABLISHED, AND THE POTENTIAL FOR ON-SITE EROSION HAS PASSED.
- INSTALL INLET PROTECTION OF ALL STORM DRAINS SUCH THAT SEDIMENT AND SILT LADEN WATER IS FILTERED.
- CHANNELS, DITCHES, SWALES, AND OTHER CONVEYANCE SYSTEMS SHALL BE STABILIZED TO PREVENT EROSION DURING AND AFTER CONSTRUCTION. INSTALL OUTLET PROTECTION FOR ALL CULVERTS.
- THE WATER FROM DEWATERING SYSTEMS FOR TRENCHES SHALL BE DISCHARGED INTO A CONTROLLED SYSTEM OR SEDIMENT RETENTION BMP. ADDITIONAL MEASURES MAY BE NEEDED TO REMOVE TURBIDITY AND MEET WATER QUALITY STANDARDS.
- PUBLIC STREETS ARE TO BE KEPT CLEAR OF DIRT AND DEBRIS DURING CONSTRUCTION. MATERIAL SHALL BE REMOVED FROM THE STREETS BY SWEEPING. PAVED SURFACES MUST BE CLEANED AT THE END OF EACH DAY.
- CONTRACTOR SHALL PROVIDE CERTIFIED CESC PERSON ONSITE DURING CONSTRUCTION. ASSIGNED PERSONNEL WILL CONDUCT INSPECTIONS OUTLINED IN PREVIOUS NOTES AND PROVIDE PERIODIC REPORTS AS REQUIRED.
- CONSTRUCTION EROSION CONTROL BMPs SHALL BE INSPECTED WEEKLY AND AFTER EACH SIGNIFICANT RAIN EVENT. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND AT MINIMUM WITHIN 24 HOURS OF A SIGNIFICANT RAIN EVENT TO MAINTAIN THE PERFORMANCE AND FUNCTION.
- BACK-UP EROSION AND SEDIMENT CONTROL EQUIPMENT AND MATERIALS SHALL BE READILY AVAILABLE IN CASE OF EMERGENCY.
- STABILIZE ALL EXPOSED AND NON-WORKED SOILS. FROM MAY 1 TO SEPTEMBER 30 NO UNWORKED SOILS MAY REMAIN EXPOSED FOR MORE THAN 7 DAYS. FROM OCTOBER 1 TO APRIL 30 NO UNWORKED SOILS MAY REMAIN EXPOSED FOR MORE THAN 2 DAYS.
- STABILIZE SOIL STOCKPILES AND PROTECT WITH BMPs WITHIN 24 HOURS.
- PROPERLY DISPOSE OF ALL CONSTRUCTION DEBRIS TO A PERMITTED FACILITY.
- TAKE EXTREME CARE TO PREVENT SPILLAGE OR DISCHARGE OF PETROLEUM PRODUCTS, CHEMICALS, SOLVENTS, OR OTHER TOXIC OR DELETERIOUS MATERIALS. SUPPLY AND STOCK CHEMICAL SPILL KITS ONSITE.
- AN ESTABLISHED GROUND COVER THAT FULFILLS THE REQUIREMENTS OF THE APPROVED CONSTRUCTION PLANS IS REQUIRED FOR ACCEPTANCE BY THE DISTRICT AND CITY, WHERE POSSIBLE MAINTAIN NATURAL VEGETATION FOR SILT CONTROL.
 - ALL AREAS TO BE SEEDDED SHALL BE CULTIVATED BY DISKING, RAKING, HARROWING, OR OTHER ACCEPTABLE MEANS.
 - PERFORM ALL CULTIVATING PERPENDICULAR TO THE SLOPE.
 - COVER THE SITE WITH MULCH, TOPSOIL, OR OTHER SOIL AMENDMENTS.
 - IF NECESSARY, SURFACE RUNOFF CONTROL MEASURES SUCH AS GRADIENT TERRACES, INTERCEPTOR DIKE/SWALES, LEVEL SPREADERS, AND SEDIMENT BASINS SHALL BE INSTALLED PRIOR TO SEEDING.
 - IMMEDIATELY FOLLOWING FINISH GRADING PERMANENT VEGETATION WILL BE APPLIED IN ACCORDANCE WITH THE SPECIFICATIONS.
 - UNLESS IN A WETLAND RESTORATION AREA, ALL DISTURBED AREAS SHALL BE SEEDDED USING AN APPROVED HYDROSEEDER OR AS OTHERWISE APPROVED BY OWNER.



90% SUBMITTAL

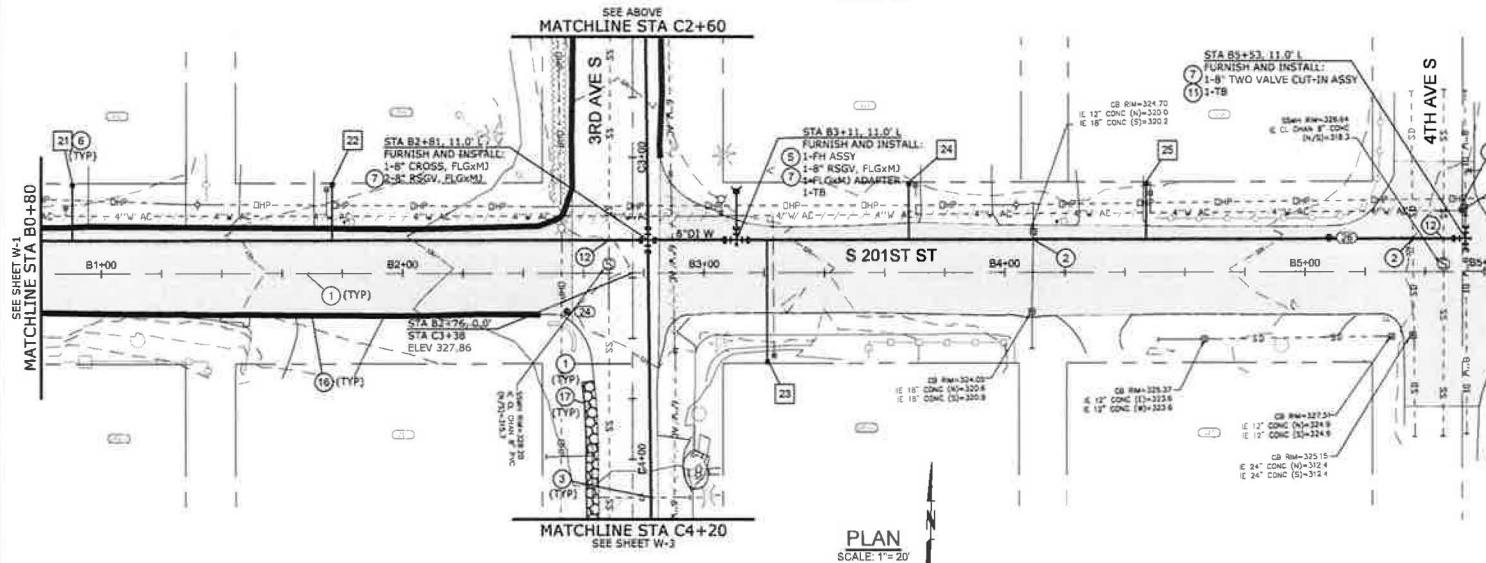
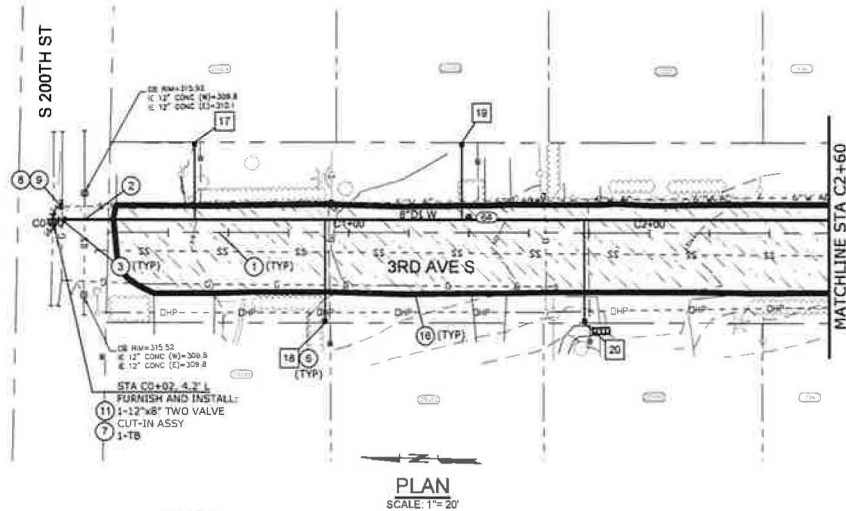
NO. DATE BY REVISION	NOTICE IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE	SEO DESIGNED BAW DRAWN SSA CHECKED	19-1 NORTH HILL AC WATER MAIN REPLACEMENT	murraysmith	19-1 NORTH HILL AC WATER MAIN REPLACEMENT AND SEWER UTILITY IMPROVEMENTS	TEMPORARY EROSION AND SEDIMENT CONTROL NOTES PROJECT NO.: 19-2429 SCALE: AS SHOWN DATE: SEPTEMBER 2019	SHEET G-6 6 of X
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WATER SERVICE TABLE				
NO.	HOUSE NO.	STREET	ACCOUNT NO.	METER SIZE
17	20004	3RD AVE S	2548	3/4"
14	20013	3RD AVE S	2550	3/4"
19	20014	3RD AVE S	2547	3/4"
20	20019	3RD AVE S	2551	3/4"
21	204	S 201ST ST	2553	3/4"
22	218	S 201ST ST	2552	3/4"
23	20104	3RD AVE S	2616	3/4"
24	304	S 201ST ST	2545	3/4"
25	318	S 201ST ST	2544	3/4"

PAVEMENT LEGEND

-  2-INCH GRIND AND OVERLAY PER THE SPECIFICATIONS
-  3-INCH GRIND AND OVERLAY PER THE SPECIFICATIONS



NOTES:

1. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE, TAKEN FROM UTILITY LOCATE MARKING AND/OR AVAILABLE RECORD DRAWINGS, EXACT LOCATIONS MUST BE DETERMINED IN THE FIELD BY THE CONTRACTOR PRIOR TO AND DURING CONSTRUCTION.
2. SURVEY CONTROL NUMBER (C), SEE SHEET G-4.
3. PROTECT ALL EXISTING UTILITIES, PROVIDE SUPPORT OR SHORING AS REQUIRED.
4. SLOPE MAIN WITHOUT INTERMEDIATE SAGS OR HIGH POINTS, EXCEPT WHERE IDENTIFIED & APPROVED BY THE ENGINEER.
5. MAXIMUM ALLOWABLE DEFLECTION FOR EACH PIPE JOINT SHALL NOT EXCEED 2.5 DEGREES OR ONE-HALF THE MANUFACTURER'S RECOMMENDED PERMISSIBLE DEFLECTION, WHICHEVER IS LESS.
6. FURNISH AND INSTALL THRUST BLOCK PER HWD STD DETAILS 5 & 6.
7. FLUSH AND TEST MAIN PER HWD STD DETAIL 29 & IN ACCORDANCE W/ SPECS.
8. TYPICAL TRENCH SECTION PER DETAIL 1, SHT W-16.
9. SEE SHEET G-3 FOR ADDITIONAL NOTES.
10. TYPICAL PAVEMENT RESTORATION DETAIL 3, SHT R-1.
11. TYPICAL MINIMUM DEPTH OF COVER FOR WATER MAIN SHALL BE 42".

CONSTRUCTION NOTES:

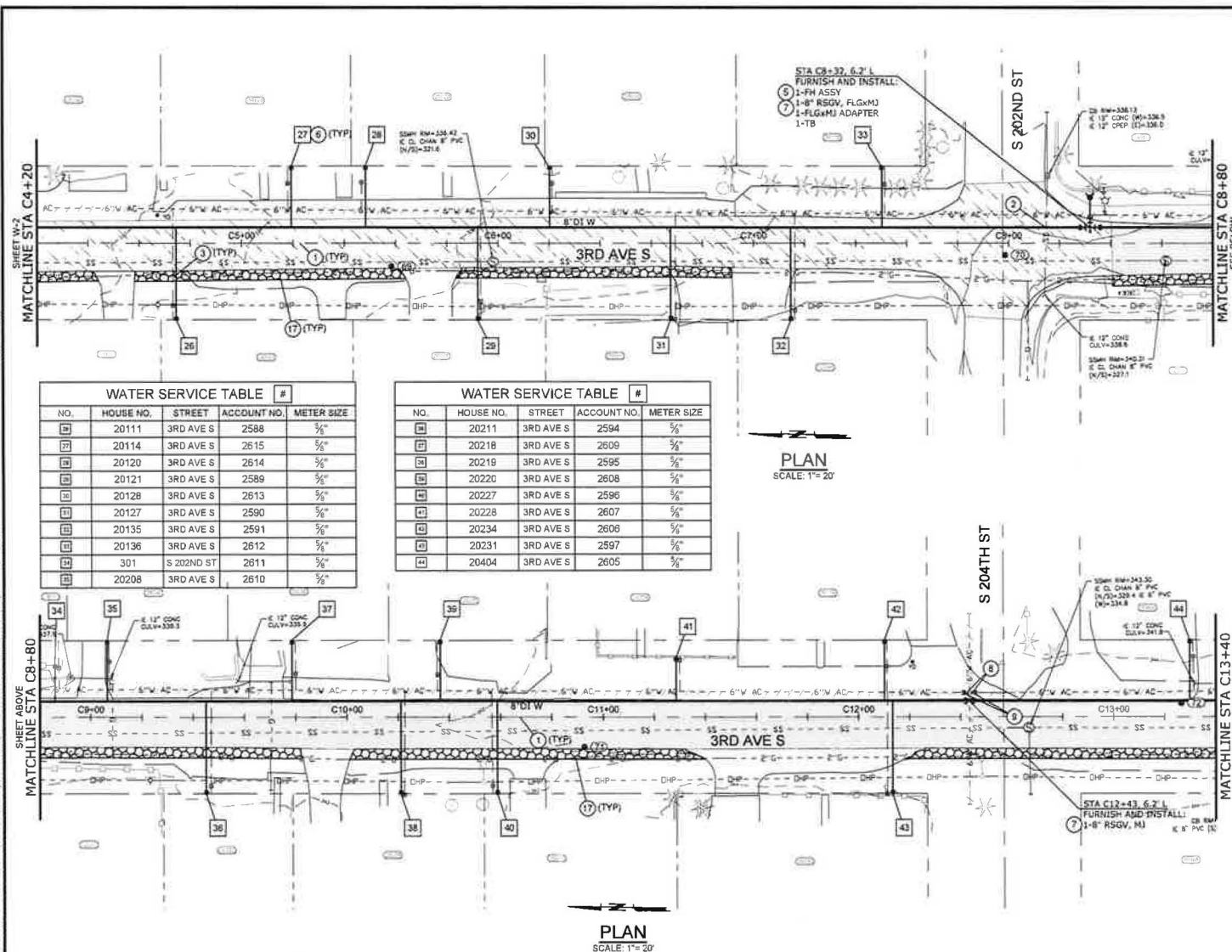
1. CONSTRUCTION CENTERLINE EQUALS RIGHT-OF-WAY CENTERLINE
2. PROTECT AND/OR TEMPORARILY RELOCATE AND RESTORE EXIST SD AT CROSSING, MAINTAIN MINIMUM VERTICAL SEPARATION OF 12', MEASURED EDGE TO EDGE
3. PROTECT EXIST GAS AND GAS SERVICE, PROVIDE SUPPORT DURING EXCAVATION ACTIVITIES. GAS AND GAS SERVICE LOCATIONS ARE NOT GUARANTEED COMPLETE OR ACCURATE
5. FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY PER HWD STD DETAIL 9. CLOSE EXISTING HYDRANT VALVE. REMOVE HYDRANT, VALVE COVER, & VALVE BOX. SALVAGE TO HWD STORAGE OR DISPOSE AS DIRECTED BY DISTRICT
6. REPLACE EXISTING SERVICES WITH NEW SERVICE PIPE AND METER BOX PER HWD STANDARD DETAIL 21. LOCATE AS DIRECTED BY HWD. UPON ACCEPTANCE OF PROPOSED WATER MAIN, TRANSFER CUSTOMER SERVICE LINE TO NEW SERVICE, REMOVE EXISTING METER BOX AND FITTINGS, AND RESTORE AREA
7. FURNISH AND INSTALL RSGV, BOX, & MARKER PER HWD STD DETAILS 10, 25 & 33
8. REMOVE EXIST VALVE, FURNISH & INSTALL BLIND FLANGE. REMOVE & DISPOSE OF EXISTING VALVE COVER AND BOX
9. PLUG & ABANDON EXISTING AC MAIN AND APPURTENANCES IN ACCORDANCE W/ SPECS, ALL ABANDONED AC MAIN SHALL BE FILLED WITH CDF
10. ADJUST EXISTING WATER VALVE BOX TO FINAL GRADE
11. CUT-IN EXISTING MAIN PER HWD STD DETAIL 3
12. AT UTILITY CROSSINGS MAINTAIN MINIMUM VERTICAL SEPARATION OF 18" FROM SANITARY SEWER AND 12" FROM ALL OTHER UTILITIES, MEASURED EDGE-TO-EDGE
15. CUT IN EXISTING MAIN PER HWD STD DETAIL 2
16. HMA THICKENED EDGE PER DETAIL 1, SHT R-1
17. EDGE RESTORATION PER DETAIL 4, SHT R-1

90% SUBMITTAL

NOTICE IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE				SEO DESIGNED BAW DRAWN SSA CHECKED				19-1 NORTH HILL AC WATER MAIN REPLACEMENT AND SEWER UTILITY IMPROVEMENTS	WATER MAIN REPLACEMENT AND RESTORATION PLAN STA B0+80 TO STA B5+60 & STA C0+00 TO STA C4+20	PROJECT NO.: 19-2429 SCALE: AS SHOWN DATE: SEPTEMBER 2019	SHEET W-2 8 of X
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19-1 NORTH HILL AC WATER MAIN REPLACEMENT (C&D) SHEETS 15-2429-WB-C.dwg W-3 9/27/2019 10:03 AM BRETT WILLIAMS 23.0s (LMS Tech)

45



NOTES:

1. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE, TAKEN FROM UTILITY LOCATE MARKING AND/OR AVAILABLE RECORD DRAWINGS. EXACT LOCATIONS MUST BE DETERMINED IN THE FIELD BY THE CONTRACTOR PRIOR TO AND DURING CONSTRUCTION.
2. SURVEY CONTROL NUMBER **C4**, SEE SHEET G-4.
3. PROTECT ALL EXISTING UTILITIES, PROVIDE SUPPORT OR SHORING AS REQUIRED.
4. SLOPE MAIN WITHOUT INTERMEDIATE SAGS OR HIGH POINTS, EXCEPT WHERE IDENTIFIED & APPROVED BY THE ENGINEER.
5. MAXIMUM ALLOWABLE DEFLECTION FOR EACH PIPE JOINT SHALL NOT EXCEED 2.5 DEGREES OR ONE-HALF THE MANUFACTURER'S RECOMMENDED PERMISSIBLE DEFLECTION, WHICHEVER IS LESS.
6. FURNISH AND INSTALL THRUST BLOCK PER HWD STD DETAILS 5 & 6.
7. FLUSH AND TEST MAIN PER HWD STD DETAIL 29 & IN ACCORDANCE W/ SPECS.
8. TYPICAL TRENCH SECTION PER DETAIL 1, SHT W-16.
9. SEE SHEET G-3 FOR ADDITIONAL NOTES.
10. TYPICAL PAVEMENT RESTORATION DETAIL 3, SHT R-1.
11. TYPICAL MINIMUM DEPTH OF COVER FOR WATER MAIN SHALL BE 42".

CONSTRUCTION NOTES:

1. CONSTRUCTION CENTERLINE EQUALS RIGHT-OF-WAY CENTERLINE
2. PROTECT AND/OR TEMPORARILY RELOCATE AND RESTORE EXIST SD AT CROSSING, MAINTAIN MINIMUM VERTICAL SEPARATION OF 12", MEASURED EDGE TO EDGE
3. PROTECT EXIST GAS AND GAS SERVICE, PROVIDE SUPPORT DURING EXCAVATION ACTIVITIES. GAS AND GAS SERVICE LOCATIONS ARE NOT GUARANTEED COMPLETE OR ACCURATE
4. FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY PER HWD STD DETAIL 9. CLOSE EXISTING HYDRANT VALVE. REMOVE HYDRANT, VALVE COVER, & VALVE BOX. SALVAGE TO HWD STORAGE OR DISPOSE AS DIRECTED BY DISTRICT.
5. REPLACE EXISTING SERVICES WITH NEW SERVICE PIPE AND METER BOX PER HWD STANDARD DETAIL 21. LOCATE AS DIRECTED BY HWD. UPON ACCEPTANCE OF PROPOSED WATER MAIN, TRANSFER CUSTOMER SERVICE LINE TO NEW SERVICE, REMOVE EXISTING METER BOX AND FITTINGS, AND RESTORE AREA.
6. FURNISH AND INSTALL RSGV, BOX, & MARKER PER HWD STD DETAILS 10, 25 & 33
7. REMOVE EXIST VALVE, FURNISH & INSTALL BLIND FLANGE. REMOVE & DISPOSE OF EXISTING VALVE COVER AND BOX.
8. PLUG & ABANDON EXISTING AC MAIN AND APPURTENANCES IN ACCORDANCE W/ SPECS. ALL ABANDONED AC MAIN SHALL BE FILLED WITH CDF.
9. EDGE RESTORATION PER DETAIL 4, SHT R-1

PAVEMENT LEGEND

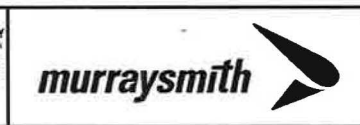
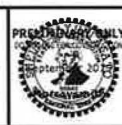
- 2-INCH GRIND AND OVERLAY PER THE SPECIFICATIONS
- 3-INCH GRIND AND OVERLAY PER THE SPECIFICATIONS

90% SUBMITTAL

NO.	DATE	BY	REVISION

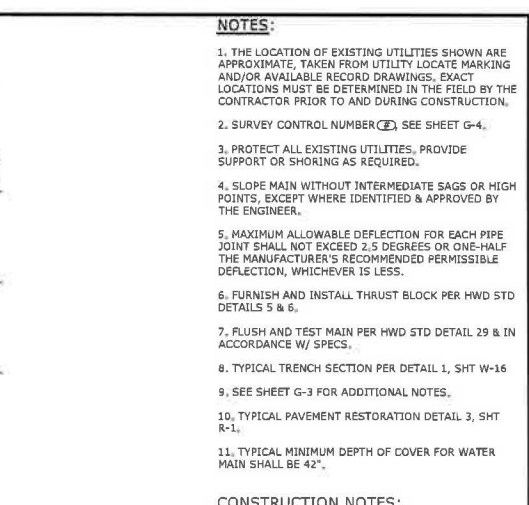
NOTICE
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

SEO
DESIGNED
BAW
DRAWN
SSA
CHECKED



19-1 NORTH HILL
AC WATER MAIN
REPLACEMENT AND
SEWER UTILITY
IMPROVEMENTS

WATER MAIN REPLACEMENT AND RESTORATION PLAN STA C4+20 TO STA C13+40				SHEET W-3
PROJECT NO.: 19-2429	SCALE: AS SHOWN	DATE: SEPTEMBER 2019	9 of X	

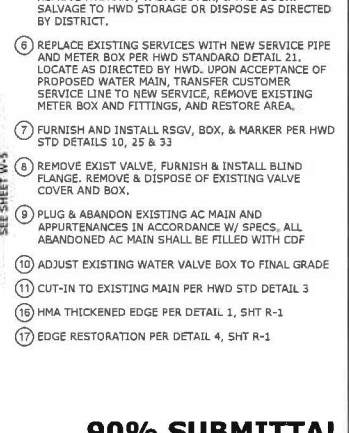


WATER SERVICE TABLE				#
NO.	HOUSE NO.	STREET	ACCOUNT NO.	METER SIZE
101	20817	1ST PL S	5343	3/4"
102	20824	1ST PL S	5350	3/4"
104	20836	1ST PL S	5349	3/4"
01	20835	1ST PL S	5345	3/4"
106	20848	1ST PL S	5348	3/4"
107	20839	1ST PL S	5346	3/4"

PAVEMENT LEGEND

 2-INCH GRIND AND OVERLAY PER THE SPECIFICATIONS

 3-INCH GRIND AND OVERLAY PER THE SPECIFICATIONS



90% SUBMITTAL

**WATER MAIN REPLACEMENT AND
RESTORATION PLAN
STA C13+40 TO C17+20 &
STA D0+00 TO STA D5+00**

SHEET

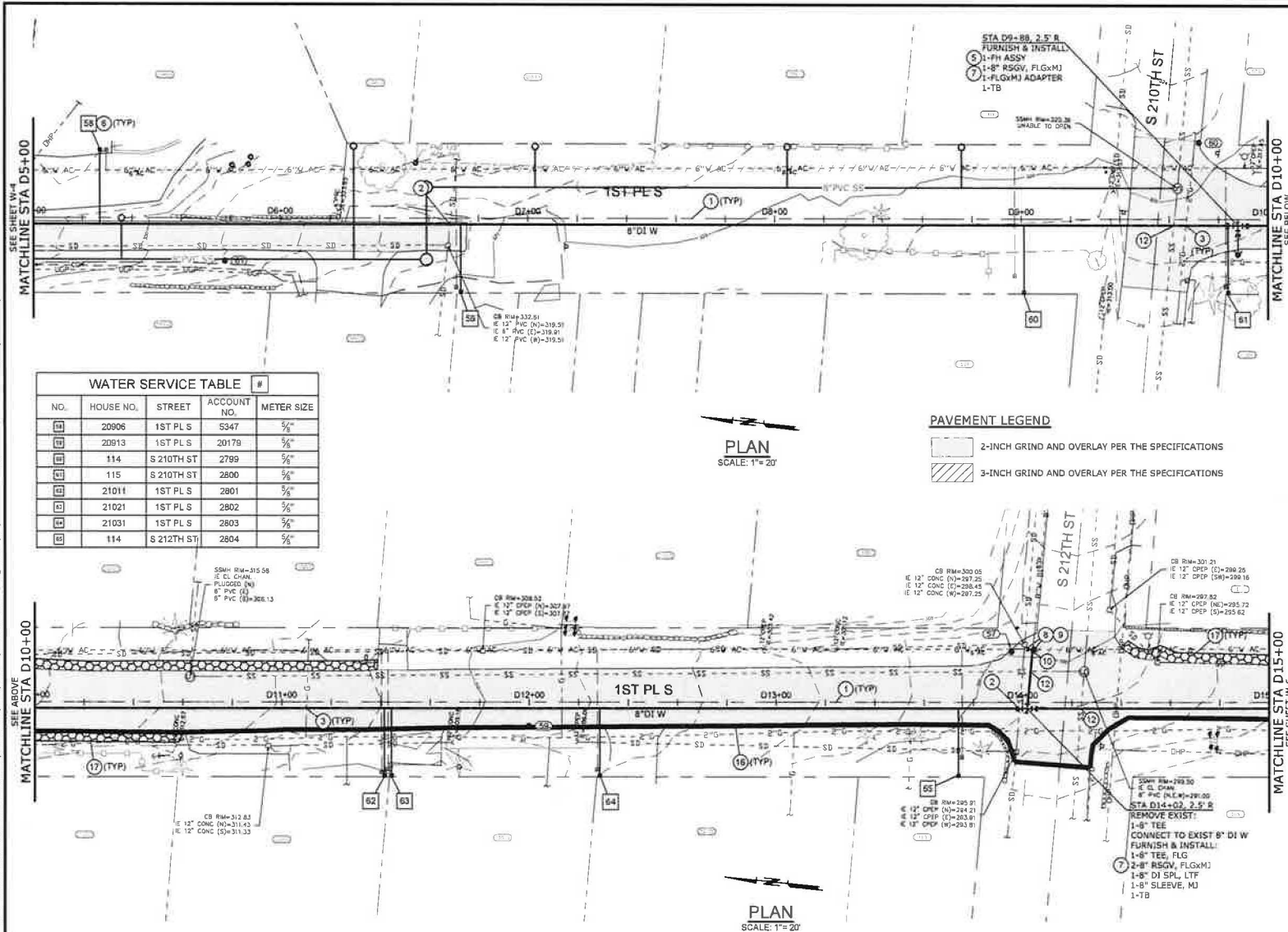
W-4

PROJECT NO.:	19-2429	SCALE:	AS SHOWN	DATE:	SEPTEMBER 2019
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10 of X

**19-1 NORTH HILL
AC WATER MAIN
REPLACEMENT AND
SEWER UTILITY
IMPROVEMENTS**

[illegible]



WATER SERVICE TABLE				
NO.	HOUSE NO.	STREET	ACCOUNT NO.	METER SIZE
58	20906	1ST PL S	5347	5/8"
59	20913	1ST PL S	20179	5/8"
60	114	S 210TH ST	2799	5/8"
61	115	S 210TH ST	2800	5/8"
62	21011	1ST PL S	2801	5/8"
63	21021	1ST PL S	2802	5/8"
64	21031	1ST PL S	2803	5/8"
65	114	S 212TH ST	2804	5/8"

PAVEMENT LEGEND

- 2-INCH GRIND AND OVERLAY PER THE SPECIFICATIONS
- 3-INCH GRIND AND OVERLAY PER THE SPECIFICATIONS

NOTES:

- THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE, TAKEN FROM UTILITY LOCATE MARKING AND/OR AVAILABLE RECORD DRAWINGS. EXACT LOCATIONS MUST BE DETERMINED IN THE FIELD BY THE CONTRACTOR PRIOR TO AND DURING CONSTRUCTION.
- SURVEY CONTROL NUMBER **CD** SEE SHEET G-4.
- PROTECT ALL EXISTING UTILITIES. PROVIDE SUPPORT OR SHORING AS REQUIRED.
- SLOPE MAIN WITHOUT INTERMEDIATE SAGS OR HIGH POINTS, EXCEPT WHERE IDENTIFIED & APPROVED BY THE ENGINEER.
- MAXIMUM ALLOWABLE DEFLECTION FOR EACH PIPE JOINT SHALL NOT EXCEED 2.5 DEGREES OR ONE-HALF THE MANUFACTURER'S RECOMMENDED PERMISSIBLE DEFLECTION, WHICHEVER IS LESS.
- FURNISH AND INSTALL THRUST BLOCK PER HWD STD DETAILS 5 & 6.
- FLUSH AND TEST MAIN PER HWD STD DETAIL 29 & IN ACCORDANCE W/ SPECS.
- TYPICAL TRENCH SECTION PER DETAIL 1, SHT W-16.
- SEE SHEET G-3 FOR ADDITIONAL NOTES.
- TYPICAL PAVEMENT RESTORATION DETAIL 3, SHT R-1.
- TYPICAL MINIMUM DEPTH OF COVER FOR WATER MAIN SHALL BE 42".

CONSTRUCTION NOTES:

- CONSTRUCTION CENTERLINE EQUALS RIGHT-OF-WAY CENTERLINE
- PROTECT AND/OR TEMPORARILY RELOCATE AND RESTORE EXIST SD AT CROSSING, MAINTAIN MINIMUM VERTICAL SEPARATION OF 12", MEASURED EDGE TO EDGE
- PROTECT EXIST GAS AND GAS SERVICE, PROVIDE SUPPORT DURING EXCAVATION ACTIVITIES. GAS AND GAS SERVICE LOCATIONS ARE NOT GUARANTEED COMPLETE OR ACCURATE
- FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY PER HWD STD DETAIL 9, CLOSE EXISTING HYDRANT VALVE, REMOVE HYDRANT, VALVE COVER, & VALVE BOX. SALVAGE TO HWD STORAGE OR DISPOSE AS DIRECTED BY DISTRICT.
- REPLACE EXISTING SERVICES WITH NEW SERVICE PIPE AND METER BOX PER HWD STANDARD DETAIL 21. LOCATE AS DIRECTED BY HWD. UPON ACCEPTANCE OF PROPOSED WATER MAIN, TRANSFER CUSTOMER SERVICE LINE TO NEW SERVICE, REMOVE EXISTING METER BOX AND FITTINGS, AND RESTORE AREA.
- FURNISH AND INSTALL RSGV, BOX, & MARKER PER HWD STD DETAILS 10, 25 & 33
- REMOVE EXIST VALVE, FURNISH & INSTALL BLIND FLANGE. REMOVE & DISPOSE OF EXISTING VALVE COVER AND BOX.
- PLUG & ABANDON EXISTING AC MAIN AND APPURTENANCES IN ACCORDANCE W/ SPECS. ALL ABANDONED AC MAIN SHALL BE FILLED WITH CDF
- ADJUST EXISTING WATER VALVE BOX TO FINAL GRADE
- AT UTILITY CROSSINGS MAINTAIN MINIMUM VERTICAL SEPARATION OF 18" FROM SANITARY SEWER AND 12" FROM ALL OTHER UTILITIES, MEASURED EDGE-TO-EDGE
- HMA THICKENED EDGE PER DETAIL 1, SHT R-1
- EDGE RESTORATION PER DETAIL 4, SHT R-1

90% SUBMITTAL

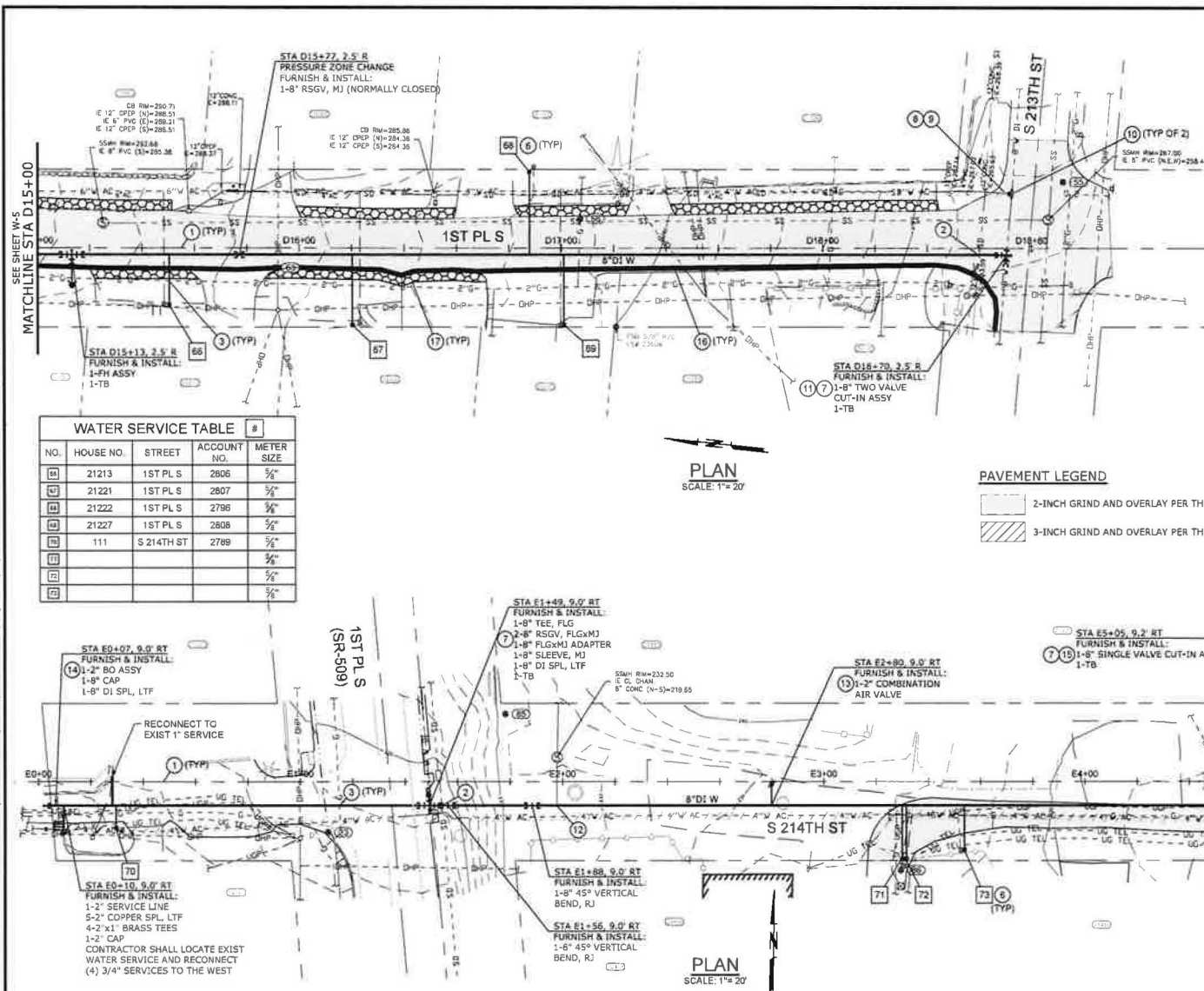
NO.	DATE	BY	REVISION

NOTICE	SEO
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE	DESIGNED
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	DRAWN
	SSA
	CHECKED



19-1 NORTH HILL AC WATER MAIN REPLACEMENT AND SEWER UTILITY IMPROVEMENTS

WATER MAIN REPLACEMENT AND RESTORATION PLAN STA D5+00 TO STA D15+00			SHEET W-5
PROJECT NO.: 19-2429	SCALE: AS SHOWN	DATE: SEPTEMBER 2019	11 of X



NOTES:

1. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE, TAKEN FROM UTILITY LOCATE MARKING AND/OR AVAILABLE RECORD DRAWINGS. LOCATIONS MUST BE DETERMINED IN THE FIELD BY THE CONTRACTOR PRIOR TO AND DURING CONSTRUCTION.
2. SURVEY CONTROL NUMBER (C) SEE SHEET G-4.
3. PROTECT ALL EXISTING UTILITIES. PROVIDE SUPPORT OR SHORING AS REQUIRED.
4. SLOPE MAIN WITHOUT INTERMEDIATE SAGS OR HIGH POINTS, EXCEPT WHERE IDENTIFIED & APPROVED BY THE ENGINEER.
5. MAXIMUM ALLOWABLE DEFLECTION FOR EACH PIPE JOINT SHALL NOT EXCEED 2.5 DEGREES OR ONE-HALF THE MANUFACTURER'S RECOMMENDED PERMISSIBLE DEFLECTION, WHICHEVER IS LESS.
6. FURNISH AND INSTALL THRUST BLOCK PER HWD STD DETAILS 5 & 6.
7. FLUSH AND TEST MAIN PER HWD STD DETAIL 29 & IN ACCORDANCE W/ SPECS.
8. TYPICAL TRENCH SECTION PER DETAIL 1, SHT W-16.
9. SEE SHEET G-3 FOR ADDITIONAL NOTES.
10. TYPICAL PAVEMENT RESTORATION DETAIL 3, SHT R-1.
11. TYPICAL MINIMUM DEPTH OF COVER FOR WATER MAIN SHALL BE 42".

CONSTRUCTION NOTES:

1. CONSTRUCTION CENTERLINE EQUALS RIGHT-OF-WAY CENTERLINE
2. PROTECT AND/OR TEMPORARILY RELOCATE AND RESTORE EXIST SD AT CROSSING. MAINTAIN MINIMUM VERTICAL SEPARATION OF 12", MEASURED EDGE TO EDGE
3. PROTECT EXIST GAS AND GAS SERVICE. PROVIDE SUPPORT DURING EXCAVATION ACTIVITIES. GAS AND GAS SERVICE LOCATIONS ARE NOT GUARANTEED COMPLETE OR ACCURATE
6. REPLACE EXISTING SERVICES WITH NEW SERVICE PIPE AND METER BOX PER HWD STANDARD DETAIL 21. LOCATE AS DIRECTED BY HWD. UPON ACCEPTANCE OF PROPOSED WATER MAIN, TRANSFER CUSTOMER SERVICE LINE TO NEW SERVICE, REMOVE EXISTING METER BOX AND FITTINGS, AND RESTORE AREA
7. FURNISH AND INSTALL RSGV, BOX, & MARKER PER HWD STD DETAILS 10, 25 & 33
8. REMOVE EXIST VALVE, FURNISH & INSTALL BLIND FLANGE. REMOVE & DISPOSE OF EXISTING VALVE COVER AND BOX
9. PLUG & ABANDON EXISTING AC MAIN AND APPURTENANCES IN ACCORDANCE W/ SPECS. ALL ABANDONED AC MAIN SHALL BE FILLED WITH CDF
10. ADJUST EXISTING WATER VALVE BOX TO FINAL GRADE
11. CUT-IN TO EXISTING MAIN PER HWD STD DETAIL 3
12. AT UTILITY CROSSINGS MAINTAIN MINIMUM VERTICAL SEPARATION OF 18" FROM SANITARY SEWER AND 12" FROM ALL OTHER UTILITIES, MEASURED EDGE-TO-EDGE
13. FURNISH AND INSTALL 2" COMBINATION AIR VALVE PER HWD STD DETAIL 15. FINAL LOCATION TO BE DETERMINED BY DISTRICT
14. FURNISH AND INSTALL 2" BLOW OFF ASSEMBLY PER HWD STD DETAIL 11. FINAL LOCATION TO BE DETERMINED BY DISTRICT
15. CUT IN EXISTING MAIN PER HWD STD DETAIL 2
16. HMA THICKENED EDGE PER DETAIL 1, SHT R-1
17. EDGE RESTORATION PER DETAIL 4, SHT R-1

90% SUBMITTAL

NO.	DATE	BY	REVISION

NOTICE
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

SEO
DESIGNED
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SSA
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murraysmith



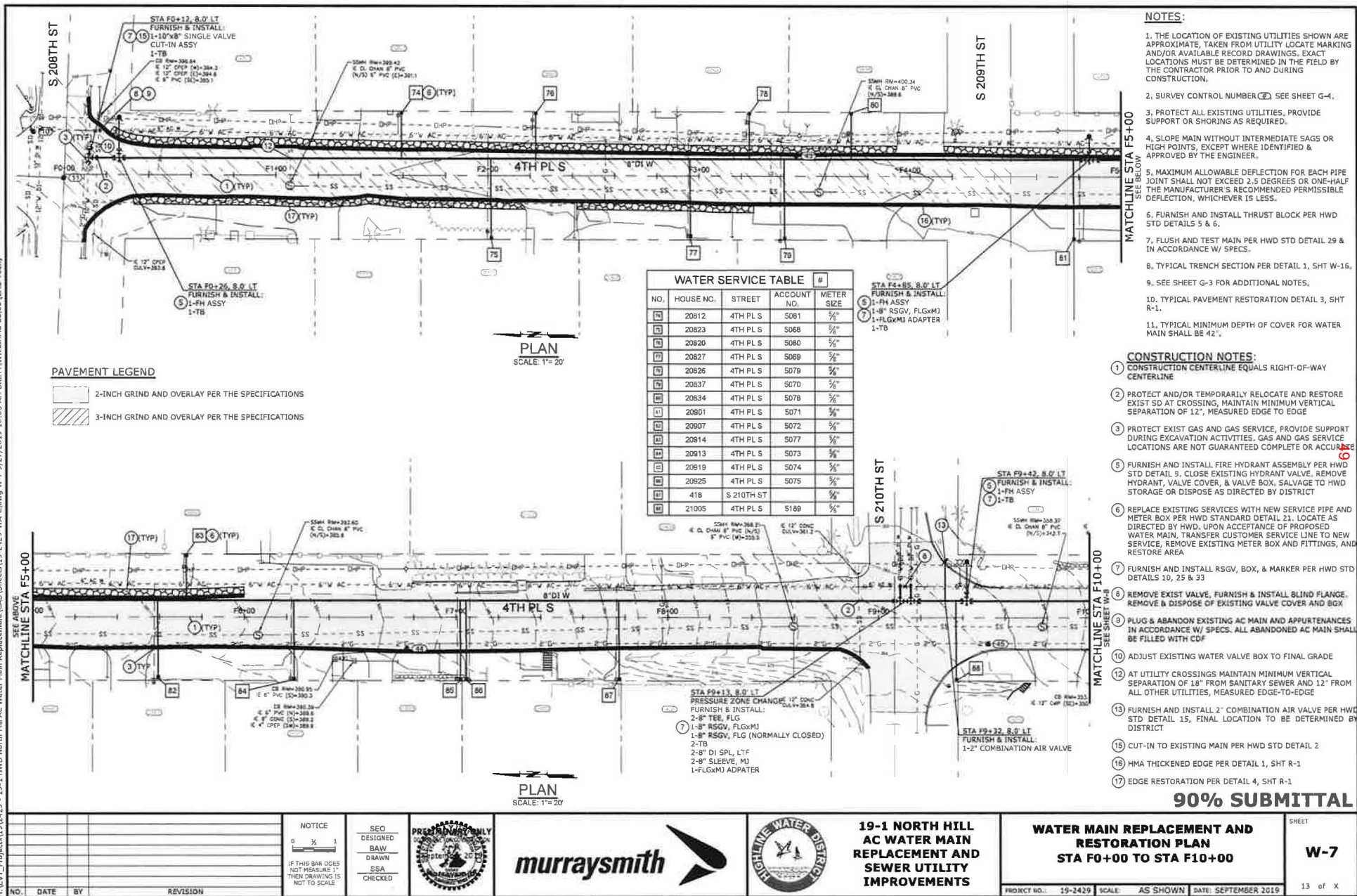
19-1 NORTH HILL
AC WATER MAIN
REPLACEMENT AND
SEWER UTILITY
IMPROVEMENTS

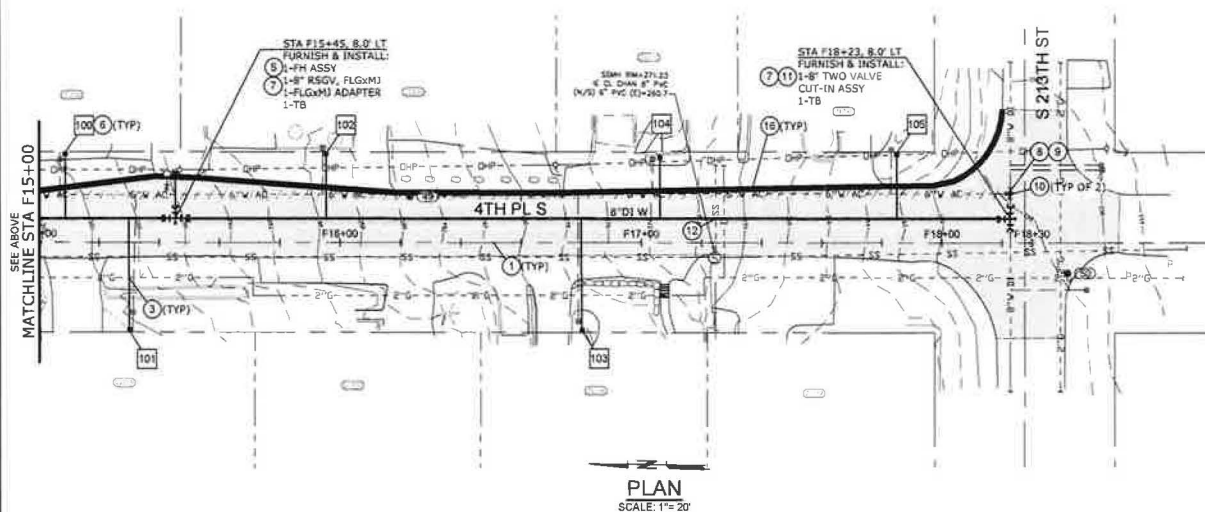
WATER MAIN REPLACEMENT AND
RESTORATION PLAN
STA D15+00 TO STA D18+80
& STA E0+00 TO STA E5+20

PROJECT NO.: 19-2429 SCALE: AS SHOWN DATE: SEPTEMBER 2019

SHEET
W-6

12 of X





PAVEMENT LEGEND

-  2-INCH GRIND AND OVERLAY PER THE SPECIFICATIONS
-  3-INCH GRIND AND OVERLAY PER THE SPECIFICATIONS

1. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE, TAKEN FROM UTILITY LOCATE MARKING AND/OR AVAILABLE RECORD DRAWINGS, EXACT LOCATIONS MUST BE DETERMINED IN THE FIELD BY THE CONTRACTOR PRIOR TO AND DURING CONSTRUCTION.
2. SURVEY CONTROL NUMBER C2 SEE SHEET G-4.
3. PROTECT ALL EXISTING UTILITIES. PROVIDE SUPPORT OR SHORING AS REQUIRED.
4. SLOPE MAIN WITHOUT INTERMEDIATE SAGS OR HIGH POINTS, EXCEPT WHERE IDENTIFIED & APPROVED BY THE ENGINEER.
5. MAXIMUM ALLOWABLE DEFLECTION FOR EACH PIPE JOINT SHALL NOT EXCEED 2.5 DEGREES OR ONE-HALF THE MANUFACTURER'S RECOMMENDED PERMISSIBLE DEFLECTION, WHICHEVER IS LESS.
6. FURNISH AND INSTALL THRUST BLOCK PER HWD STD DETAILS 5 & 6.
7. FLUSH AND TEST MAIN PER HWD STD DETAIL 29 & IN ACCORDANCE W/ SPECS.
8. TYPICAL TRANCH SECTION PER DETAIL 1, SHT W-16.
9. SEE SHEET G-3 FOR ADDITIONAL NOTES.
10. TYPICAL PAVEMENT RESTORATION DETAIL 3, SHT R-1.
11. TYPICAL MINIMUM DEPTH OF COVER FOR WATER MAIN SHALL BE 42".

- 1) CONSTRUCTION CENTERLINE EQUALS RIGHT-OF-WAY CENTERLINE
- 2) PROTECT AND/OR TEMPORARILY RELOCATE AND RESTORE EXIST SD TO CROSSING, MAINTAIN MINIMUM VERTICAL SEPARATION OF 12', MEASURED EDGE TO EDGE
- 3) PROTECT EXIST GAS AND GAS SERVICE, PROVIDE SUPPORT DURING EXCAVATION ACTIVITIES, GAS AND GAS SERVICE LOCATIONS ARE NOT GUARANTEED COMPLETE OR ACCURATE
- 5) FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY PER HWD STD DETAIL 9. CLOSE EXISTING HYDRANT VALVE. REMOVE HYDRANT VALVE COVER & VALVE BOX. SALVAGE TO HWD STORAGE OR DISPOSE AS DIRECTED BY DISTRICT
- 6) REPLACE EXISTING SERVICES WITH NEW SERVICE PIPE AND METER BOX PER HWD STANDARD DETAIL 21. LOCATE AS DIRECTED BY HWD. UPON ACCEPTANCE OF PROPOSED WATER MAIN, TRANSFER CUSTOMER SERVICE LINE TO NEW SERVICE, REMOVE EXISTING METER BOX AND FITTINGS, AND RESTORE AREA
- 7) FURNISH AND INSTALL RSGV, BOX, & MARKER PER HWD STD DETAILS 10, 25 & 33
- 8) REMOVE EXIST VALVE, FURNISH & INSTALL BLIND FLANGE. REMOVE & DISPOSE OF EXISTING VALVE COVER AND BOX
- 9) PLUG & ABANDON EXISTING AC MAIN AND APPURTENANCES IN ACCORDANCE W/ SPECS. ALL ABANDONED AC MAIN SHALL BE FILLED WITH CDF
- 10) ADJUST EXISTING VALVE BOX TO FINAL GRADE
- 11) CUT-IN TO EXISTING MAIN PER HWD STD DETAIL 3
- 12) AT UTILITY CROSSINGS MAINTAIN MINIMUM VERTICAL SEPARATION OF 18" FROM SANITARY SEWER AND 12" FROM ALL OTHER UTILITIES, MEASURED EDGE-TO-EDGE
- 16) HMA THICKENED EDGE PER DETAIL 1, SHT R-1

WATER SERVICE TABLE					#
NO.	HOUSE NO.	STREET	ACCOUNT NO.	METER SIZE	
101	21009	4TH PL S	5190	3/4"	
102	21012	4TH PL S	5187	3/4"	
103	21021	4TH PL S	5191	3/4"	
104	21016	4TH PL S	5188	3/4"	
105	21025	4TH PL S	5192	3/4"	
106	21022	4TH PL S	5185	3/4"	
107	21032	4TH PL S	5184	3/4"	
108	418	S 212TH ST	5193	3/4"	
109	21038	4TH PL S	5183	3/4"	
110	21202	4TH PL S	5146	3/4"	
111	417	S 212TH ST	5162	3/4"	
112	21210	4TH PL S	5145	3/4"	
113	21215	4TH PL S	5147	3/4"	
114	21220	4TH PL S	5144	3/4"	
115	21229	4TH PL S	5148	3/4"	
116	21230	4TH PL S	5143	3/4"	
117	21236	4TH PL S	5142	3/4"	

90% SUBMITTAL

**19-1 NORTH HILL
AC WATER MAIN
REPLACEMENT AND
SEWER UTILITY
IMPROVEMENTS**

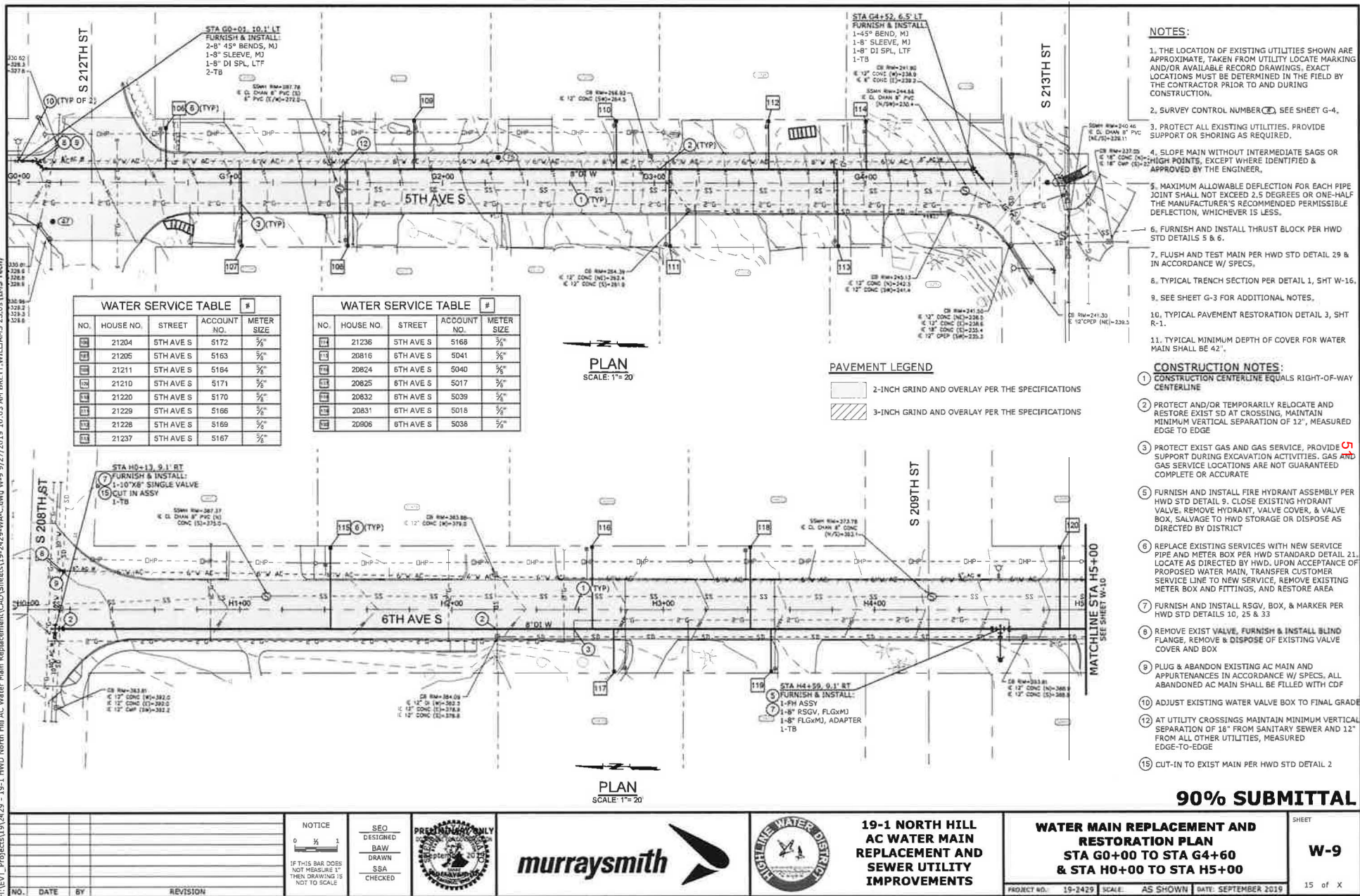
**WATER MAIN REPLACEMENT AND
RESTORATION PLAN
STA F10+00 TO STA F18+30**

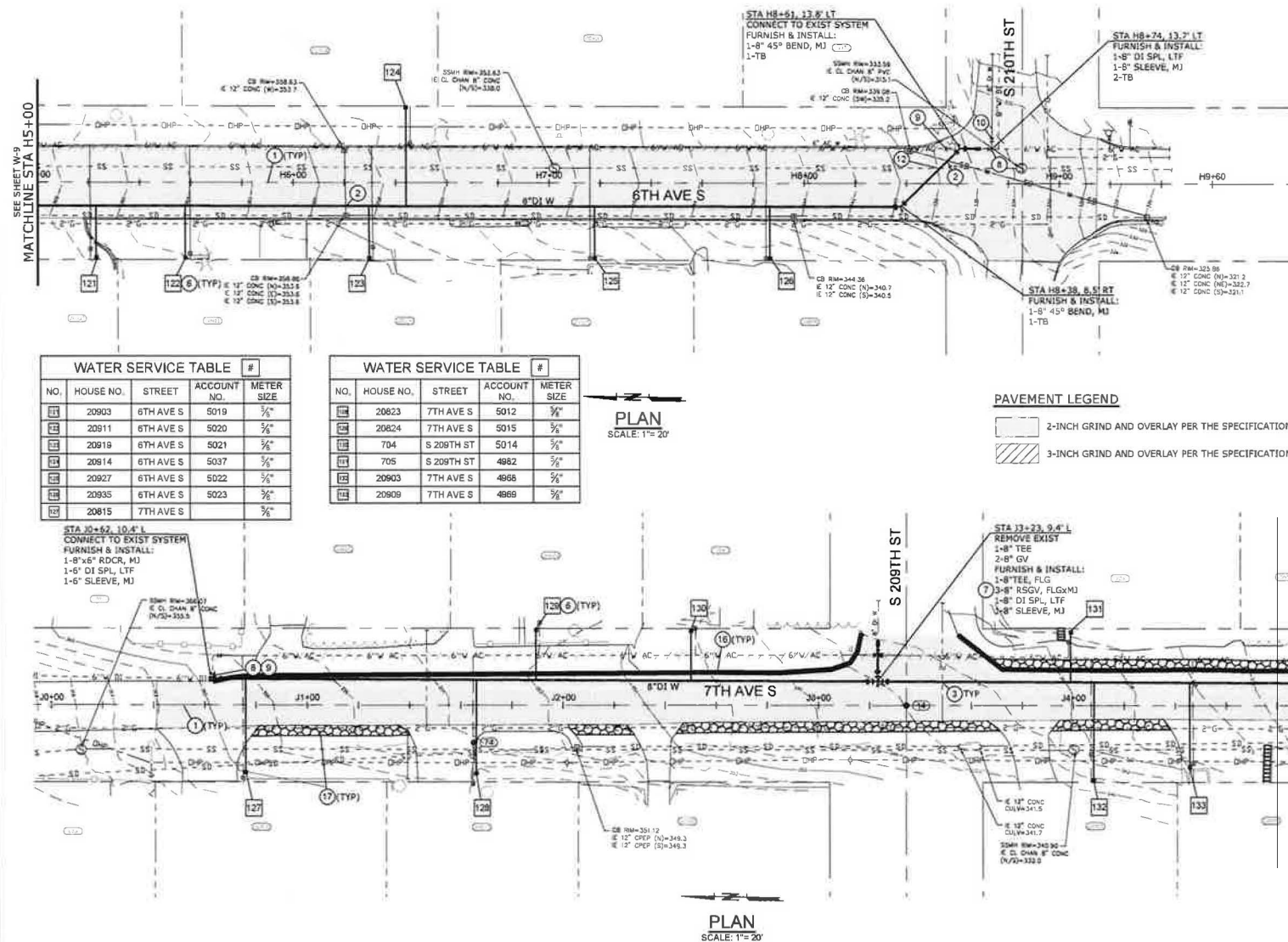
PROJECT NO.: 19-2429	SCALE: AS SHOWN	DATE: SEPTEMBER 2019
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SHEET

W-8

14 of X





NOTES:

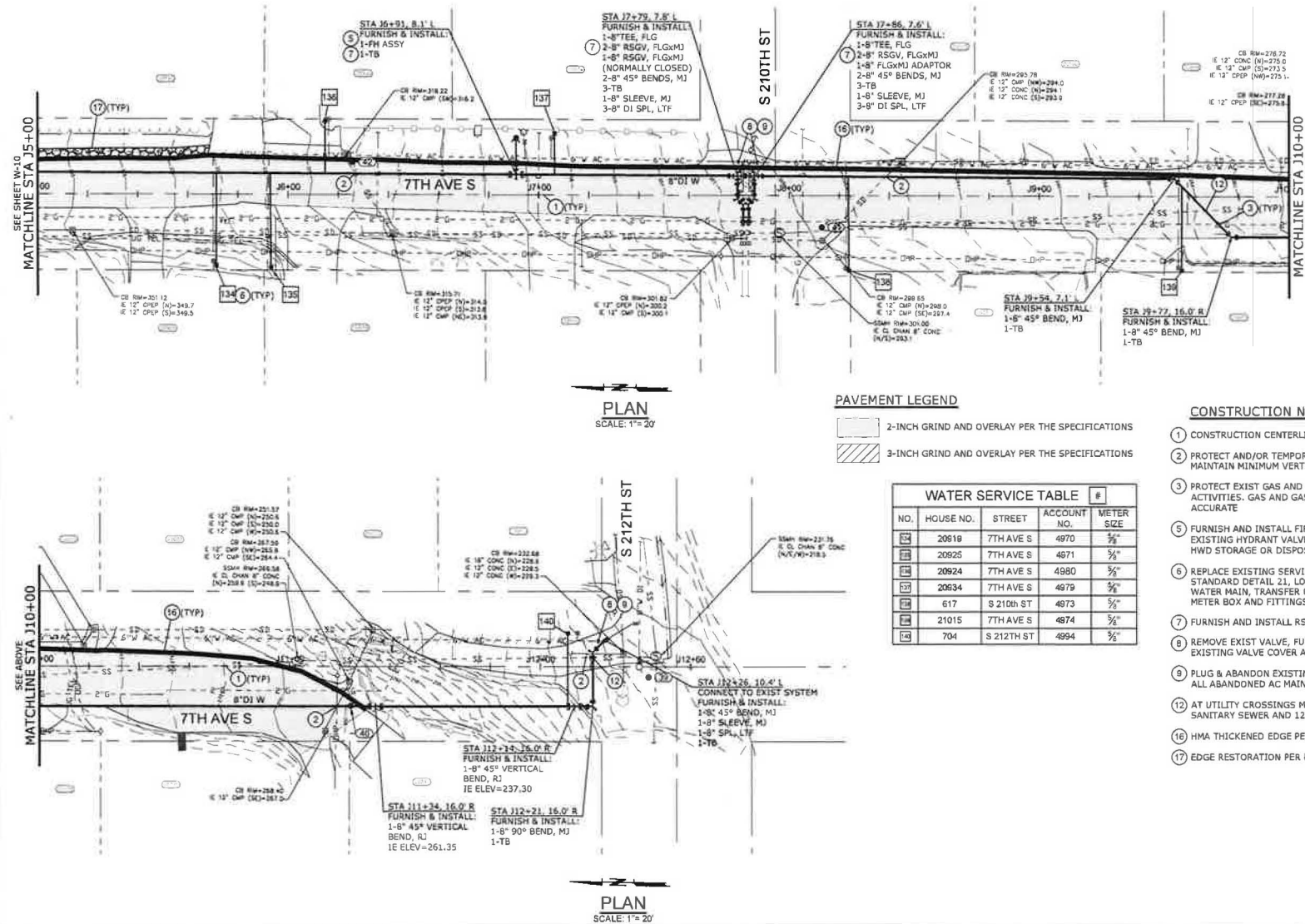
1. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE, TAKEN FROM UTILITY LOCATE MARKING AND/OR AVAILABLE RECORD DRAWINGS. EXACT LOCATIONS MUST BE DETERMINED IN THE FIELD BY THE CONTRACTOR PRIOR TO AND DURING CONSTRUCTION.
2. SURVEY CONTROL NUMBER (C) SEE SHEET G-4.
3. PROTECT ALL EXISTING UTILITIES, PROVIDE SUPPORT OR SHORING AS REQUIRED.
4. SLOPE MAIN WITHOUT INTERMEDIATE SAGS OR HIGH POINTS, EXCEPT WHERE IDENTIFIED & APPROVED BY THE ENGINEER.
5. MAXIMUM ALLOWABLE DEFLECTION FOR EACH PIPE JOINT SHALL NOT EXCEED 2.5 DEGREES OR ONE-HALF THE MANUFACTURER'S RECOMMENDED PERMISSIBLE DEFLECTION, WHICHEVER IS LESS.
6. FURNISH AND INSTALL THRUST BLOCK PER HWD STD DETAILS 5 & 6.
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8. TYPICAL TRENCH SECTION PER DETAIL 1, SHT W-16.
9. SEE SHEET G-3 FOR ADDITIONAL NOTES.
10. TYPICAL PAVEMENT RESTORATION DETAIL 3, SHT R-1.
11. TYPICAL MINIMUM DEPTH OF COVER FOR WATER MAIN SHALL BE 42".

CONSTRUCTION NOTES:

- 1 CONSTRUCTION CENTERLINE EQUALS RIGHT-OF-WAY CENTERLINE
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- 8 AT UTILITY CROSSINGS MAINTAIN MINIMUM VERTICAL SEPARATION OF 18" FROM SANITARY SEWER AND 12" FROM ALL OTHER UTILITIES, MEASURED EDGE-TO-EDGE
- 9 HMA THICKENED EDGE PER DETAIL 1, SHT R-1
- 10 EDGE RESTORATION PER DETAIL 4, SHT R-1

90% SUBMITTAL

NOTICE IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE				SEO DESIGNED BAW DRAWN SSA CHECKED		PREPARED FOR MURRAYSMITH		19-1 NORTH HILL AC WATER MAIN REPLACEMENT AND SEWER UTILITY IMPROVEMENTS		WATER MAIN REPLACEMENT AND RESTORATION PLAN STA H5+00 TO STA H9+60 & STA J0+00 TO STA J5+00		SHEET W-10
NO.	DATE	BY	REVISION							PROJECT NO.: 19-2429 SCALE: AS SHOWN DATE: SEPTEMBER 2019		16 of X



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16. HMA THICKENED EDGE PER DETAIL 1, SHT R-1
17. EDGE RESTORATION PER DETAIL 4, SHT R-1

PAVEMENT LEGEND

- 2-INCH GRIND AND OVERLAY PER THE SPECIFICATIONS
- 3-INCH GRIND AND OVERLAY PER THE SPECIFICATIONS

WATER SERVICE TABLE

NO.	HOUSE NO.	STREET	ACCOUNT NO.	METER SIZE
	20618	7TH AVE S	4970	3/4"
	20925	7TH AVE S	4971	3/4"
	20924	7TH AVE S	4980	3/4"
	20934	7TH AVE S	4979	3/4"
	617	S 210th ST	4973	3/4"
	21015	7TH AVE S	4974	3/4"
	704	S 212TH ST	4994	3/4"

90% SUBMITTAL

NO.	DATE	BY	REVISION

NOTICE

IF THIS BAR DOES NOT MEASURE 1\"

THIS DRAWING IS NOT TO SCALE

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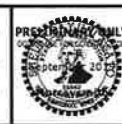
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murraysmith



19-1 NORTH HILL
AC WATER MAIN
REPLACEMENT AND
SEWER UTILITY
IMPROVEMENTS

WATER MAIN REPLACEMENT AND
RESTORATION PLAN
STA J5+00 TO STA J12+60

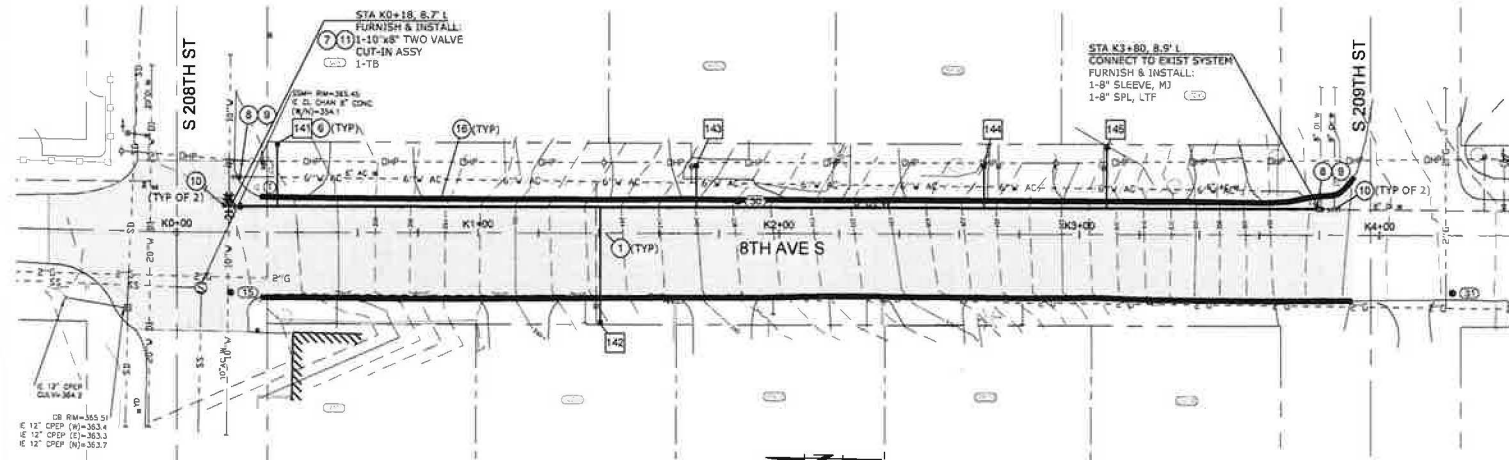
PROJECT NO.: 19-2429 SCALE: AS SHOWN DATE: SEPTEMBER 2019

SHEET

W-11

17 of X

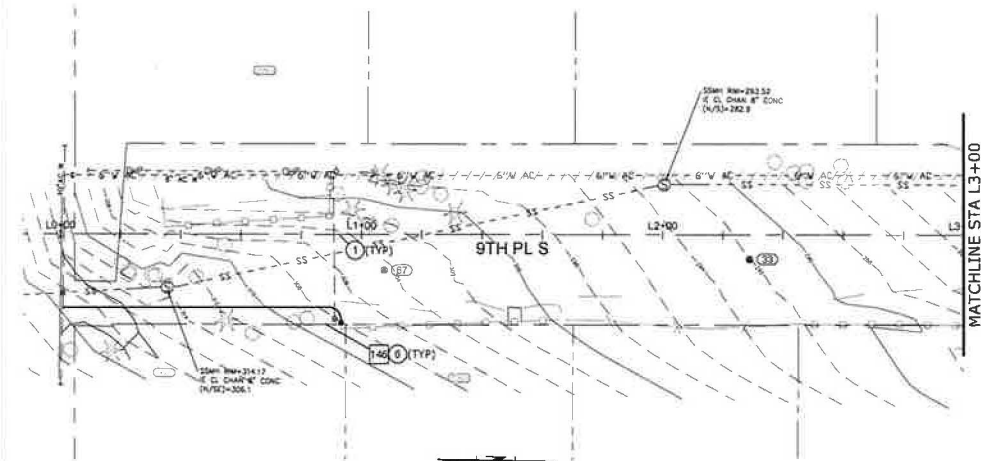
\\NET_P\Projects\19\2429 - 19-1 HWD North Hill AC Water Main Replacement\CADD\Sheets\19-2429-WM-C.dwg W-12 9/27/2019 10:03 AM BRETT WILLIAMS J.D.s (LMS Tech)



PLAN
SCALE: 1"= 20'

PAVEMENT LEGEND

- 2-INCH GRIND AND OVERLAY PER THE SPECIFICATIONS
- 3-INCH GRIND AND OVERLAY PER THE SPECIFICATIONS



PLAN
SCALE: 1"= 20'

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9. HMA THICKENED EDGE PER DETAIL 1, SHT R-1

WATER SERVICE TABLE					#
NO.	HOUSE NO.	STREET	ACCOUNT NO.	METER SIZE	
14	805	S 208TH ST	4956	3/4"	
15	20811	8TH AVE S	4956	3/4"	
16	20814	8TH AVE S	4962	3/4"	
17	20828	8TH AVE S	4961	3/4"	
18	20830	8TH AVE S	4960	3/4"	
19	20810	9TH AVE S	4910	3/4"	

90% SUBMITTAL

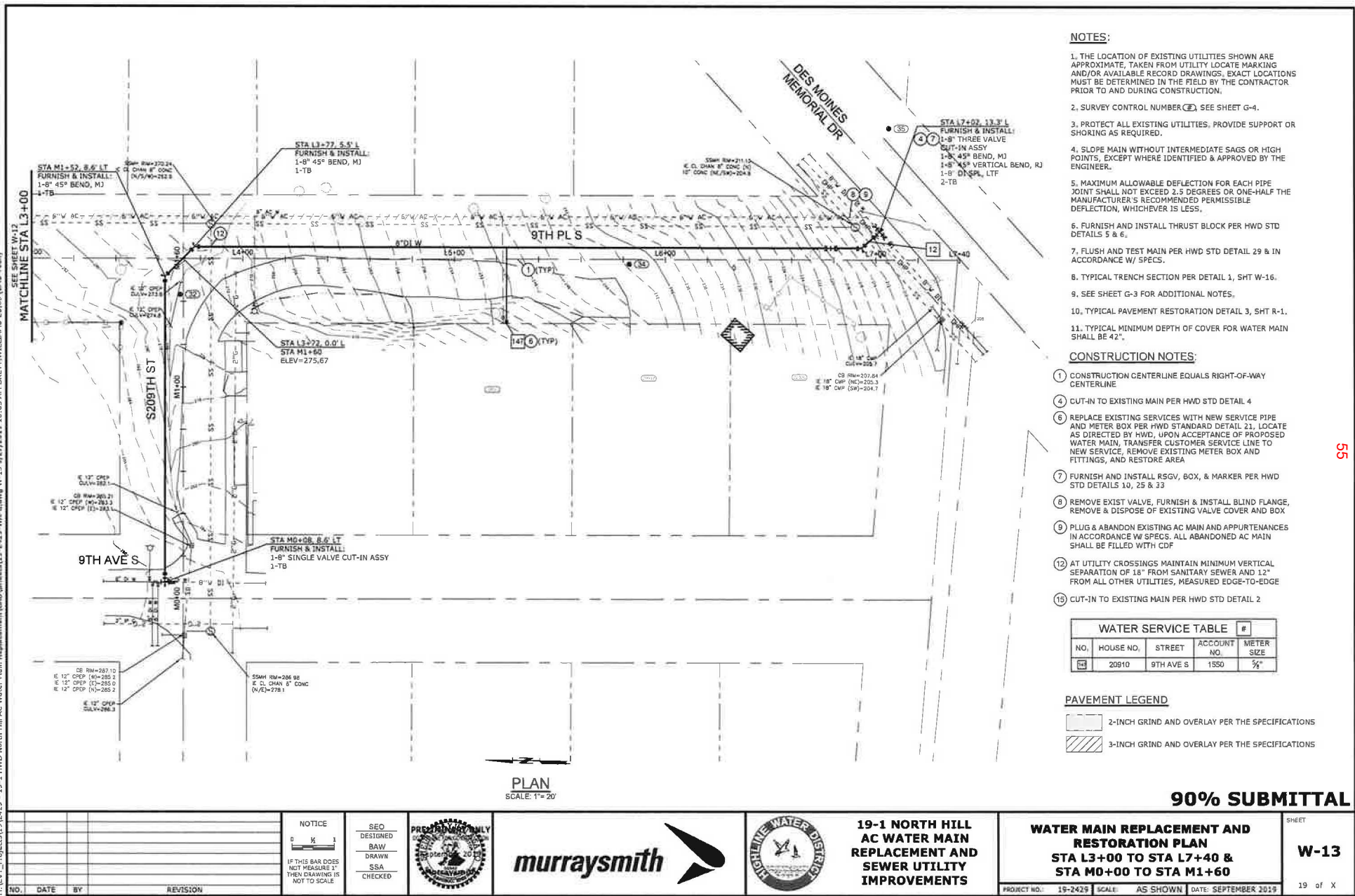
NOTICE IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE				SEQ DESIGNED BAW DRAWN SSA CHECKED		19-1 NORTH HILL AC WATER MAIN REPLACEMENT AND SEWER UTILITY IMPROVEMENTS		WATER MAIN REPLACEMENT AND RESTORATION PLAN STA K0+00 TO STA K4+00 & STA L+00 TO STA L3+00		PROJECT NO.: 19-2429 SCALE: AS SHOWN DATE: SEPTEMBER 2019		18 of X	
NO.	DATE	BY	REVISION										

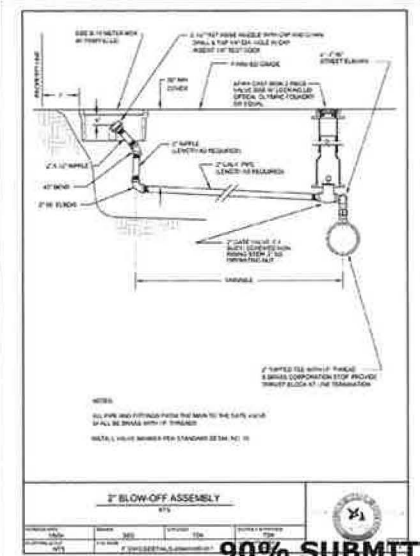
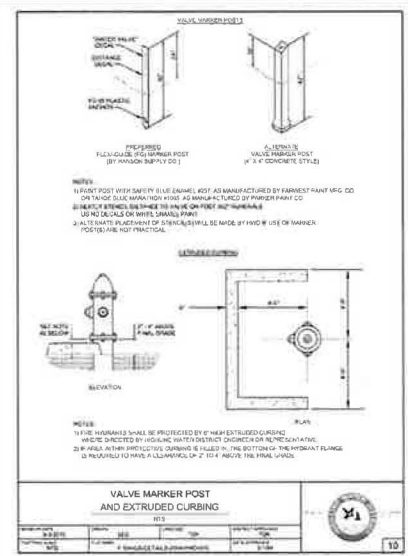
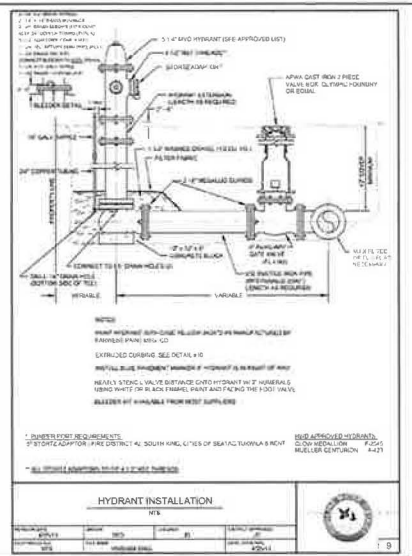
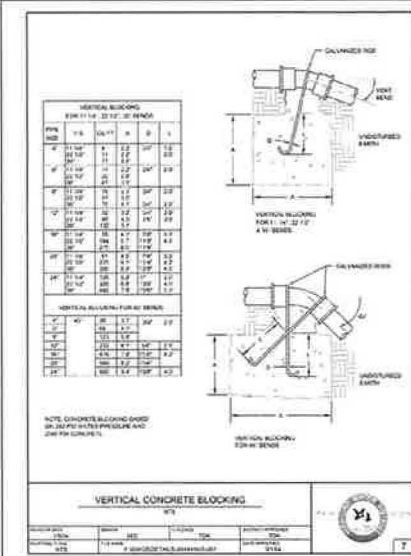
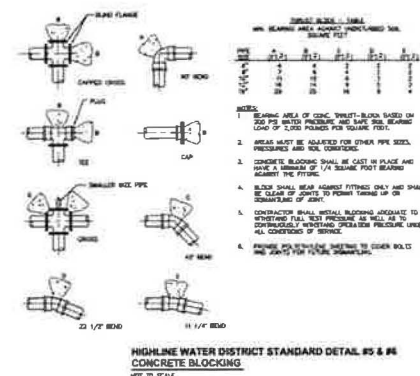
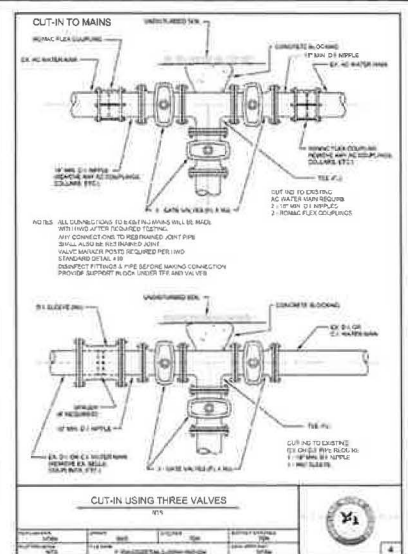
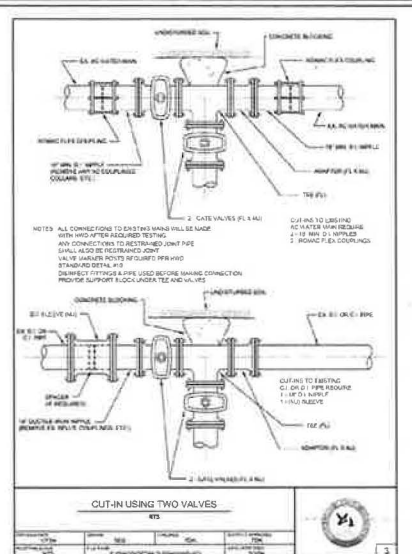
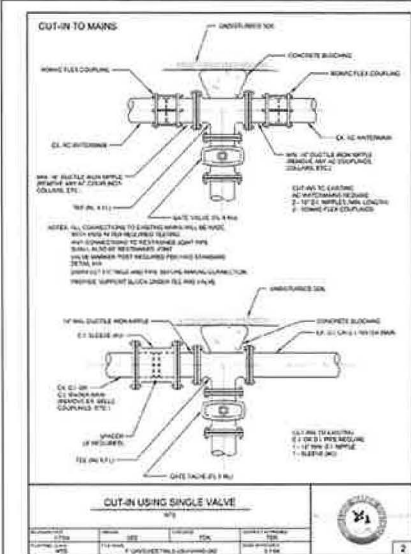
murraysmith



SHEET

W-12





90% SUBMITTAL



murraysmith



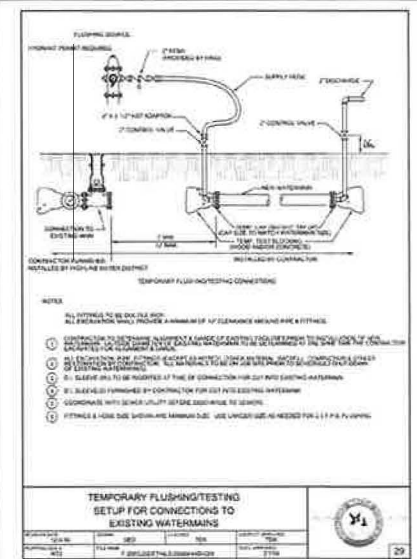
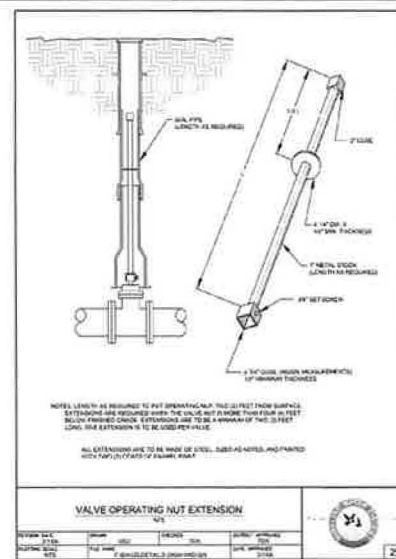
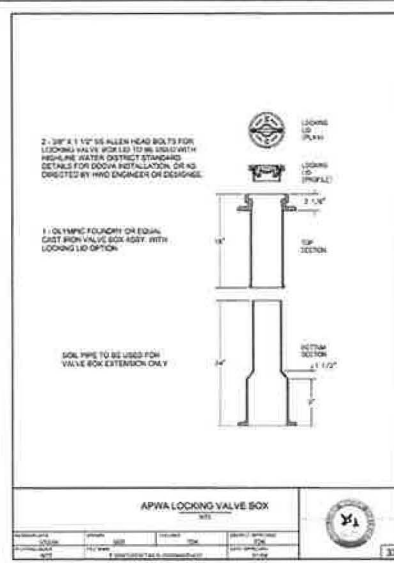
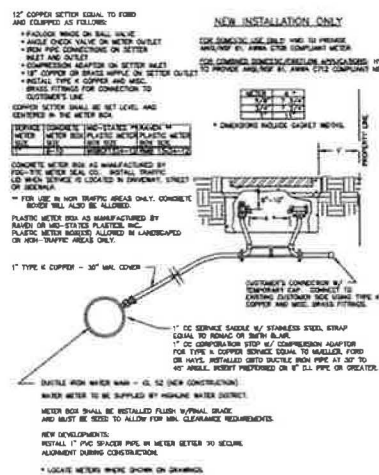
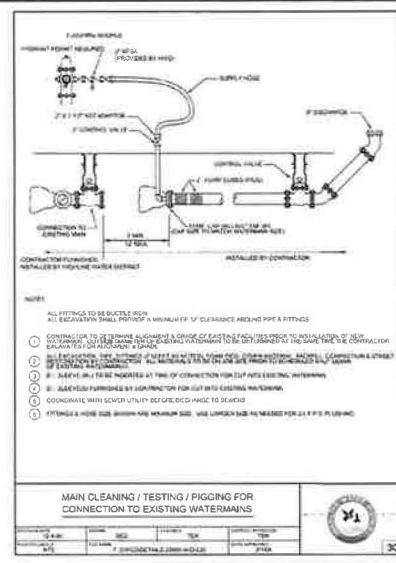
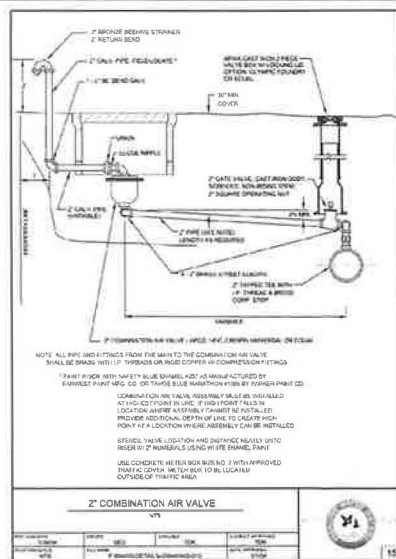
JJM
DESIGNED
BAW
DRAWN
JSK
CHECKED

NOTICE

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IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

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90% SUBMITTAL

SHEET

DISTRICT STANDARD WATER DETAILS 2

W-15

PROJECT NO.:	19-2429	SCALE:	AS SHOWN	DATE:	SEPTEMBER 2019
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21 of X

NOTIC

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JJM
DESIGNED
BAW
DRAWN
JSK
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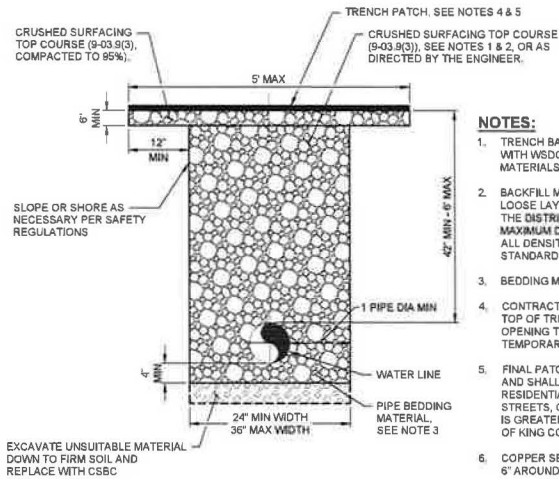
murraysmith



**19-1 NORTH HILL
AC WATER MAIN
REPLACEMENT AND
SEWER UTILITY
IMPROVEMENTS**

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H:\EVT Projects\19\2429 - 19-1 HWD North Hill AC Water Main Replacement\CAO\Sheets\19-2429-WA-D.dwg W-16 9/26/2019 3:08 PM BRETT WILLIAMS 23.0s (LMS Tech)



NOTES:

1. TRENCH BACKFILL SHALL BE CSTC IN ACCORDANCE WITH WSDOT SPECIFICATION 9-03.9(3). NO RECYCLED MATERIALS WILL BE ALLOWED IN THE TRENCH.
2. BACKFILL MATERIAL SHALL BE PLACED IN 0.5 FEET LOOSE LAYERS (UNLESS OTHERWISE DIRECTED BY THE DISTRICT) AND COMPACTED TO 95 PERCENT MAXIMUM DENSITY OR AS DIRECTED BY THE OWNER. ALL DENSITIES SHALL BE TESTED PER WSDOT/APWA STANDARD SPECIFICATION SECTION 2-03.3(14D).
3. BEDDING MATERIAL SHALL BE 5/8" CSTC.
4. CONTRACTOR SHALL RESTORE AND MAINTAIN THE TOP OF TRENCH WITH TEMPORARY PATCH PRIOR TO OPENING THE AREA TO VEHICULAR TRAFFIC. TEMPORARY PATCH MATERIAL SHALL BE 1" HMA.
5. FINAL PATCH SHALL BE HMA CLASS 1/2" PG 64-22 AND SHALL HAVE THICKNESS OF 4-INCHES ON RESIDENTIAL STREETS AND 6-INCHES ARTERIAL STREETS, OR SHALL MATCH EXISTING, WHICHEVER IS GREATER AND OTHERWISE MEET REQUIREMENTS OF KING COUNTY ROAD STANDARDS SECTION 8.03.
6. COPPER SERVICE LINES SHALL BE BEDDED IN SAND 6" AROUND ALL FITTINGS AND PIPE.

TYPICAL PIPE TRENCH
SCALE: NTS

90% SUBMITTAL

NO.	DATE	BY	REVISION

NOTICE
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

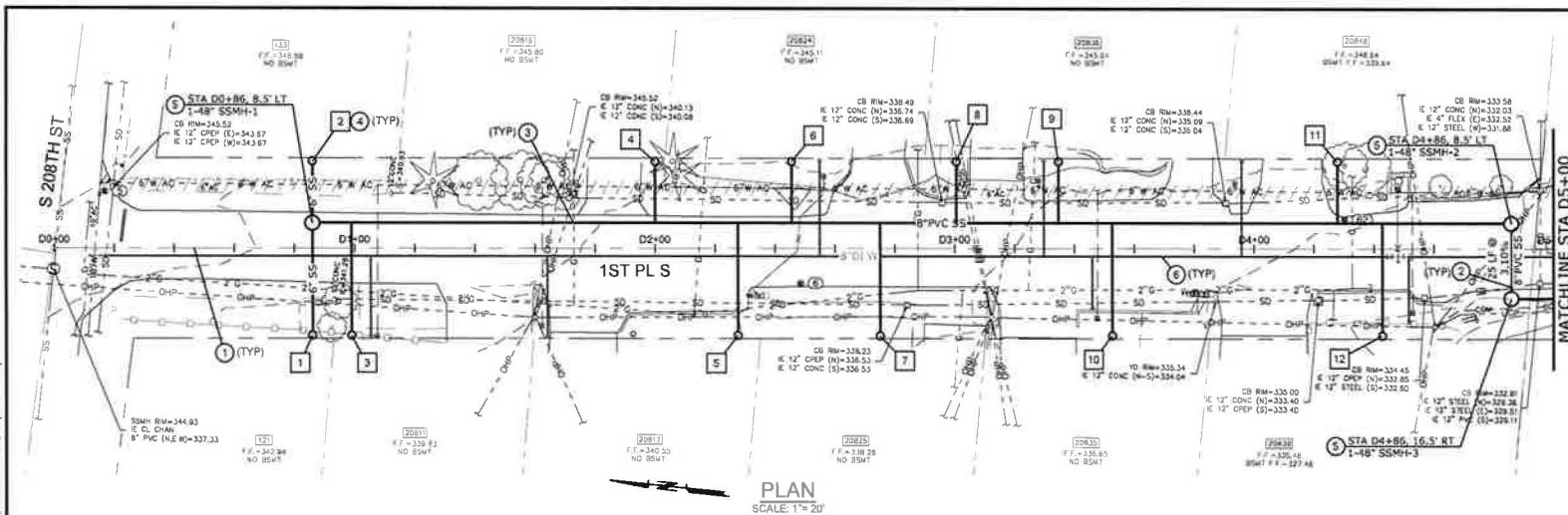
JJM
DESIGNED
BAW
DRAWN
JSK
CHECKED



19-1 NORTH HILL
AC WATER MAIN
REPLACEMENT AND
SEWER UTILITY
IMPROVEMENTS

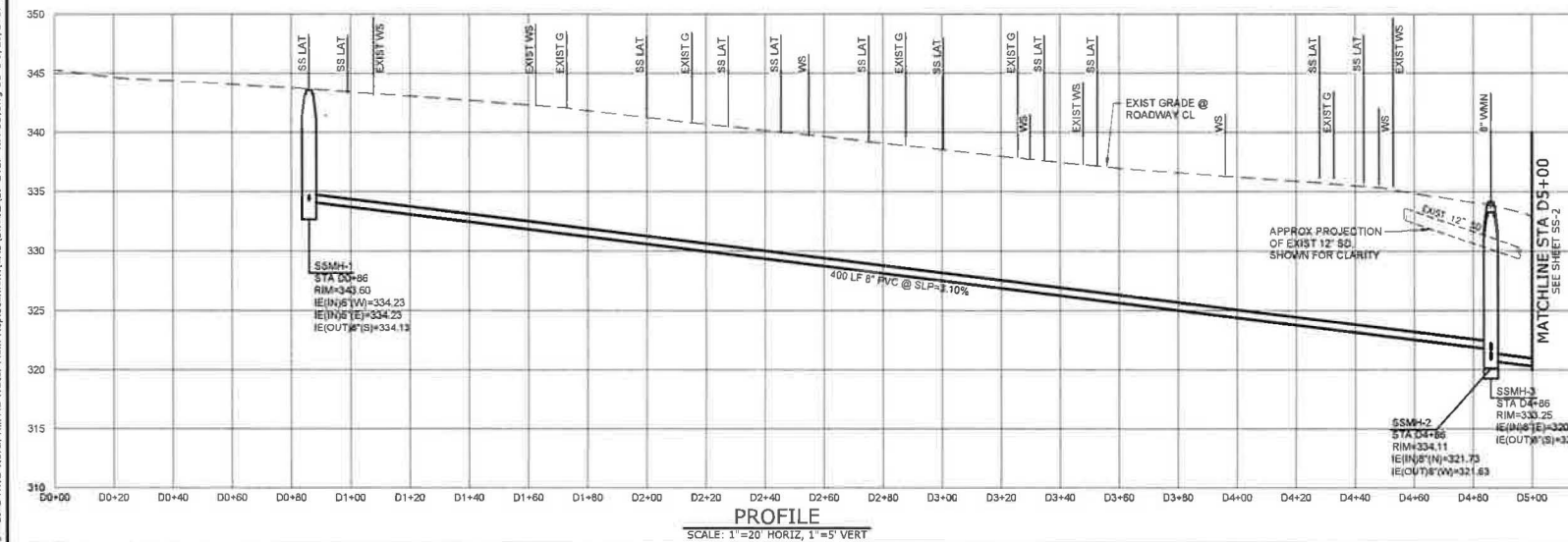
MISCELLANEOUS DETAILS			
PROJECT NO.:	19-2429	SCALE:	AS SHOWN
DATE:	SEPTEMBER 2019		

SHEET
W-16
22 of X



NOTES:

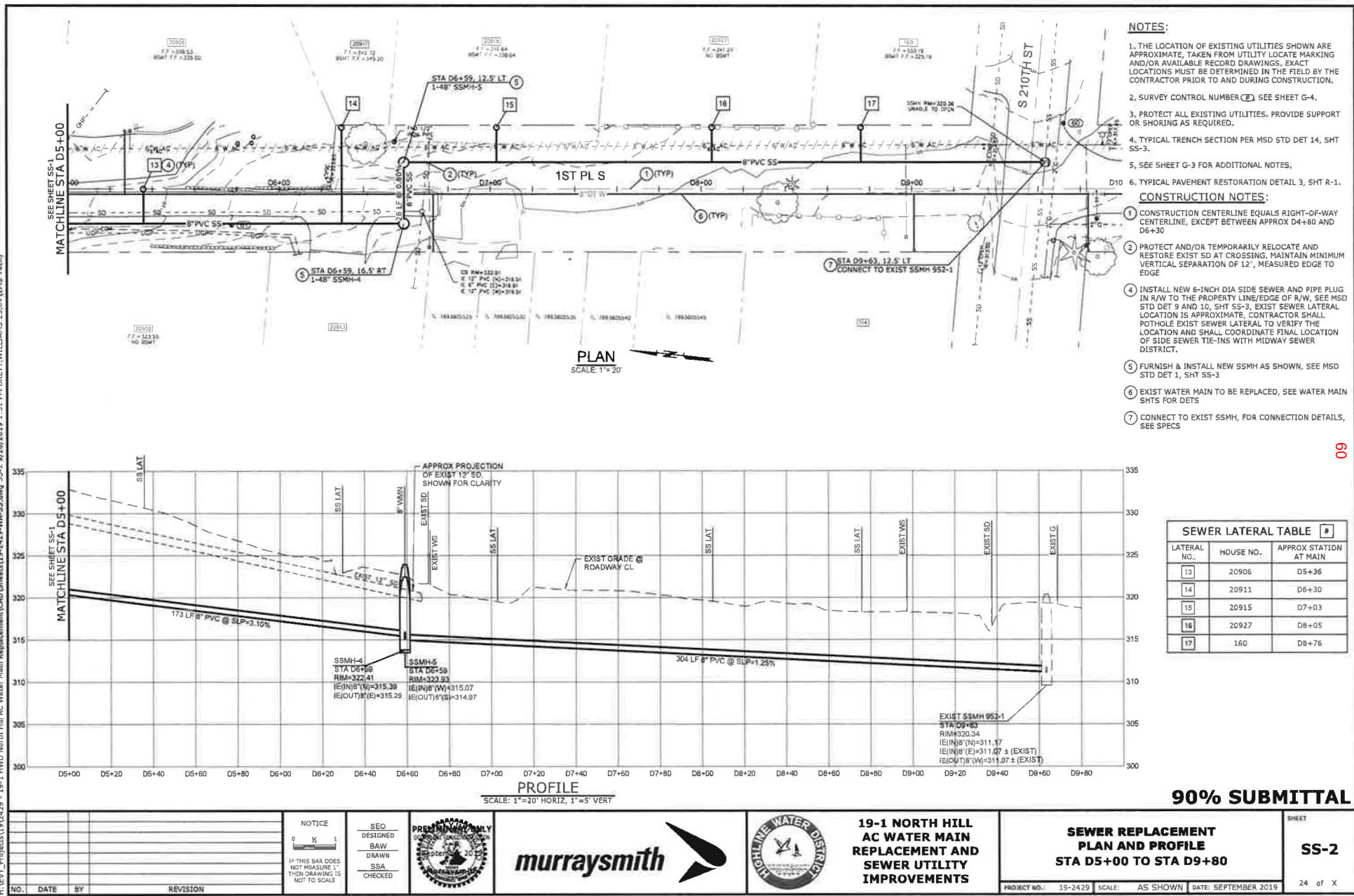
1. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE, TAKEN FROM UTILITY LOCATE MARKING AND/OR AVAILABLE RECORD DRAWINGS. EXACT LOCATIONS MUST BE DETERMINED IN THE FIELD BY THE CONTRACTOR PRIOR TO AND DURING CONSTRUCTION.
 2. SURVEY CONTROL NUMBER (C) SEE SHEET G-4.
 3. PROTECT ALL EXISTING UTILITIES. PROVIDE SUPPORT OR SHORING AS REQUIRED.
 4. TYPICAL TRENCH SECTION PER MSD STD DET 14, SHT SS-3.
 5. SEE SHEET G-3 FOR ADDITIONAL NOTES.
 6. TYPICAL PAVEMENT RESTORATION DETAIL 3, SHT R-1.
- CONSTRUCTION NOTES:
1. CONSTRUCTION CENTERLINE EQUALS RIGHT-OF-WAY CENTERLINE, EXCEPT BETWEEN APPROX D4+80 AND D6+30
 2. PROTECT AND/OR TEMPORARILY RELOCATE AND RESTORE EXIST SD AT CROSSING. MAINTAIN MINIMUM VERTICAL SEPARATION OF 12', MEASURED EDGE TO EDGE
 3. PROTECT EXIST GAS AND GAS SERVICE. PROVIDE SUPPORT DURING EXCAVATION ACTIVITIES. GAS AND GAS SERVICE LOCATIONS ARE NOT GUARANTEED COMPLETE OR ACCURATE
 4. INSTALL NEW 6-INCH DIA SIDE SEWER AND PIPE PLUG IN R/W TO THE PROPERTY LINE/EDGE OF R/W. SEE MSD STD DET 9 AND 10, SHT SS-3. EXIST SEWER LATERAL LOCATION IS APPROXIMATE. CONTRACTOR SHALL POTHOLE EXIST SEWER LATERAL TO VERIFY THE LOCATION AND SHALL COORDINATE FINAL LOCATION OF SIDE SEWER TIE-INS WITH MIDWAY SEWER DISTRICT.
 5. FURNISH & INSTALL NEW SSMH AS SHOWN, SEE MSD STD DET 1, SHT SS-3
 6. EXIST WATER MAIN TO BE REPLACED, SEE WATER MAIN SHTS FOR DETS

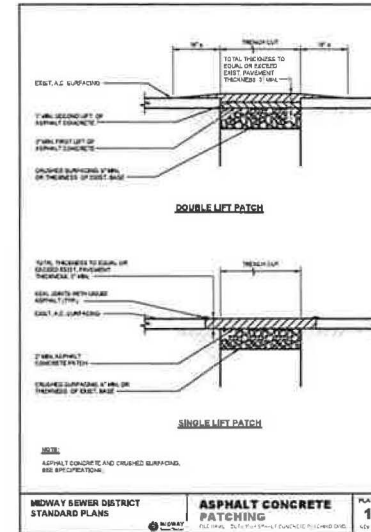
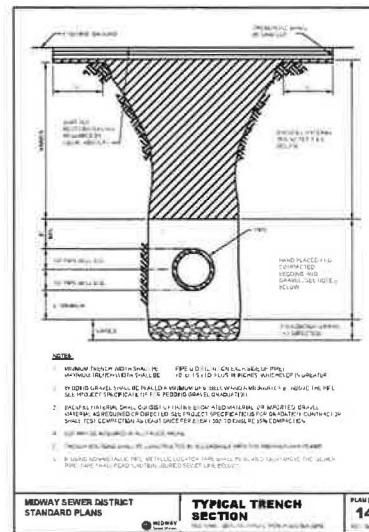
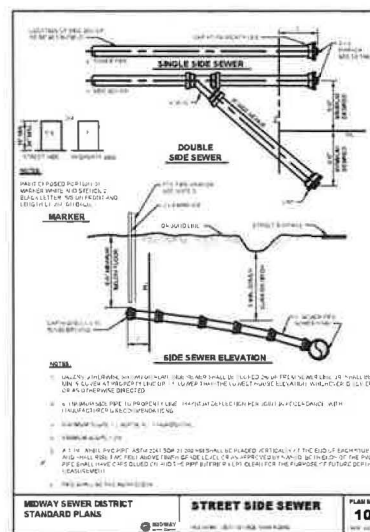
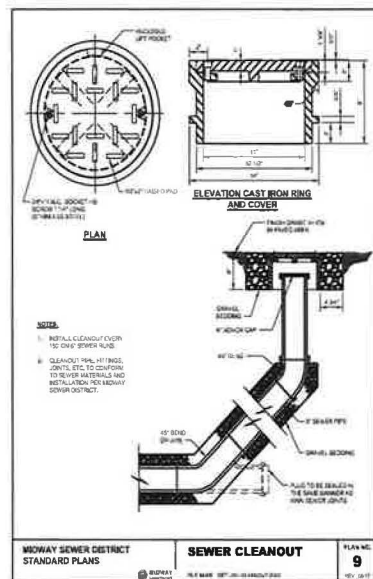


SEWER LATERAL TABLE		
LATERAL NO.	HOUSE NO.	APPROX STATION AT MAIN
1	121	D0+85
2	139	D0+85
3	20811	D0+99
4	20816	D2+00
5	20817	D2+28
6	20824	D2+46
7	20825	D2+75
8	-	D3+00
9	20836	D3+34
10	20835	D3+52
11	20848	D4+27
12	20839	D4+42

90% SUBMITTAL

<table><tr><td>NOTICE</td><td>SEO</td><td rowspan="3"></td><td rowspan="3"></td><td rowspan="3"></td><td rowspan="4">19-1 NORTH HILL AC WATER MAIN REPLACEMENT AND SEWER UTILITY IMPROVEMENTS</td><td rowspan="4">SEWER REPLACEMENT PLAN AND PROFILE STA D0+00 TO STA D5+00</td><td rowspan="4">SHEET SS-1</td></tr><tr><td>IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE</td><td>DESIGNED BAW</td></tr><tr><td></td><td>DRAWN SSA</td></tr></table>								NOTICE	SEO				19-1 NORTH HILL AC WATER MAIN REPLACEMENT AND SEWER UTILITY IMPROVEMENTS	SEWER REPLACEMENT PLAN AND PROFILE STA D0+00 TO STA D5+00	SHEET SS-1	IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE	DESIGNED BAW		DRAWN SSA
NOTICE	SEO				19-1 NORTH HILL AC WATER MAIN REPLACEMENT AND SEWER UTILITY IMPROVEMENTS	SEWER REPLACEMENT PLAN AND PROFILE STA D0+00 TO STA D5+00	SHEET SS-1												
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE	DESIGNED BAW																		
	DRAWN SSA																		
NO.	DATE	BY	REVISION	PROJECT NO.: 19-2429 SCALE: AS SHOWN DATE: SEPTEMBER 2019				23 of X											





9

EXHIBIT B

ENGINEERING COST ESTIMATES

EXHIBIT B - ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COSTS

SCHEDULE B - DISTRICT/CITY SHARED BID ITEMS

BI No.	Item Description	Bid Unit	Estimated Quantity	Est. Unit Cost	Total Cost	City of Des Moines	Highline Water District
B-1	Mobilization (10% Maximum)	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 35,000.00	\$ 35,000.00
B-2	Temporary Traffic Control	LS	1	\$ 33,000.00	\$ 33,000.00	\$ 16,500.00	\$ 16,500.00
B-3	Planing Bituminious Pavement, 2 In. Depth	SY	25,450	\$ 6.00	\$ 152,700.00	\$ 76,350.00	\$ 76,350.00
B-4	Planing Bituminious Pavement, 3 In. Depth	SY	3,550	\$ 7.00	\$ 24,850.00	\$ 12,425.00	\$ 12,425.00
B-5	HMA Cl. 1/2 in. PG 64-22 for Pavement Overlay	TN	3,400	\$ 100.00	\$ 340,000.00	\$ 170,000.00	\$ 170,000.00
B-6	HMA Thickened Edge	LF	7,250	\$ 4.00	\$ 29,000.00	\$ 14,500.00	\$ 14,500.00
B-7	Edge Restoration	LF	4,400	\$ 3.00	\$ 13,200.00	\$ 6,600.00	\$ 6,600.00
TOTAL					\$ 662,750.00	\$ 331,375.00	\$ 331,375.00

SCHEDULE B - CITY WORK BID ITEMS

Bid Item No.	Item Description	Bid Unit	Estimated Quantity	Unit Cost	Total Cost	City of Des Moines	Highline Water District
B-8	Unsuitable Foundation Excavation inc Haul for Roadway	SY	715	\$ 60.00	\$ 42,900.00	\$ 42,900.00	\$ -
B-9	Pavement Repair	SY	2,135	\$ 22.00	\$ 46,970.00	\$ 46,970.00	\$ -
B-10	Minor Change	EST	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -
TOTAL					\$ 99,870.00	\$ 99,870.00	\$ -

	CITY	HWD
TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COST	\$ 431,245.00	\$ 331,375.00

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**CITY OF DES MOINES
2020-2025 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

Arterial Street Pavement Preservation

Project # 102.102

CIP Category: Transportation - Operating Project

Managing Department: Plan, Build & PW Admin

Summary Project Description:

Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of pavement rehabilitation measures, such as chip seals, patches and overlays.

Justification/Benefits: The City's Comprehensive Transportation Plan has identified the Pavement Management Program as a high priority. A major component of this program are pavement maintenance and rehabilitation projects. These projects are intended to protect and preserve the surface condition and help maintain the structural integrity of roadways. With proper maintenance, asphalt pavement has a design life of 20 to 25 years. There are approximately 100 centerline miles of roadway. Given the design life of pavement, the Pavement Management Program should strive to maintain at least 4 to 5 centerline miles of roadway bi-annually, if resources are available.

PROJECT SCOPE			
Expenditures	Current Budget	Requested Change	Total Budget
Design	503	(401)	102
Land & Right of Way	-	-	-
Construction	6,291	(3,980)	2,311
Contingency	76	5,636	5,712
Total Expenditures	6,870	1,255	8,125

ANNUAL ALLOCATION							
Project to Date 12/31/18	Scheduled Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025
102	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
2,099	212	-	-	-	-	-	-
521	566	925	925	925	925	925	-
2,722	778	925	925	925	925	925	-

Funding Sources	Current Budget	Requested Change	Total Budget
Arterial Pavement Fund	-	44	44
Interlocal Agreement	-	764	764
Transportation Benefit District Fund Transfer	3,900	(4)	3,896
Franchise Fees	3,718	942	4,660
Total Funding	7,618	1,746	9,364

Project to Date 12/31/18	Scheduled Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025
44	-	-	-	-	-	-	-
764	-	-	-	-	-	-	-
1,252	172	475	485	494	504	514	-
934	606	612	618	624	630	636	-
2,994	778	1,087	1,103	1,118	1,134	1,150	-

OPERATING IMPACT			
Operating Impact	6 Year Total		
Revenue	-	-	-
Expenses	-	-	-
Net Impact	-	-	-

ANNUAL OPERATING IMPACT							
12/31/18	2019	2020	2021	2022	2023	2024	2025
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

*Transportation Benefit District Funds in 2020 and beyond are subject to potential legislative changes.

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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:
2020-2021 On-Call Consultant Agreements for
Civil Engineering Services

ATTACHMENTS:

1. Consultant Services Contract
2. Request for Qualifications

FOR AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: November 7, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: SB

- ☒ Legal JG
☒ Finance Baw
☐ Courts N/A
☐ Police N/A

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

Purpose and Recommendation

The purpose of this Agenda Item is to seek City Council authorization of Consultant Agreements for On-Call Civil Engineering Services from January 1, 2020 through December 31, 2021. The selected Consultants will provide engineering support on the City's approved Capital Improvement Program projects, will work on the Professional Services portions of the City's approved operating budgets as needed, will provide assistance on the review of development applications when necessary, and will be available to assist the City during emergency situations. This process has been used successfully by the City since 2008. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion 1: "I move to approve the Consultant Services Contract for On-Call Civil Engineering Services (2020-2021) with Century West Engineering, Exeltech Consulting Inc., GeoDesign Inc., HWA Geosciences Inc., KPFF Consulting Engineers., KPG, P.S., Parametrix, Perteet, and Tetra Tech each up to \$1,000,000.00, and authorize the City Manager to sign the Consultant Services Contract substantially in the form as submitted."

Background

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

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

In September of 2019, staff placed an advertisement for a Request for Qualifications (RFQ) from civil engineering firms interested in providing on-call engineering services to the City through the year 2021. A copy of the RFQ is provided as Attachment 2 for reference. Statements of Qualifications (SOQ) were received from 13 firms. Throughout October, a staff selection committee reviewed each of the SOQ's and ranked them based on their response to the criteria identified in the RFQ. The firms were also ranked on their ability to provide quality services in a wide variety of specific civil engineering disciplines.

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

The selected consultant firms are Century West Engineering, Exeltech Consulting Inc., GeoDesign Inc., HWA Geosciences Inc., KPFF Consulting Engineers., KPG, P.S., Parametrix, Perteet, and Tetra Tech.

Discussion

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

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

In late 2007, the Council authorized On-call Consultant Agreements for the years 2008 and 2009. This process was used again very successfully between 2010 and 2011, for years 2012 and 2013, for years 2014 and 2015, for years 2016 and 2017, and for years 2018-2019. Having those Agreements in place

greatly increased the productivity and efficiency of the staff. That increased productivity will certainly continue in 2020 and 2021 with the continuation of this on-call process.

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

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

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

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

Alternatives

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

Financial Impact

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

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

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

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

Recommendation

Staff recommends adoption of the motion.

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

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

I. DESCRIPTION OF WORK.

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

- "Scope of Work for 2020-2021 On-Call General Civil Engineering Services" attached hereto as Exhibit "A" is incorporated herein by reference, and
- Specific task orders issued by the City to Consultant under the terms described in Exhibit "A".

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

II. TIME OF COMPLETION. The parties agree that work will begin on each task order described in Section I above immediately upon issuance of such task order. Upon the effective date of this Contract, Consultant shall complete the work described in Section I within the time specified in each task order and as specified in Exhibit "A".

III. COMPENSATION.

- A. The City shall pay the Consultant, for each task order, based on time and materials, an amount not to exceed the maximum amount payable specified in the task order for the services described in the task order. This is the maximum amount to be paid under this Contract for the work described in the task order, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The maximum amount to be paid under this Contract shall not exceed one million dollars (\$1,000,000) for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit "A" for its services contracted for under each individual task assignment issued under this Contract herein shall remain locked at the negotiated rate(s) for the duration of the formal task order assignment.

- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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

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

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

1. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

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

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

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

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

XVI. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

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

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

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

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

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

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

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

NOTICES TO BE SENT TO: CONSULTANT: [Insert Contact Name] [Insert Company Name] [Insert Address] [Address - Continued] [Insert Telephone Number] (telephone) [Insert Fax Number] (facsimile)	NOTICES TO BE SENT TO: CITY OF DES MOINES: [Insert Name of City Rep. to Receive Notice] City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 [Insert Telephone Number] (telephone) [Insert Fax Number] (facsimile)
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Exhibit “A”
Scope of Work
2020-2021 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected **Consultant Name Here** (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. **Consultant Name Here** agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2020 through December 31st, 2021. **Consultant Name Here** will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2021, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2022. No new work shall be authorized after December 31st, 2021 unless this Agreement is amended by the City to extend these termination dates.

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

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

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

PROJECT DESCRIPTION

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

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

TASK ASSIGNMENT PROCESS

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

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

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

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

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

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

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

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

CONTRACT VALUE

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



FORMAL TASK ASSIGNMENT DOCUMENT

Task Number _____

The general provisions and clauses of Agreement _____

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

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work: _____

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Attachment Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

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**CITY OF DES MOINES
ENGINEERING SERVICES DEPARTMENT
REQUEST FOR QUALIFICATIONS
ON-CALL GENERAL CIVIL ENGINEERING SERVICES
2020 – 2021
Submittal Due Date: October 11, 2019**

GENERAL SCOPE:

The City of Des Moines is requesting statements of qualifications for firms interested in providing on-call General Civil Engineering Services for various City projects and tasks. The selected consultant(s) shall be responsible for preparing and/or reviewing civil engineering plans and specifications and where necessary, associated NEPA and or SEPA, studies, reports, and permits. The selected consultant(s) will be responsible for review of engineering aspects of selected developer plans. The selected consultant(s) will also provide predesign studies and final design assistance in support of City capital projects, operations, and maintenance including but not limited to, projects selected from the City of Des Moines adopted Transportation Improvement Plan. The City may also require architectural, landscape and/or urban design services in support of capital projects possibly including, but not limited to, arterial corridor planning, preservation of historic structures and/or improvements in the city center. The selected consultant(s) shall be available on an as-needed basis from January 1, 2020 to December 31, 2021. One or more consultant contracts will be considered under this solicitation, each with a maximum cost of up to \$1,000,000, incurred under multiple task order assignments. The Consultant(s) will be expected to respond on short notice to requests for technical services to resolve urgent task orders.

PROFESSIONAL SERVICES REQUIRED:

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

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

- General Civil Engineering – All services as illustrated above
- Structural Engineering – General and Bridge Services
- Geotechnical Engineering – General Services
- Environmental Engineering – General and Permitting Services

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

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

RFQ SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA:

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

The RFQ's will be evaluated by a selection committee. If the selection committee cannot make definitive consultant selections, the City may choose to conduct oral interviews of top ranking firms. The committee will ultimately select Civil Engineering firms to be included on an on-call roster for 2020-2021.

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

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

Total maximum points: 150

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

Five (5) copies of the response to this RFQ must be delivered to the City of Des Moines, 21650 11th Avenue South, Des Moines, WA 98198, Attention: Andrew Merges, P.E. Transportation & Engineering Services Manager, by **4:00 PM on October 11, 2019**. Questions regarding this Request for Qualifications should be directed in writing, via e-mail only, to Andrew Merges, at amerges@desmoineswa.gov by 12:00 PM October 4, 2019. City written responses, if applicable, will be available to interested parties on or before the COB October 9, 2019.

Published in the Seattle Times: September 23 and September 30, 2019.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Ordinance No. 19-101 updating Des Moines Municipal Code (DMMC) Chapters 3.84 and 3.85 to reflect changes made to state law affecting the City's Business and Occupation Tax Code.

ATTACHMENTS:

1. Draft Ordinance No. 19-101

FOR AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 5, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal *JB*
- ☒ Finance *Baw*
- ☐ Courts _____
- ☐ Police _____

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

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider Draft Ordinance No. 19-101 amending DMMC 3.84.040, 3.84.090, 3.84.110, 3.85.070, 3.85.180, and 3.85.270 reflecting changes to state law affecting City's Business and Occupation Tax Code.

Suggested Motion

First Motion: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 19-101 on first reading."

Second Motion: "I move to enact Draft Ordinance No. 19-101 authorizing an amendment to the Business and Occupation Tax Code, DMMC 3.84.040, 3.84.090, 3.84.110, 3.85.070, 3.85.180, and 3.85.270, reflecting changes to state law affecting city B&O tax administration."

Background

In 2003, the legislature passed a bill that required the Association of Washington Cities (AWC) to develop a Model Ordinance to be adopted by all cities imposing a business and occupation (“B&O”) tax. The legislature was concerned about the lack of uniformity of the cities' B&O tax ordinances and about allegations that some business income was subject to multiple taxation. Any city wishing to impose a B&O tax was required to adopt the mandatory provisions of the model ordinance before January 1, 2005.

The City of Des Moines adopted the Model Ordinance through Ordinance No. 1355, and has twice amended the adopted provisions, through Ordinance No. 1417 in 2007 and Ordinances No. 1555 and 1556 in 2012, in order to stay consistent with changes made to the Model Ordinance.

Following passage of House Bills 1059 and 1043 in the 2019 Legislative Session, the Model Ordinance task force has amended the Model Ordinance again to reflect the new requirements imposed by the State and to make technical corrections to the existing Model Ordinance. The revised Model Ordinance is required to be adopted by cities levying a B&O tax before January 1, 2020.

Discussion

The Model Ordinance includes changes to RCW 35.102 and reflects other changes made to state law since 2013. Cities must adopt mandatory changes to model ordinance with the same effective date: January 1, 2020.

The changes to the Model Ordinance that are contained in the proposed Draft Ordinance are as follows:

- **Definition of engaging in business** – Removes the section for contracting with the city from the definition of “engaging in business” in DMMC 3.84.040 to align with the model business license definition adopted by cities last year.
- **Service apportionment definition of customer location hierarchy** – Adopts changes to service apportionment test, definition of business activity tax, customer and customer location, and alternative apportionment process in DMMC 3.84.090, as required by HB 1403.
- **Annual tax filing deadline** – Amends DMMC 3.85.070 to change the due date for tax payments to those specified in RCW 82.32.045 effective January 1, 2021, as required by HB 1059.
- **Technical changes** – Removes a reference to language repealed in 2008; makes technical changes to update the RCW reference to tax exemption for motor vehicle fuel; and makes technical corrections to titles and individual words.

In addition, the City Staff has identified additional corrections needed bring to the DMMC up to date:

- Correct citations to the Hearing Examiner Code to reflect the current codification at chapter 18.240 DMMC in DMMC 3.85.180 and .270

Alternatives

Not adopt the proposed Draft Ordinance (not recommended). The update to the model ordinance is a mandatory provision for B&O tax cities.

Financial Impact

If we do not adopt the changes to the Model Ordinance, it would affect the city’s ability to collect B&O taxes. This would be a potential loss of \$1,305,000 in B&O tax revenue in 2020.

Recommendation

Staff recommends the City Council enact Draft Ordinance No. 19-101.

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CITY ATTORNEY'S FIRST DRAFT 10/10/2019**DRAFT ORDINANCE NO. 19-101**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to taxation; amending DMMC 3.84.040, 3.84.090, 3.84.110, 3.85.070, 3.85.180, and 3.85.270; and setting an effective date.

WHEREAS, RCW 35A.82.020 authorizes code cities to impose business licensing requirements and excises upon business transacted within such a city to the extent permitted by the general law, and

WHEREAS, RCW 35.21.710 authorizes cities to levy and collect a tax not to exceed two-tenths of one percent (.2%) on the gross income of persons doing business within the City, subject to limitations imposed by the State Legislature, and

WHEREAS, the City has acted upon this authority by enacting business licensing and other requirements which are set forth in Titles 3 and 5 of the Des Moines Municipal Code, and

WHEREAS, in 2003 the Washington State Legislature approved EHB 2030 requiring that, effective January 1, 2005, all cities levying or planning to levy a general business and occupation tax must revise their ordinances or adopt ordinances to be consistent with the "model ordinance" for municipal gross receipts business and occupation tax created through the Washington Association of Cities ("AWC"), and

WHEREAS, the City enacted Ordinance No. 1355, adopting AWC's model ordinance provisions effective January 2005, codified at chapter 3.84 of the Des Moines Municipal Code, and

WHEREAS, the City enacted Ordinance No. 1417 amending DMMC chapter 3.84 to adopt AWC's 2007 revised model ordinance provisions effective January 2008, and

WHEREAS, the City enacted Ordinance No. 1555 replacing DMMC chapter 3.84 to adopt AWC's 2012 revised model ordinance made to reflect changes made to state law since 2008, and

WHEREAS, the City enacted Ordinance No. 1556 to adopt the administrative provisions of the 2012 AWC revised model ordinance at DMMC chapter 3.85, and

Ordinance No. ____
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WHEREAS, the Legislature passed HB 1059 and HB 1403 in the 2019 legislative session, affecting the administration of business and occupation tax by cities, and

WHEREAS, AWC has once again revised the model ordinance to reflect the new legislation and to make technical corrections, which must be adopted by cities imposing a business and occupation tax effective January 1, 2020, and

WHEREAS, the City Council finds that adopting the required changes to the Des Moines Municipal Code to maintain consistency with the AWC model ordinance is appropriate and necessary to preserve the public health, safety, and general welfare; now therefore,

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

Sec. 1. DMMC 3.84.040 and section 5 of Ordinance No. 1555 are amended to read as follows:

Definitions. In construing the provisions of this chapter, the following definitions shall be applied. Words in the singular number shall include the plural, and the plural shall include the singular.

(1) "Business" includes all activities engaged in with the object of gain, benefit, or advantage to the taxpayer or to another person or class, directly or indirectly.

(2) "Business and occupation tax" or "gross receipts tax" means a tax imposed on or measured by the value of products, the gross income of the business, or the gross proceeds of sales, as the case may be, and that is the legal liability of the business.

(3) "Commercial or industrial use" means the following uses of products, including by-products, by the extractor or manufacturer thereof:

(a) Any use as a consumer; and

(b) The manufacturing of articles, substances or commodities.

Ordinance No. ____
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(4) "Delivery" means the transfer of possession of tangible personal property between the seller and the buyer or the buyer's representative. Delivery to an employee of a buyer is considered delivery to the buyer. Transfer of possession of tangible personal property occurs when the buyer or the buyer's representative first takes physical control of the property or exercises dominion and control over the property. Dominion and control means the buyer has the ability to put the property to the buyer's own purposes. It means the buyer or the buyer's representative has made the final decision to accept or reject the property, and the seller has no further right to possession of the property and the buyer has no right to return the property to the seller, other than under a warranty contract. A buyer does not exercise dominion and control over tangible personal property merely by arranging for shipment of the property from the seller to itself. A buyer's representative is a person, other than an employee of the buyer, who is authorized in writing by the buyer to receive tangible personal property and take dominion and control by making the final decision to accept or reject the property. Neither a shipping company nor a seller can serve as a buyer's representative. It is immaterial where the contract of sale is negotiated or where the buyer obtains title to the property. Delivery terms and other provisions of the Uniform Commercial Code (Title 62A RCW) do not determine when or where delivery of tangible personal property occurs for purposes of taxation.

(5) "Digital automated service," "digital code," and "digital goods" have the same meaning as in RCW 82.04.192.

(6) "Digital products" means digital goods, digital codes, digital automated services, and the services described in RCW 82.04.050(2)(g) and (6)(b).

(7) "Eligible gross receipts tax" means a tax which:

(a) Is imposed on the act or privilege of engaging in business activities within DMMC 3.84.050; and

(b) Is measured by the gross volume of business, in terms of gross receipts and is not an income tax or value added tax; and

Ordinance No. ____
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(c) Is not, pursuant to law or custom, separately stated from the sales price; and

(d) Is not a sales or use tax, business license fee, franchise fee, royalty or severance tax measured by volume or weight, or concession charge, or payment for the use and enjoyment of property, property right or a privilege; and

(e) Is a tax imposed by a local jurisdiction, whether within or without the State of Washington, and not by a country, state, province, or any other nonlocal jurisdiction above the County level.

(8) "Engaging in business."

(a) The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

(b) This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de ~~minimus~~ minimis business activities in the City without having to register and obtain a business license or pay City business and occupation taxes. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (8)(a) of this section. If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.

(c) Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license:

(i) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.

Ordinance No. ____
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(ii) Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.

(iii) Soliciting sales.

(iv) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

(v) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

(vi) Installing, constructing, or supervising installation or construction of, real or tangible personal property.

(vii) Soliciting, negotiating, or approving franchise, license, or other similar agreements.

(viii) Collecting current or delinquent accounts.

(ix) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

(x) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

(xi) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, and veterinarians.

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(xii) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

(xiii) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.

(xiv) Investigating, resolving, or otherwise assisting in resolving customer complaints.

(xv) In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

(xvi) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

~~_____ (xvii) Accepting or executing a contract with the City, irrespective of whether goods or services are delivered within or without the City, or whether the person's office or place of business is within or without the City.~~

(d) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license and pay tax.

(i) Meeting with suppliers of goods and services as a customer.

(ii) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

(iii) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or

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attendee engaging in business such as a member of a board of directors who attends a board meeting.

(iv) Renting tangible or intangible property as a customer when the property is not used in the City.

(v) Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.

(vi) Conducting advertising through the mail.

(vii) Soliciting sales by phone from a location outside the City.

(e) A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection (8)(d) of this section.

The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the tax under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

(9) "Extracting" is the activity engaged in by an extractor and is reportable under the extracting classification.

(10) "Extractor" means every person who from the person's own land or from the land of another under a right or license granted by lease or contract, either directly or by contracting with others for the necessary labor or mechanical services, for sale or for commercial or industrial use, mines, quarries, takes or produces coal, oil, natural gas, ore, stone, sand, gravel, clay, mineral or other natural resource product; or fells, cuts or takes timber, Christmas trees, other than plantation Christmas trees, or other natural products; or takes fish, shellfish, or other sea or inland water foods or products. "Extractor" does not include persons performing under contract the necessary labor or

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mechanical services for others; or persons meeting the definition of "farmer".

(11) "Extractor for hire" means a person who performs under contract necessary labor or mechanical services for an extractor.

(12) "Gross income of the business" means the value proceeding or accruing by reason of the transaction of the business engaged in and includes gross proceeds of sales, compensation for the rendition of services, gains realized from trading in stocks, bonds, or other evidences of indebtedness, interest, discount, rents, royalties, fees, commissions, dividends, and other emoluments however designated, all without any deduction on account of the cost of tangible property sold, the cost of materials used, labor costs, interest, discount, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

(13) "Gross proceeds of sales" means the value proceeding or accruing from the sale of tangible personal property, digital goods, digital codes, digital automated services or for other services rendered, without any deduction on account of the cost of property sold, the cost of materials used, labor costs, interest, discount paid, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

(14) "Manufacturing" means the activity conducted by a manufacturer and is reported under the manufacturing classification.

(15) "Manufacturer," "to manufacture."

(a) "Manufacturer" means every person who, either directly or by contracting with others for the necessary labor or mechanical services, manufactures for sale or for commercial or industrial use from the person's own materials or ingredients any products. When the owner of equipment or facilities furnishes, or sells to the customer prior to manufacture, materials or ingredients equal to less than twenty percent (20%) of the total value of all materials or ingredients that become a part of the finished product, the owner of the equipment or facilities will be deemed to be a processor for hire, and not a manufacturer.

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(b) "To manufacture" means all activities of a commercial or industrial nature wherein labor or skill is applied, by hand or machinery, to materials or ingredients so that as a result thereof a new, different or useful product is produced for sale or commercial or industrial use, and shall include:

(i) The production of special made or custom made articles;

(ii) The production of dental appliances, devices, restorations, substitutes, or other dental laboratory products by a dental laboratory or dental technician;

(iii) Crushing and/or blending of rock, sand, stone, gravel, or ore; and

(iv) The producing of articles for sale, or for commercial or industrial use from raw materials or prepared materials by giving such materials, articles, and substances of trade or commerce new forms, qualities, properties or combinations including, but not limited to, such activities as making, fabricating, processing, refining, mixing, slaughtering, packing, aging, curing, mild curing, preserving, canning, and the preparing and freezing of fresh fruits and vegetables.

"To manufacture" shall not include the production of digital goods or the production of computer software if the computer software is delivered from the seller to the purchaser by means other than tangible storage media, including the delivery by use of a tangible storage media where the tangible storage media is not physically transferred to the purchaser.

(16) "Person" means any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, municipal corporation, political subdivision of the State of Washington, corporation, limited liability company, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, non-profit, or otherwise and the United States or any instrumentality thereof.

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(17) "Retailing" means the activity of engaging in making sales at retail and is reported under the retailing classification.

(18) "Retail service" includes the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:

(a) Amusement and recreation services including but not limited to golf, pool, billiards, skating, bowling, swimming, bungee jumping, ski lifts and tows, basketball, racquet ball, handball, squash, tennis, batting cages, day trips for sightseeing purposes, and others, when provided to consumers. "Amusement and recreation services" also include the provision of related facilities such as basketball courts, tennis courts, handball courts, swimming pools, and charges made for providing the opportunity to dance. The term "amusement and recreation services" does not include instructional lessons to learn a particular activity such as tennis lessons, swimming lessons, or archery lessons.

(b) Abstract, title insurance, and escrow services;

(c) Credit bureau services;

(d) Automobile parking and storage garage services;

(e) Landscape maintenance and horticultural services but excluding (i) horticultural services provided to farmers and (ii) pruning, trimming, repairing, removing, and clearing of trees and brush near electric transmission or distribution lines or equipment, if performed by or at the direction of an electric utility;

(f) Service charges associated with tickets to professional sporting events; and

(g) The following personal services: physical fitness services, tanning salon services, tattoo parlor services, steam bath services, Turkish bath services, escort services, and dating services.

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(h) The term shall also include the renting or leasing of tangible personal property to consumers and the rental of equipment with an operator.

(19) "Sale," "casual or isolated sale."

(a) "Sale" means any transfer of the ownership of, title to, or possession of, property for a valuable consideration and includes any activity classified as a "sale at retail," "retail sale," or "retail service." It includes renting or leasing, conditional sale contracts, leases with option to purchase, and any contract under which possession of the property is given to the purchaser but title is retained by the vendor as security for the payment of the purchase price. It also includes the furnishing of food, drink, or meals for compensation whether consumed upon the premises or not.

(b) "Casual or isolated sale" means a sale made by a person who is not engaged in the business of selling the type of property involved on a routine or continuous basis.

(20) "Sale at retail," "retail sale."

(a) "Sale at retail" or "retail sale" means every sale of tangible personal property (including articles produced, fabricated, or imprinted) to all persons irrespective of the nature of their business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for consumers, other than a sale to a person who presents a resale certificate under RCW 82.04.470 and who:

(i) Purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person; or

(ii) Installs, repairs, cleans, alters, imprints, improves, constructs, or decorates real or personal property of or for consumers, if such tangible personal property becomes an ingredient or component of such real or personal property without intervening use by such person; or

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(iii) Purchases for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property or substance, of which such property becomes an ingredient or component or is a chemical used in processing, when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new article being produced for sale; or

(iv) Purchases for the purpose of consuming the property purchased in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon; or

(v) Purchases for the purpose of providing the property to consumers as part of competitive telephone service, as defined in RCW 82.04.065. The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in subsections (20)(a)(i) through (v) of this section following such use.

(vi) Purchases for the purpose of satisfying the person's obligations under an extended warranty as defined in subsection (20)(g) of this section, if such tangible personal property replaces or becomes an ingredient or component of property covered by the extended warranty without intervening use by such person.

(b) "Sale at retail" or "retail sale" also means every sale of tangible personal property to persons engaged in any business activity which is taxable under DMMC 3.84.050(1)(g).

(c) "Sale at retail" or "retail sale" shall include the sale of or charge made for tangible personal property consumed and/or for labor and services rendered in respect to the following:

(i) The installing, repairing, cleaning, altering, imprinting, or improving of tangible personal property of or for consumers, including charges made for the mere use of facilities in respect thereto, but excluding charges made for the use of coin-operated laundry facilities when such facilities are situated in

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an apartment house, rooming house, or mobile home park for the exclusive use of the tenants thereof, and also excluding sales of laundry service to nonprofit health care facilities, and excluding services rendered in respect to live animals, birds and insects;

(ii) The constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for consumers, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation, and shall also include the sale of services or charges made for the clearing of land and the moving of earth excepting the mere leveling of land used in commercial farming or agriculture;

(iii) The charge for labor and services rendered in respect to constructing, repairing, or improving any structure upon, above, or under any real property owned by an owner who conveys the property by title, possession, or any other means to the person performing such construction, repair, or improvement for the purpose of performing such construction, repair, or improvement and the property is then reconveyed by title, possession, or any other means to the original owner;

(iv) The sale of or charge made for labor and services rendered in respect to the cleaning, fumigating, razing or moving of existing buildings or structures, but shall not include the charge made for janitorial services; and for purposes of this section the term "janitorial services" shall mean those cleaning and caretaking services ordinarily performed by commercial janitor service businesses including, but not limited to, wall and window washing, floor cleaning and waxing, and the cleaning in place of rugs, drapes and upholstery. The term "janitorial services" does not include painting, papering, repairing, furnace or septic tank cleaning, snow removal or sandblasting;

(v) The sale of or charge made for labor and services rendered in respect to automobile towing and similar automotive transportation services, but not in respect to those required to report and pay taxes under chapter 82.16 RCW;

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(vi) The sale of and charge made for the furnishing of lodging and all other services, except telephone business and cable service, by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, and it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. For the purposes of this subsection, it shall be presumed that the sale of and charge made for the furnishing of lodging for a continuous period of one month or more to a person is a rental or lease of real property and not a mere license to enjoy the same;

(vii) The installing, repairing, altering, or improving of digital goods for consumers;

(viii) The sale of or charge made for tangible personal property, labor and services to persons taxable under subsections (20)(c)(i), (ii), (iii), (iv), (v), (vi), and (vii) of this section when such sales or charges are for property, labor and services which are used or consumed in whole or in part by such persons in the performance of any activity defined as a "sale at retail" or "retail sale" even though such property, labor and services may be resold after such use or consumption. Nothing contained in this subsection shall be construed to modify subsection (20)(a) of this section and nothing contained in subsection (20)(a) of this section shall be construed to modify this subsection.

(d) "Sale at retail" or "retail sale" shall also include the providing of competitive telephone service to consumers.

(e) (i) "Sale at retail" or "retail sale" shall also include the sale of prewritten software other than a sale to a person who presents a resale certificate under RCW 82.04.470, regardless of the method of delivery to the end user. For purposes of this subsection (20)(e)(i) the sale of prewritten computer software includes the sale of or charge made for a key or an enabling or activation code, where the key or code is required to activate prewritten computer software and put the software into use. There is no separate sale of the key or code from the

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prewritten computer software, regardless of how the sale may characterized by the vendor or by the purchaser.

The term "sale at retail" or "retail sale" does not include the sale of or charge made for:

(A) Custom software; or

(B) The customization of prewritten software.

(ii)(A) The term also includes the charge made to consumers for the right to access and use prewritten computer software, where possession of the software is maintained by the seller or a third party, regardless of whether the charge for the service is on a per use, per user, per license, subscription, or some other basis.

(B) 1. The service described in subsection (20)(e)(ii)(A) of this section includes the right to access and use prewritten software to perform data processing.

2. For purposes of this subsection (20)(e)(ii)(B) "data processing" means the systematic performance of operations on data to extract the required information in an appropriate form or to convert the data to usable information. Data processing includes check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities.

(f) "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any street, place, road, highway, easement, right of way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle which is owned by a municipal corporation or political subdivision of the state, the State of Washington, or by the United States and which is used or to be used primarily for foot or vehicular traffic including mass transportation vehicles of any kind. (Public road construction)

(g) "Sale at retail" or "retail sale" shall also include the sale of or charge made for an extended warranty to a consumer. For purposes of this subsection, "extended warranty"

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means an agreement for a specified duration to perform the replacement or repair of tangible personal property at no additional charge or a reduced charge for tangible personal property, labor, or both, or to provide indemnification for the replacement or repair of tangible personal property, based on the occurrence of specified events. The term "extended warranty" does not include an agreement, otherwise meeting the definition of extended warranty in this subsection, if no separate charge is made for the agreement and the value of the agreement is included in the sales price of the tangible personal property covered by the agreement.

(h) "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for the United States, any instrumentality thereof, or a county or city housing authority created pursuant to chapter 35.82 RCW, including the installing, or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation (government contracting).

(i) "Sale at retail" or "retail sale" shall not include the sale of services or charges made for the clearing of land and the moving of earth of or for the United States, any instrumentality thereof, or a county or city housing authority. Nor shall the term include the sale of services or charges made for cleaning up for the United States, or its instrumentalities, radioactive waste and other byproducts of weapons production and nuclear research and development.

(j) "Sale at retail" or "retail sale" shall not include the sale of or charge made for labor and services rendered for environmental remedial action.

(k) "Sale at retail" or "retail sale" shall also include the following sales to consumers of digital goods, digital codes, and digital automated services:

(i) Sales in which the seller has granted the purchaser the right of permanent use;

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(ii) Sales in which the seller has granted the purchaser a right of use that is less than permanent;

(iii) Sales in which the purchaser is not obligated to make continued payment as a condition of the sale; and

(iv) Sales in which the purchaser is obligated to make continued payment as a condition of the sale.

A retail sale of digital goods, digital codes, or digital automated services under this subsection includes any services provided by the seller exclusively in connection with the digital goods, digital codes, or digital automated services, whether or not a separate charge is made for such services.

For purposes of this subsection, "permanent" means perpetual or for an indefinite or unspecified length of time. A right of permanent use is presumed to have been granted unless the agreement between the seller and the purchaser specifies or the circumstances surrounding the transaction suggest or indicate that the right to use terminates on the occurrence of a condition subsequent.

(1) "Sale at retail" or "retail sale" shall also include the installing, repairing, altering, or improving of digital goods for consumers.

(21) "Sale at wholesale," "wholesale sale" means any sale of tangible personal property, digital goods, digital codes, digital automated services, prewritten computer software, or services described in subsection (20)(e)(ii)(A) of this section, which is not a retail sale, and any charge made for labor and services rendered for persons who are not consumers, in respect to real or personal property and retail services, if such charge is expressly defined as a retail sale or retail service when rendered to or for consumers. Sale at wholesale also includes the sale of telephone business to another telecommunications company as defined in RCW 80.04.010 for the purpose of resale, as contemplated by RCW 35.21.715.

(22) "Services." At such time as chapter 82.04 RCW defines "services," that definition shall apply. Until such time as

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chapter 82.04 RCW shall define "services," "services" means all business activities not defined elsewhere in this section.

(23) "Taxpayer" means any "person", as herein defined, required to have a business license under this chapter or liable for the collection of any tax or fee under this chapter, or who engages in any business or who performs any act for which a tax or fee is imposed by this chapter.

(24) "Value proceeding or accruing" means the consideration, whether money, credits, rights, or other property expressed in terms of money, a person is entitled to receive or which is actually received or accrued. The term shall be applied, in each case, on a cash receipts or accrual basis according to which method of accounting is regularly employed in keeping the books of the taxpayer.

(25) "Value of products."

(a) The value of products, including by-products, extracted or manufactured, shall be determined by the gross proceeds derived from the sale thereof whether such sale is at wholesale or at retail, to which shall be added all subsidies and bonuses received from the purchaser or from any other person with respect to the extraction, manufacture, or sale of such products or by-products by the seller.

(b) Where such products, including by-products, are extracted or manufactured for commercial or industrial use; and where such products, including by-products, are shipped, transported or transferred out of the City, or to another person, without prior sale or are sold under circumstances such that the gross proceeds from the sale are not indicative of the true value of the subject matter of the sale; the value shall correspond as nearly as possible to the gross proceeds from sales in this state of similar products of like quality and character, and in similar quantities by other taxpayers, plus the amount of subsidies or bonuses ordinarily payable by the purchaser or by any third person with respect to the extraction, manufacture, or sale of such products. In the absence of sales of similar products as a guide to value, such value may be determined upon a cost basis. In such cases, there shall be included every item of cost attributable to the particular article or article extracted or manufactured,

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including direct and indirect overhead costs. The Director may prescribe rules for the purpose of ascertaining such values.

(c) Notwithstanding subsection (25)(b) of this section, the value of a product manufactured or produced for purposes of serving as a prototype for the development of a new or improved product shall correspond to (i) the retail selling price of such new or improved product when first offered for sale; or (ii) the value of materials incorporated into the prototype in cases in which the new or improved product is not offered for sale.

(26) "Wholesaling" means engaging in the activity of making sales at wholesale, and is reported under the wholesaling classification.

Sec. 2. DMMC 3.84.090 and section 10 of Ordinance No. 1555 are amended to read as follows:

Allocation and apportionment of income when activities take place in more than one jurisdiction.

Effective January 1, 2008, gross income, other than persons subject to the provisions of chapter 82.14A RCW, shall be allocated and apportioned as follows:

(1) Gross income derived from all activities other than those taxed as service or royalties under DMMC 3.84.050(1)(g) shall be allocated to the location where the activity takes place.

(2) In the case of sales of tangible personal property, the activity takes place where delivery to the buyer occurs.

(3) In the case of sales of digital products, the activity takes place where delivery to the buyer occurs. The delivery of digital products will be deemed to occur at:

(a) The seller's place of business if the purchaser receives the digital product at the seller's place of business;

(b) If not received at the seller's place of business, the location where the purchaser or the purchaser's donee, designated as such by the purchaser, receives the digital

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product, including the location indicated by instructions for delivery to the purchaser or donee, known to the seller;

(c) If the location where the purchaser or the purchaser's donee receives the digital product is not known, the purchaser's address maintained in the ordinary course of the seller's business when use of this address does not constitute bad faith;

(d) If no address for the purchaser is maintained in the ordinary course of the seller's business, the purchaser's address obtained during the consummation of the sale, including the address of a purchaser's payment instrument, if no other address is available, when use of this address does not constitute bad faith; and

(e) If no address for the purchaser is obtained during the consummation of the sale, the address where the digital good or digital code is first made available for transmission by the seller or the address from which the digital automated service or service described in RCW 82.04.050(2)(g) or (6)(b) was provided, disregarding for these purposes any location that merely provided the digital transfer of the product sold.

(4) If none of the methods in subsection ~~section~~ (3) of this section for determining where the delivery of digital products occurs are available after a good faith effort by the taxpayer to apply the methods provided in subsections (3)(a) through (e) of this section, then the city and the taxpayer may mutually agree to employ any other method to effectuate an equitable allocation of income from the sale of digital products. The taxpayer will be responsible for petitioning the city to use an alternative method under this subsection (4). The city may employ an alternative method for allocating the income from the sale of digital products if the methods provided in subsections (3)(a) through (e) of this section are not available and the taxpayer and the city are unable to mutually agree on an alternative method to effectuate an equitable allocation of income from the sale of digital products.

(5) For purposes of subsections (3)(a) through (e) of this section, the following definitions apply:

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(a) "Digital automated services," "digital codes," and "digital goods" have the same meaning as in RCW 82.04.192;

(b) "Digital products" means digital goods, digital codes, digital automated services, and the services described in RCW 82.04.050(2)(g) and (6)(c); and

(c) "Receive" has the same meaning as in RCW 82.32.730.

(6) Gross income derived from activities taxed as services and other activities taxed under DMMC 3.84.050(1)(g) shall be apportioned to the city by multiplying apportionable income by a fraction, the numerator of which is the payroll factor plus the service-income factor and the denominator of which is two.

(a) The payroll factor is a fraction, the numerator of which is the total amount paid in the city during the tax period by the taxpayer for compensation and the denominator of which is the total compensation paid everywhere during the tax period. Compensation is paid in the city if:

(i) The individual is primarily assigned within the city;

(ii) The individual is not primarily assigned to any place of business for the tax period and the employee performs fifty percent or more of his or her service for the tax period in the city; or

(iii) The individual is not primarily assigned to any place of business for the tax period, the individual does not perform fifty percent or more of his or her service in any city and the employee resides in the city.

(b) The service income factor is a fraction, the numerator of which is the total service income of the taxpayer in the city during the tax period, and the denominator of which is the total service income of the taxpayer everywhere during the tax period. Service income is in the city if ÷

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~~(i) The customer location is in the city;
or~~

~~(ii) The income-producing activity is performed in more than one location and a greater proportion of the service-income-producing activity is performed in the city than in any other location, based on costs of performance, and the taxpayer is not taxable at the customer location; or~~

~~(iii) The service-income-producing activity is performed within the City, and the taxpayer is not taxable in the customer location.~~

(c) Gross income of the business from engaging in an apportionable activity must be excluded from the denominator of the service income factor if, in respect to such activity, at least some of the activity is performed in the city, and the gross income is attributable under (b) of this subsection (3) to a city or unincorporated area of a county within the United States or to a foreign country in which the taxpayer is not taxable. For purposes of this subsection (3)(c), "not taxable" means that the taxpayer is not subject to a business activities tax by that city or county within the United States or by that foreign country, except that a taxpayer is taxable in a city or county within the United States or in a foreign country in which it would be deemed to have a substantial nexus with the city or county within the United States or with the foreign country under the standards in RCW 35.102.050 regardless of whether that city or county within the United States or that foreign country imposes such a tax.

(d) If the allocation and apportionment provisions of this subsection do not fairly represent the extent of the taxpayer's business activity in the city-or-cities in which the taxpayer does business, the taxpayer may petition for or the tax administrators may jointly require, in respect to all or any part of the taxpayer's business activity, that one of the following methods be used jointly by the cities to allocate or apportion gross income administrator may require, in respect to all or any part of the taxpayer's business activity, if reasonable:

(i) Separate accounting;

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(ii) The use of a single factor exclusion of any one or more of the factors;

(iii) The inclusion of one or more additional factors that will fairly represent the taxpayer's business activity in the city; or

(iv) The employment of any other method to effectuate an equitable allocation and apportionment of the taxpayer's income.

(e) The party petitioning for, or the tax administrator requiring, the use of any method to effectuate an equitable allocation and apportionment of the taxpayer's income pursuant to subsection (d) of this subsection (6) must prove by a preponderance of the evidence:

(i) That the allocation and apportionment provisions of this subsection (6) do not fairly represent the extent of the taxpayer's business activity in the city; and

(ii) That the alternative to such provisions is reasonable.

The same burden of proof shall apply whether the taxpayer is petitioning for, or the tax administrator is requiring, the use of an alternative, reasonable method to effectuate an equitable allocation and apportionment of the taxpayer's income.

(f) If the tax administrator requires any method to effectuate an equitable allocation and apportionment of the taxpayer's income, the tax administrator cannot impose any civil or criminal penalty with reference to the tax due that is attributable to the taxpayer's reasonable reliance solely on the allocation and apportionment provisions of this subsection (6).

(g) A taxpayer that has received written permission from the tax administrator to use a reasonable method to effectuate an equitable allocation and apportionment of the taxpayer's income shall not have that permission revoked with respect to transactions and activities that have already occurred unless there has been a material change in, or a material misrepresentation of, the facts

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provided by the taxpayer upon which the tax administrator reasonably relied in approving a reasonable alternative method.

(7) The definitions in this subsection apply throughout this section.

(a) "Apportionable income" means the gross income of the business taxable under the service classifications of a city's gross receipts tax, including income received from activities outside the city if the income would be taxable under the service classification if received from activities within the city, less any exemptions or deductions available.

(b) "Business activities tax" means a tax measured by the amount of, or economic results of, business activity conducted in a city or county within the United States or within a foreign country. The term includes taxes measured in whole or in part on net income or gross income or receipts. "Business activities tax" does not include a sales tax, use tax, or a similar transaction tax, imposed on the sale or acquisition of goods or services, whether or not denominated a gross receipts tax or a tax imposed on the privilege of doing business.

(c) "Compensation" means wages, salaries, commissions, and any other form of remuneration paid to individuals for personal services that are or would be included in the individual's gross income under the federal internal revenue code.

(d) "Customer" means a person or entity to whom the taxpayer makes a sale or renders services or from whom the taxpayer otherwise receives gross income of the business.

(e) "Customer location" means the following:

(i) For a customer not engaged in business, if the service requires the customer to be physically present, where the service is performed.

(ii) For a customer not engaged in business, if the service does not require the customer to be physically present:

(A) The customer's residence; or

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(B) If the customer's residence is not known, the customer's billing/mailing address.

(iii) For a customer engaged in business:

(A) Where the services are ordered from;

(B) At the customer's billing/mailing address if the location from which the services are ordered is not known; or

(C) At the customer's commercial domicile if none of the above are known.

(ef) "Individual" means any individual who, under the usual common law rules applicable in determining the employer-employee relationship, has the status of an employee of that taxpayer.

~~(d) "Customer location" means the city or unincorporated area of a county where the majority of the contacts between the taxpayer and the customer take place.~~

(eg) "Primarily assigned" means the business location of the taxpayer where the individual performs his or her duties.

(fh) "Service-taxable income" or "service income" means gross income of the business subject to tax under either the service or royalty classification.

(gi) "Tax period" means the calendar year during which tax liability is accrued. If taxes are reported by a taxpayer on a basis more frequent than once per year, taxpayers shall calculate the factors for the previous calendar year for reporting in the current calendar year and correct the reporting for the previous year when the factors are calculated for that year, but not later than the end of the first quarter of the following year.

~~(h) "Taxable in the customer location" means either that a taxpayer is subject to a gross receipts tax in the~~

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~~customer location for the privilege of doing business, or that the government where the customer is located has the authority to subject the taxpayer to gross receipts tax regardless of whether, in fact, the government does so.~~

(8) Assignment or apportionment of revenue under this Section shall be made in accordance with and in full compliance with the provisions of the interstate commerce clause of the United States Constitution where applicable.

Sec. 3. DMMC 3.84.110 and section 12 of Ordinance No. 1555 are amended to read as follows:

Exemptions.

(1) **Public utilities.** This chapter shall not apply to any person in respect to a business activity with respect to which tax liability is specifically imposed under the provisions of chapter 3.68 DMMC.

(2) **Investments - dividends from subsidiary corporations.**
~~(a)~~ This chapter shall not apply to amounts derived by persons, other than those engaging in banking, loan, security, or other financial businesses, from investments or the use of money as such, and also amounts derived as dividends by a parent from its subsidiary corporations.

(3) **Insurance business.** This chapter shall not apply to amounts received by any person who is an insurer or their appointed insurance producer upon which a tax based on gross premiums is paid to the state pursuant to RCW 48.14.020, and provided further, that the provisions of this subsection shall not exempt any bonding company from tax with respect to gross income derived from the completion of any contract as to which it is a surety, or as to any liability as successor to the liability of the defaulting contractor.

(4) **Employees.**

(a) This chapter shall not apply to any person in respect to the person's employment in the capacity as an employee or servant as distinguished from that of an independent contractor. For the purposes of this subsection, the definition of employee

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shall include those persons that are defined in the Internal Revenue Code, as hereafter amended.

(b) A booth renter is an independent contractor for purposes of this chapter.

(5) **Amounts derived from sale of real estate.** This chapter shall not apply to gross proceeds derived from the sale of real estate. This, however, shall not be construed to allow an exemption of amounts received as commissions from the sale of real estate, nor as fees, handling charges, discounts, interest or similar financial charges resulting from, or relating to, real estate transactions. This chapter shall also not apply to amounts received for the rental of real estate if the rental income is derived from a contract to rent for a continuous period of thirty (30) days or longer.

(6) **Mortgage brokers' third-party provider services trust accounts.** This chapter shall not apply to amounts received from trust accounts to mortgage brokers for the payment of third-party costs if the accounts are operated in a manner consistent with RCW 19.146.050 and any rules adopted by the director of financial institutions.

(7) **Amounts derived from manufacturing, selling or distributing motor vehicle fuel.** This chapter shall not apply to the manufacturing, selling, or distributing motor vehicle fuel, as the term "motor vehicle fuel" is defined in RCW ~~82.36.010~~ 82.38.020 and exempt under RCW ~~82.36.440~~ 82.38.280, provided that any fuel not subjected to the state fuel excise tax, or any other applicable deduction or exemption, will be taxable under this chapter.

(8) **Amounts derived from liquor, and the sale or distribution of liquor.** This chapter shall not apply to liquor as defined in RCW 66.04.010 and exempt in RCW 66.08.120.

(9) **Casual and isolated sales.** This chapter shall not apply to the gross proceeds derived from casual or isolated sales.

(10) **Accommodation sales.** This chapter shall not apply to sales for resale by persons regularly engaged in the business of making retail sales of the type of property so sold to other persons similarly engaged in the business of selling such property

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where (1) the amount paid by the buyer does not exceed the amount paid by the seller to the vendor in the acquisition of the article and (2) the sale is made as an accommodation to the buyer to enable the buyer to fill a bona fide existing order of a customer or is made within fourteen days to reimburse in kind a previous accommodation sale by the buyer to the seller.

(11) **Taxes collected as trust funds.** This chapter shall not apply to amounts collected by the taxpayer from third parties to satisfy third party obligations to pay taxes such as the retail sales tax, use tax, and admission tax.

(12) **New business exemption established.** An exemption to the Business and Occupation Tax is hereby established for businesses applying for their initial business license, with their principal place of business in the City between October 1, 2012 and December 31, 2015. Said new businesses shall receive an exemption for the total Business and Occupation tax due at each filing, for a period of three (3) years or twelve (12) consecutive quarters from said business' date of inception. The quarter within which the business license is granted shall be counted as the first quarter.

Sec. 4. DMMC 3.85.070 and section 7 of Ordinance No. 1556 are amended to read as follows:

When due and payable - Reporting periods - Monthly, quarterly, and annual returns - Threshold provisions or Relief from filing requirements - Computing time periods - Failure to file returns.

(1) Other than any annual license fee or registration fee assessed under this chapter, the tax imposed by this chapter shall be due and payable in quarterly installments. At the Director's discretion, businesses may be assigned to a monthly or annual reporting period depending on the tax amount owing or type of tax. Until December 30, 2020, tax payments are due on or before the last day of the next month following the end of the assigned reporting period covered by the return. Effective January 21, 2021, tax payments are due on or before the time as provided in RCW 82.32.045(1), (2), and (3).

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(2) Taxes shall be paid as provided in this chapter and accompanied by a return on forms as prescribed by the Director. The return shall be signed by the taxpayer personally or by a responsible officer or agent of the taxpayer. The individual signing the return shall swear or affirm that the information in the return is complete and true.

(3) Tax returns must be filed and returned by the due date whether or not any tax is owed.

(4) For purposes of the tax imposed by chapter 3.84 DMMC, any person whose value of products, gross proceeds of sales, or gross income of the business, subject to tax after all allowable deductions, is equal to or less than \$50,000 in the current calendar year shall file a return, declare no tax due on their return, and submit the return to the Director. The gross receipts and deduction amounts shall be entered on the tax return even though no tax may be due.

(5) A taxpayer that commences to engage in business activity shall file a return and pay the tax or fee for the portion of the reporting period during which the taxpayer is engaged in business activity.

(6) Except as otherwise specifically provided by any other provision of this chapter, in computing any period of days prescribed by this chapter the day of the act or event from which the designated period of time runs shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday, or City or Federal legal holiday, in which case the last day of such period shall be the next succeeding day which is neither a Saturday, Sunday, or City or Federal legal holiday.

(7) If any taxpayer fails, neglects or refuses to make a return as and when required in this chapter, the Director is authorized to determine the amount of the tax or fees payable by obtaining facts and information upon which to base the Director's estimate of the tax or fees due. Such assessment shall be deemed prima facie correct and shall be the amount of tax owed to the City by the taxpayer. The Director shall notify the taxpayer by mail of the amount of tax so determined, together with any penalty, interest, and fees due; the total of such amounts shall thereupon become immediately due and payable.

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Sec. 5. DMMC 3.85.180 and section 18 of Ordinance No. 1556 are amended to read as follows:

Administrative appeal. Any person, except one who has failed to comply with DMMC 3.85.090, aggrieved by the amount of the fee or tax determined by the Director to be required under the provisions of this chapter may pay the amount due and appeal from such determination by filing a written notice of appeal with the City Clerk, within 30 days from the date written notice of such amount was mailed to the taxpayer. Pursuant to DMMC ~~18.94.330~~ 18.240.330, a filing fee shall be submitted with the appeal, which filing fee is required to process the appeal. The City's Hearing Examiner shall, as soon as practical, fix a time and place for the hearing of such appeal, and shall cause a notice of the time and place thereof to be delivered or mailed to the parties. The hearing shall be conducted in accordance with the provisions of chapter ~~18.94~~ 18.240 DMMC. The decision of the Hearing Examiner shall indicate the correct amount of the fee or tax owing.

Sec. 6. DMMC 3.85.270 and section 26 of Ordinance No. 1556 are amended to read as follows:

Suspension or Revocation of business license or registration.

(1) The Director, or designee, shall have the power and authority to suspend or revoke any license issued under the provisions of Title 5 DMMC. The Director, or designee, shall notify such licensee in writing by certified mail of the suspension or revocation of his or her license and the grounds therefor. Any license issued under Title 5 may be suspended or revoked based on one or more of the following grounds:

(a) The license was procured by fraud or false representation of fact.

(b) The licensee has failed to comply with any provisions of Titles 3 and 5 DMMC.

(c) The licensee has failed to comply with any provisions of the Des Moines Municipal Code.

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(d) The licensee is in default in any payment of any license fee or tax under Titles 3 and 5 DMMC.

(e) The licensee or employee has been convicted of a crime involving the business.

(2) Any licensee may, within ten (10) days from the date that the suspension or revocation notice was mailed to the licensee, appeal from such suspension or revocation by filing a written notice of appeal ("petition") setting forth the grounds therefor with the Des Moines City Clerk. A copy of the petition must be provided by the licensee to the Director and the City Attorney on or before the date the petition is filed with the City Clerk. The hearing shall be conducted in accordance with the procedures for hearings set out in chapter ~~18.94~~18.240 DMMC. The Hearing Examiner shall set a date for hearing said appeal and notify the licensee by mail of the time and place of the hearing. After the hearing thereon the Hearing Examiner shall, after appropriate findings of fact, and conclusions of law, affirm, modify, or overrule the suspension or revocation and reinstate the license, and may impose any terms upon the continuance of the license.

No suspension or revocation of a license issued pursuant to the provisions of this subchapter shall take effect until 10 days after the mailing of the notice thereof by the Department, and if appeal is taken as herein prescribed the suspension or revocation shall be stayed pending final action by the Hearing Examiner. All licenses which are suspended or revoked shall be surrendered to the City on the effective date of such suspension or revocation.

The decision of the Hearing Examiner shall be final. The licensee and/or the Department may seek review of the decision by the Superior Court of Washington in and for King County within 10 days from the date of the decision. If review is sought as herein prescribed the suspension or revocation shall be stayed pending final action by the Superior Court.

(3) Upon revocation of any license as provided in this subchapter no portion of the license fee shall be returned to the licensee.

Sec. 7. Severability - Construction.

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(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. 8. Effective date. This ordinance shall take effect and be in full force on January 1, 2020.

PASSED BY the City Council of the City of Des Moines this _____ day of _____, 2019 and signed in authentication thereof this _____ day of _____, 2019.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

Published: _____

Effective Date: January 1, 2020

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Commute Trip Reduction Program

FOR AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

DATE SUBMITTED: November 6, 2019

1. Agreement between City of Des Moines and King County, Department of Transportation, Metro Transit Division

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this Agreement is to establish a mechanism that will allow tasks to be undertaken by the County on behalf of the City to implement the City's obligations under the Commute Trip Reduction Law and to set forth the responsibilities of the Parties with respect to that objective.

Suggested Motion

Motion: I move to approve the Interlocal Agreement between the City of Des Moines and King County, Department of Transportation, Metro Transit Division for the implementation of the Commute Trip Reduction Program from July 1, 2019 through June 30, 2021.

Background

The City desires to have the County perform the work necessary to satisfy the City's statutory obligations under the Commute Trip Reduction Act and to retain the City's allocation of state funds as payment for those services; and the City and the County desire, through this Agreement, to implement the Commute Trip Reduction Law consistent with the rules established by the state Commute Trip Reduction Board; and the City can achieve cost efficiencies and administrative consistency by contracting with the County for CTR implementation.

Discussion

The proposed 2019-2021 Agreement between King County, Department of Transportation, Metro Transit division and the City of Des Moines is for two years. The current Agreement expired on June 20, 2019, but due to delays, the Washington State Department of Transportation sent out service contracts for the next biennium only recently. The purpose of the RCW 70.94.521, et seq., the "Commute Trip Reduction (CTR) Law," is to reduce air pollution, traffic congestion and fuel consumption by encouraging commuters to use alternative modes of transportation, such as buses, carpools, vanpools, bicycles and walking, instead of single occupancy vehicles ("SOY"); and the CTR Law requires local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement Commute Trip Reduction plans to reduce vehicle miles traveled per employee and drive alone commute trips; and the CTR Law also requires major employers to develop, implement and promote employee transportation programs to encourage their employees to shift away from drive alone commutes; and the City has within its jurisdictional boundaries one or more "major employers" and is required by RCW 70.94.527 to develop and implement a commute trip reduction plan.

Alternatives

To not approve the Commute Trip Reduction Agreement.

Financial Impact

The Legislature appropriated funds to provide technical assistance funding to local jurisdictions required to develop and implement commute trip reduction plans; and the City can achieve cost efficiencies and administrative consistency by contracting with the County for CTR implementation.

Recommendation

Staff recommends Council approve the Commute Trip Reduction Plan through adoption of this Agreement.

COMMUTE TRIP REDUCTION PROGRAM IMPLEMENTATION AGREEMENT**Between****King County Department of Metro Transit****and****City of Des Moines**

This Commute Trip Reduction Program Implementation Agreement (the "Agreement") is entered into by and between King County, a home rule charter county of the State of Washington, through its Department of Metro Transit (the "County" or "Metro Transit") and the City of Des Moines (the "City"), either of which entity may be referred to hereinafter individually as "Party" or collectively as the "Parties," for the purpose of implementing the Washington State Commute Trip Reduction Law of 1991.

WHEREAS, the purpose of RCW 70.94.521, *et seq.*, the "Commute Trip Reduction (CTR) Law," is to reduce air pollution, traffic congestion and fuel consumption by encouraging commuters to use alternative modes of transportation, such as buses, carpools, vanpools, bicycles, and walking, instead of single occupancy vehicles ("SOV"); and

WHEREAS the CTR Law requires local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement Commute Trip Reduction ("CTR") plans to reduce vehicle miles traveled per employee and drive alone commute trips; and

WHEREAS, the CTR Law also requires major employers to develop, implement and promote employee transportation programs to encourage their employees to shift away from drive alone commutes; and

WHEREAS, the City has within its jurisdictional boundaries one or more "major employers" and is required by RCW 70.94.527 to develop and implement a commute trip reduction plan; and

WHEREAS, the Parties hereto are authorized to enter into this Agreement pursuant to RCW 70.94.527(5); and

WHEREAS, King County Code Section 28.94.110 also authorizes the King County Executive to enter into agreements with state and local agencies for assistance in implementing the CTR Law; and

WHEREAS, CTR plans developed by local jurisdictions are required to be coordinated and consistent with the CTR plans of adjacent jurisdictions as well as applicable regional plans; and

WHEREAS, the Legislature appropriated funds to provide technical assistance funding to local jurisdictions required to develop and implement commute trip reduction plans; and

WHEREAS, the County in a separate Commute Trip Reduction Act Agreement with the State, Agreement Number PTD 0129, is authorized to receive CTR funds on behalf of local jurisdictions in exchange for the County's implementation of Commute Trip Reduction Plans and Programs on behalf of those local jurisdictions and retain such funds as payment for the work performed; and

WHEREAS, the City desires to have the County perform the work necessary to satisfy the City's statutory obligations under the Commute Trip Reduction Act and to retain the City's allocation of state funds as payment for those services; and

WHEREAS, the City and the County desire through this Agreement to implement the CTR Law consistent with the rules established by the state's TDM Executive Board and Technical Committee; and

WHEREAS, the City can achieve cost efficiencies and administrative consistency by contracting with the County for CTR implementation;

NOW THEREFORE, in consideration of the terms, conditions, mutual promises and covenants set forth herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to establish a mechanism that will allow for certain tasks, as identified in the Scope of Work, to be undertaken by the County on behalf of the City to implement the City's obligations under the RCW; and, to set forth the responsibilities of the Parties with respect to that objective.

2. DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

"Administrative Representative" means the primary administrative contact for issues related to this Agreement as designated in Section 9.2 of the Agreement.

"Affected Employer" means an employer required by RCW 70.94.521 and the City's CTR Plan to implement a CTR program (see also "major employer").

"Commute Trip Reduction Plan (CTR Plan)" means a plan adopted by the City designed to reduce the proportion of drive alone commute trips and commute trip vehicle miles and to administer and enforce the CTR programs of affected employers located within its jurisdiction

"Commute Trip Reduction Program (CTR Program)" means a program designed by an Affected Employer to reduce the proportion of drive alone commute trips and vehicle miles traveled by its employees.

"Employer Transportation Coordinator (ETC)" means point of contact between the employer and its employees to implement, promote and administer the employer's CTR program.

"CTR Funds" means state funds appropriated by the state and allocated to counties and cities for implementation of commute trip reduction plans.

"Major Employer" means a private or public employer that employs one hundred or more full-time employees at a single worksite who are scheduled to begin their regular workday between 6:00 a.m. and 9:00 a.m. on weekdays for at least twelve continuous months during the year, as provided in RCW 70.94.521 (herein also known as an "Affected Employer").

"State" is the Washington State Department of Transportation (WSDOT) unless otherwise noted.

3. DUTIES AND RESPONSIBILITIES

- 3.1 Provision of CTR Services.** Metro Transit will perform the CTR implementation services specified with particularity in the Scope of Work (the "Work") set forth as Exhibit A, which is attached hereto and incorporated herein by this reference.
- 3.2 Authorization.** The City shall authorize and direct the State to reimburse the County directly.

4. PAYMENT AND BILLING

The County will invoice the State on a quarterly basis for direct reimbursement for the CTR functions to be performed pursuant to this agreement.

5. WORK SCHEDULE AND PROGRESS REVIEW

- 5.1 Progress Reviews.** The County will submit a quarterly report of progress and anticipated activities to jurisdiction representatives and to WSDOT. On-going, periodic review of issues and materials will also be conducted with the jurisdiction representatives.
- 5.2 State Evaluation Requirements.** The County will provide information to the State for monitoring or evaluation activities, as directed by and on behalf of the City.

6. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective July 1, 2019 and will remain in effect through June 30, 2021, unless earlier terminated pursuant to the terms of this Agreement.

7. TERMINATION

- 7.1 Termination for Default.** Either Party may terminate this Agreement in the event the other Party fails to perform a material obligation of this Agreement. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 7.1 shall be provided to the other Party not less than fifteen (15) calendar days prior to the effective date of termination.
- 7.2 Termination for Convenience.** Either Party to this Agreement may terminate the Agreement, in whole or in part, for convenience and without cause. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 7.2 shall be provided to the other Party not less than thirty (30) days prior to the effective date of termination.

7.3 County Funding and Termination for Non-Appropriation. Performance of any Work undertaken by the County pursuant to this Agreement in advance of receiving reimbursement by the State beyond the current appropriation year is conditioned upon the appropriation by the County Council of sufficient funds to support the performance of the work. Should such an appropriation not be approved, the Agreement shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

7.4 Termination Due to Loss of State Funding. If at any time during the Agreement period the State acts to terminate, reduce, modify, or withhold CTR State Funds allotted to the City pursuant to RCW 79.94.544 then either Party may terminate this Agreement by giving thirty (30) days advance written notice to the other Party.

8. CHANGES AND MODIFICATIONS

Either Party may request changes to the provisions of this Agreement. Any such changes must be mutually agreed upon and incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement will be valid unless made in writing and signed by authorized representatives of the Parties hereto.

9. NOTIFICATION AND IDENTIFICATION OF CONTACTS

9.1 Administrative Representatives. Both Parties shall designate an administrative representative to act as the contact person for matters pertaining to this Agreement.

9.2 Contact Persons and Addresses

For the County: Christi Masi, Project Manager
King County Metro Transit
201 S. Jackson St., KSC-TR-0326
Seattle, WA 98104-2615
(206) 477-3843

For the City: Bonnie Wilkins
Communications Director
21630 11th Ave. S. Ste. A
Des Moines, WA 98198
(206) 870-1222

9.3 Notice. Any notice or communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the Parties' respective administrative representatives at the addresses identified in Subsection 9.2 of this Agreement.

10. DISPUTE RESOLUTION PROCESS

The Parties, through their designated representatives identified in Subsection 9.2 of this Agreement, shall use their best efforts to resolve any disputes pertaining to this Agreement that may arise between the Parties. If these designated representatives are unable to resolve a dispute, the responsible project managers of both Parties shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the department directors of both Parties or his or her designee. The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

11. AUDITING OF RECORDS, DOCUMENTS AND REPORTS

The State Auditor shall have full access to and the right to examine during normal business hours, and as often as the State Auditor may reasonably deem necessary, the non-privileged records of the City and the County with respect to the matters covered by this Agreement. Both Parties shall have similar access and rights with respect to the records of the other Party. The Parties' representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for three (3) years from the date final payment is made hereunder.

12. INDEMNIFICATION AND HOLD HARMLESS

Each Party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, and those of its officers, agents or employees, while performing work pursuant to this Agreement, to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other Parties harmless from any such liability. In the case of negligence of multiple Parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each Party, and each Party shall have the right to seek contribution from the other Parties in proportion to the percentage of negligence attributable to the other Parties.

The City acknowledges it is solely responsible for its compliance with the CTR Act, and for the adoption, implementation, and enforcement of any ordinances, plans, and programs related to the CTR Act. The City shall indemnify and hold King County harmless from, and shall process and defend, at its own expense, any and all claims, demands, suits at law of equity, actions, penalties, losses, damages, or costs arising out of, in connection with, or incidental to any act or omission of the City or any of its officers, employees, subcontractors or agents in adopting or enforcing any ordinances, plans and programs related to the CTR Act.

13. LEGAL RELATIONS

13.1 No Third Party Beneficiaries. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

13.2 No Partnership or Joint Venture. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.

- 13.3 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 13.4 Jurisdiction and Venue.** The King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 13.5 Mutual Negotiation and Construction.** This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, both Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.
- 13.6 Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.
- 13.7 Waiver of Default.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by duly authorized representatives of the Parties, and attached to the original Agreement.
- 13.8 Assignment.** Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.
- 13.9 Binding on Successors and Assigns.** This Agreement and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter made a part hereof, shall be binding on the Parties and their respective successors and assigns.
- 13.10 Rights and Remedies.** Both Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- 13.11 Entire Agreement.** This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.
- 13.12 Survival.** The provisions of this Section 13 (Legal Relations) shall survive any termination of this Agreement.

14. FORCE MAJEURE

Either Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court of competent

jurisdiction or authorized civil authority commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event should this provision eliminate the obligation of the City to make payment to the County for the Work performed pursuant to this Agreement.

15. COMPLIANCE WITH APPLICABLE LAWS

The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination and agree to require the same of any subcontractors providing services or performing any of the Work using funds provided under this Agreement.

16. EXECUTION OF AGREEMENT – COUNTERPARTS

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest date written below.

KING COUNTY
Metro Transit Department

CITY OF DES MOINES

By: _____
Christina O’Claire
Division Director MT Mobility

By: _____
Michael Matthias
City Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:

K.C.P.A.O.

By: _____
City Attorney

Date: _____

Exhibit A
City of Des Moines
Commute Trip Reduction (CTR) Services for Affected Employers
Scope of Work
Period: July 1, 2019 through June 30, 2021

Strategy 1: Program Administration

Brief description	Administer the program to meet state and city planning and implementation objectives and requirements.
Activities and outputs	<u>A. Administer the employer site registration and inventory record-keeping:</u> Identify, notify and register new sites into the program in order to prepare them for their baseline surveys. Negotiate steps for compliance with non-compliant worksites with the onboarding component. B, <u>Maintain database and master file records</u> on basic site information for all sites. Provide the city and WSDOT with an electronic copy of city's CTR-affected employers and ETCs, as requested by the city or required by WSDOT. Keep website updated. <u>C. Administer, or assist the city with administering, state and city planning and contracting processes:</u> Perform general update and implementation of the CTR Plan and ordinance, including development and execution of implementation contract between King County CTR Services, the City and their Administrative Work Plan; and the CTR Final Report for the biennium. Provide quarterly report information for city to complete state funds billing and reporting requirements. Meet regularly with city staff to review activities, current issues, ongoing challenges and accomplishments. Provide the city with draft responses to inquiries by state CTR committees and others, when warranted and as requested by the city. Conduct other administrative activities as needed.
Potential issues and risks	Outputs may be dependent on the actions of external organizations or other external factors; unresponsive sites

Strategy 2: Employer Program Development, Engagement and Marketing

Brief description	Engage worksite ETCs with assistance, training, communications, resources, and information to operate successful programs.
Activities and outputs	<u>A. Training:</u> Train all new employee transportation coordinators (ETCs) (at existing and new worksites) to ensure that they understand the requirements of the law, implementation strategies and their sites' performance to date. Training classes can be taken online and include basic ETC training and survey training as needed. Update and maintain informational CTR website and other training resources. <u>B. Marketing Assistance:</u> Assist ETCs with marketing of commute programs and ensure they meet their program information distribution requirements. <u>C. Program Assistance:</u> Focusing primarily on sites that have not made progress toward goal, conduct survey analyses, review program summaries and make recommendations for program improvements. <u>D. Targeted Promotions:</u> Identify highly congested employment areas, corridors, industries, and/or sites that have not made progress toward goals for targeted outreach. Actively work with ETCs to promote alternatives to drive-alone commuting at these locations or sites. (For C and D, the number and composition of worksites for such shall be determined in consultation with city project manager, with larger worksites generally receiving more focus and time than smaller ones.) <u>E. Information Provision:</u> Help ETCs become a major resource to their employees by providing them with up-to-date commute information, tools for communicating with employees, turnkey commuter promotions, and opportunities to attend networking events. Send transportation-related news and announcements via email to all ETCs; coordinate and distribute electronic materials and information for promotions such as Wheel Options and Bike Everywhere Month and Day; and schedule, promote, engage speakers and invite ETCs to employer network group meetings approximately 2-3 times per year. <u>F. Strategic Planning:</u> Develop strategies to help ETCs communicate and promote their programs to employees and achieve success with their programs.
Potential issues and risks	Sites are non-responsive or unable to make resource investments in program; ETCs are not given the time to use resources available to market program to employees; sites non-responsive to events and promotions.

Strategy 3: Program measurement and reporting (survey or alternate and employer program reports)

Brief description	Track and notify employers of surveying and reporting requirements, gather and manage survey and program report data, and provide technical assistance for and administration of measurement/reporting activities and program review/modification as warranted.
Activities and outputs	Assist site representatives with: (1) baseline survey and initial program development, for new sites; (2) ongoing survey and program reporting for existing sites; and (3) for worksites not making progress toward goal, review of the existing program and recommendations for program modifications to improve performance as warranted for existing sites. This strategy includes sending survey and program notifications to all sites; reviewing and administering extensions and exemptions requests; and setting up and assisting sites with paper and online surveys and program reporting. Receive program report submittals and manage/organize program report data. Negotiate steps for compliance with non-compliant worksites. Maintain or edit report formats as needed; database; and keep master file records on all sites. Provide survey results and program reporting information to the city/state and worksite.
Potential issues and risks	Timely processing of survey and report data by WSDOT and accuracy of tools and data; unresponsive sites; ETC turnover

Approximate budget of WSDOT pass through funds for strategies 1-3	\$ 20,318 for 4 worksites based on WSDOT funding allocation received by King County on behalf of Des Moines to complete the work as outlined in the scope of work and administrative guidelines.
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Commute Trip Reduction (CTR) Administrative Work Plan

City of Des Moines

2019-2021

Performance indicators for the 2019-2021 biennium:

Jurisdiction	NDAT 2007 Target	NDAT 2018 Rate	VMT 2007 Target	VMT 2018 Rate
Des Moines	19.8%	32.7%	10.8 miles	13.8 miles

1. Program administration

Brief description	Administer the program to meet state and city planning and implementation objectives and requirements.
Activities and outputs	<u>A. Administer the employer site registration and inventory record-keeping:</u> Identify, notify and register new sites into the program in order to prepare them for their baseline surveys. Negotiate steps for compliance with non-compliant worksites with the onboarding component. <u>B. Maintain database and master file records</u> on basic site information for all sites. Provide the city and WSDOT with an electronic copy of city's CTR-affected employers and ETCs, as requested by the city or required by WSDOT. Keep website updated. <u>C. Administer, or assist the city with administering, state and city planning and contracting processes:</u> Perform general update and implementation of the CTR Plan and ordinance, including development and execution of implementation contract between King County CTR Services, the City and their Administrative Work Plan; and the CTR Final Report for the biennium. Provide quarterly report information for city to complete state funds billing and reporting requirements. Meet regularly with city staff to review activities, current issues, ongoing challenges and accomplishments. Provide the city with draft responses to inquiries by state CTR committees and others, when warranted and as requested by the city. Conduct other administrative activities as needed.
Potential issues and risks	Outputs may be dependent on the actions of external organizations or other external factors; unresponsive sites

2. Employer program development, engagement and marketing

Brief description	Engage worksite ETCs with assistance, training, communications, resources, and information to operate successful programs.
Activities and outputs	<u>A. Training:</u> Train all new employee transportation coordinators (ETCs) (at existing and new worksites) to ensure that they understand the requirements of the law, implementation strategies and their sites' performance to date. Training classes can be taken online and include basic ETC training and survey training as needed. Update and maintain informational CTR website and other training resources. <u>B. Marketing Assistance:</u> Assist ETCs with marketing of commute programs and ensure they meet their program information distribution requirements. <u>C. Program Assistance:</u> Focusing primarily on sites that have not made progress toward goal, conduct survey analyses, review program summaries and make recommendations for program improvements. <u>D. Targeted Promotions:</u> Identify highly congested employment areas, corridors, industries, and/or sites that have not made progress toward goals for targeted outreach. Actively work with ETCs to promote alternatives to drive-alone commuting at these locations or sites. (For C and D, the number and composition of worksites for such shall be determined in consultation with city project manager, with larger worksites generally receiving more focus and time than smaller ones.) <u>E. Information Provision:</u> Help ETCs become a major resource to their employees by providing them with up-to-date commute information, tools for communicating with employees, turnkey commuter promotions, and opportunities to attend networking events. Send transportation-related news and announcements via email to all ETCs; coordinate and distribute electronic materials and information for promotions such as Wheel Options and Bike Everywhere Month and Day; and schedule, promote, engage speakers and invite ETCs to employer network group meetings approximately 2-3 times per year.

	F. Strategic Planning: Develop strategies to help ETCs communicate and promote their programs to employees and achieve success with their programs.
Potential issues and risks	Sites are non-responsive or unable to make resource investments in program; ETCs are not given the time to use resources available to market program to employees; sites non-responsive to events and promotions.

3. Program measurement and reporting (survey or alternate and employer program reports)

Brief description	Track and notify employers of surveying and reporting requirements, gather and manage survey and program report data, and provide technical assistance for and administration of measurement/reporting activities and program review/modification as warranted.
Activities and outputs	Assist site representatives with: (1) baseline survey and initial program development, for new sites; (2) ongoing survey and program reporting for existing sites; and (3) for worksites not making progress toward goal, review of the existing program and recommendations for program modifications to improve performance as warranted for existing sites. This strategy includes sending survey and program notifications to all sites; reviewing and administering extensions and exemptions requests; and setting up and assisting sites with paper and online surveys and program reporting. Receive program report submittals and manage/organize program report data. Negotiate steps for compliance with non-compliant worksites. Maintain or edit report formats as needed; database; and keep master file records on all sites. Provide survey results and program reporting information to the city/state and worksite.
Potential issues and risks	Timely processing of survey and report data by WSDOT and accuracy of tools and data; unresponsive sites; ETC turnover

4. **Describe any planned purchases of TDM incentives, rewards, or prizes for the upcoming biennium:** No purchase included using CTR funds are in the budget at this time.
5. **To which categories above did you devote most of your efforts?** Categories two and three require the most amount of time and effort. **Why?** The measurement and reporting of the worksite's program and the promotion of the program to employees are indicators of the strength of the program in making progress towards goal. For sites not making progress – prioritizing outreach and support for them is the best strategy to try and improve the NDAT and reduce VMT.

Optional questions*:

6. **Please describe issues, risks, or challenges and their resolutions during this biennium.**
7. **Please use this space to provide an employer/ETC success story.**
8. **Share a TDM lesson-learned through the implementation of this program this biennium.**
9. **Describe how you collect customer feedback and utilize it for program improvements.**
10. **Describe how you or your program have engaged with other local and/or regional programs and efforts this biennium.**

** These optional questions may be required on the final progress report or at the end of the four-year agreement, so please consider collecting this information as it arises.*

Program calendar

Programming	July–Sept 2019	Oct–Dec 2019	Jan–Mar 2020	Apr–Jun 2020	July–Sept 2020	Oct–Dec 2020	Jan–Mar 2021	Apr–June 2021
Program administration	• Ongoing employer newsletter • 1:1 consultations focused on new worksites and NP/NG sites for program development	• Ongoing employer newsletter • 1:1 consultations focused on new worksites and NP/NG sites for program development	• Ongoing employer newsletter • 1:1 consultations focused on new worksites and NP/NG sites for program development	• Ongoing employer newsletter • 1:1 consultations focused on new worksites and NP/NG sites for program development	• Ongoing employer newsletter • 1:1 consultations focused on new worksites and NP/NG sites for program development	• Ongoing employer newsletter • 1:1 consultations focused on new worksites and NP/NG sites for program development	• Ongoing employer newsletter • 1:1 consultations focused on new worksites and NP/NG sites for program development	• Ongoing employer newsletter • 1:1 consultations focused on new worksites and NP/NG sites for program development
Employer program development, engagement and marketing	Program Development • Encourage NG/NP sites add or enhance subsidy and telework programs Promote: • Telework training workshop • WSRO (advanced training)	Program Development • Work with ETCs to encourage them to add events or internal promotions Promote: • Wheel Options campaign promotion • ETC network group meeting	Program promotion • Encourage ETC's to update and distribute Information Distribution pieces and • Hold events to promote commute options and employee benefits	Promote: • Bike Month (May) and • Ride Transit Month (June)	Promote: 1) WSRO (advanced training) 2) Telework training workshop	Promote: • Wheel Options campaign promotion • ETC network group meeting	Encourage • ETC's to update and distribute Information Distribution pieces and • Hold events to promote commute options and employee benefits	Promote: • Bike Month (May) and Ride Transit Month (June)
Program measurement and reporting	CTR surveys results review and analysis for recommendations for program improvements.	CTR survey review meetings with employers	Administer program report process - letters with 45 days advance notice for April program submittal.	CTR program reports collected in April/May.	Review and approve CTR program reports.	Set up CTR measurement survey process, and verify site details, contacts.	Prepare survey notifications and SRF's to deliver to worksites 45 days in advance of April survey.	Conduct CTR April measurement survey process, collect surveys and submit to WSDOT.

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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: Interlocal Cooperation Agreement between King County and the City of Des Moines for Conservation Futures-funded Open Space Acquisition Projects

FOR AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED: November 7, 2019

ATTACHMENTS:

1. Draft Resolution No. 19-111
2. Interlocal Cooperation Agreement between King County and the City of Des Moines
3. Exhibit A – authorizing 2020 bond-backed funding for Midway Park

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *[Signature]*

- [X] Legal *[Signature]*
 [X] Finance *Baw*
 [] Courts _____
 [] Police _____

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

Purpose

The purpose of this agenda item is for the City Council to approve Draft Resolution 19-111, approving an Interlocal Cooperation Agreement with King County to administer payment of funds for the Midway Park expansion project, acquired through a King County Conservation Futures Open Space grant award.

Suggested Motion[s]

Motion 1: “I move to enact Draft Resolution No 19-111 approving the Interlocal Agreement with King County for Conservation Futures funded open space acquisition projects.”

Background

In 1989, the King County Council established a Conservation Futures Levy Fund to provide for the receipt and disbursement of Conservation Futures (“CF”) tax levy proceeds to King County, the City of Seattle, and suburban cities and established conditions for use of the Fund, including conditions covering allowable cost and expenses. Beginning in 1990, King County executed Inter-local Cooperation

Agreements (“ILA”) with approximately thirty King County Cities to allow for disbursement and administration of CF funds.

Des Moines executed an ILA in 1990 in connection with a grant of funds for Parkside Park, Midway Park, and the Des Moines Creek Trail. The ILA has been amended six times to account for additional awards of CF funds for Des Moines open space projects. The most recent amendment was executed in early 2019 in connection with the Van Gasken property acquisition.

The existing Interlocal Cooperation Agreements remain in place with an indefinite term for the projects for which Conservation Futures proceeds were disbursed. The agreements require the properties to be maintained as open space in perpetuity.

Discussion

In 2019, the King County Council, by Ordinance 18978, has approved a new Inter-local Cooperation Agreement for future projects in order to add terms for the use of bond proceeds for certain projects, achieve consistency between the agreement and the King County Code, and make other technical changes.

In October 2019, the City was notified that the King County Council had approved \$675,900.00 in CF funding for the Midway Park expansion project. This funding was approved contingent on execution of a new ILA consistent with the terms set out in King County Ordinance 18978. Prior to receiving the funds, the ILA must be approved and executed by King County and the City.

Alternatives

The Council may:

1. Pass the proposed Resolution as presented.
2. Decline to pass the proposed Resolution. (not recommended)

Financial Impact

Approval and execution of this ILA will allow the City to receive \$675,900 for the Midway Park expansion project. This application was the first to successfully receive CF match waived funding, meaning that there is no local match requirement. Staff anticipates future grant applications for Conservation Futures-qualified open space acquisition projects.

In early January 2020, CFT will announce the opening of the next application cycle for Conservation Futures funding with applications due in early March 2020. They anticipate having bond funds available again.

Without this ILA, the City would not receive the approved funding for the Midway Park project and would have to find alternative funding sources.

Recommendation or Conclusion

Staff recommends approval of the proposed Resolution and amended ILA as presented.

CITY ATTORNEY'S FIRST DRAFT 11/07/2019**DRAFT RESOLUTION NO. 19-111**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, approving and adopting the Interlocal Cooperation Agreement between King County and the City of Des Moines for Conservation Futures Funded Open Space Acquisitions.

WHEREAS, on February 27, 1989, the King County Council passed Ordinance 8867, which established a process to allocate the proceeds of the Conservation Futures Fund ("CFF"), and

WHEREAS, on September 21, 1989, the King County Council passed Ordinance 9128, which established a Conservation Futures Levy Fund to provide for the receipt and disbursement of Conservation Futures tax levy proceeds and established conditions for use of the Fund, including conditions covering allowable cost and expenses, and

WHEREAS, in 1990, King County and the City of Des Moines executed an Interlocal Cooperation Agreement, setting the terms for acceptance by Des Moines of CFF funds related to three open space projects in the City, and

WHEREAS, the 1990 Interlocal Agreement has been amended by the parties on six occasions to allow acceptance of CFF funds by the City of Des Moines for additional open space projects, and

WHEREAS, the existing Interlocal Cooperation Agreement remains in place with an indefinite term for the projects for which Conservation Futures proceeds were disbursed, and

WHEREAS, the King County Council, by Ordinance 18978, has approved a new Interlocal Cooperation Agreement for future projects in order to add terms for the use of bond proceeds for certain projects, achieve consistency between the agreement and the King County Code, and make other technical changes, and

WHEREAS, the King County Council has approved Conservation Futures funding for the City of Des Moines's Midway Park Expansion project in the amount of \$675,900.00 in Ordinance 18987, subject to the requirements of Ordinance 18978, and

WHEREAS, the Conservation Futures funds may not be released to the City before a new Interlocal Cooperation Agreement between

Resolution No. _____
 Page 2 of 3

King County and the City of Des Moines in accord with the requirements of King County Ordinance 18978 is executed by the parties, and

WHEREAS, the City Council finds that approving and adopting the Interlocal Cooperation Agreement between King County and the City of Des Moines for Conservation Futures-Funded Open Space Acquisition Projects, attached as Exhibit "A", in order to receive Conservation Futures funds for the Midway Park Expansion project is in the best public interest; now therefore,

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

Sec. 1. The Interlocal Cooperation Agreement between King County and the City of Des Moines for Conservation Futures-Funded Open Space Acquisition Projects, attached as Exhibit "A", is hereby approved and adopted.

Sec. 2. The City Manager is hereby authorized and directed to execute the Interlocal Agreement, substantially in the form attached hereto.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2019 and signed in authentication thereof this ____ day of _____, 2019.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk/Communications Director

Resolution No. _____
Page 3 of 3

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**INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF DES MOINES
FOR CONSERVATION FUTURES-FUNDED
OPEN SPACE ACQUISITION PROJECTS**

THIS INTERLOCAL COOPERATION AGREEMENT is a grant agreement entered into between the CITY OF DES MOINES (“City”) and KING COUNTY (“County”).

Article I. Recitals

On February 27, 1989, the King County Council passed Ordinance 8867, which established a process to allocate the proceeds of the Conservation Futures Fund.

On September 21, 1989, the King County Council passed Ordinance 9128, which established a Conservation Futures Levy Fund to provide for the receipt and disbursement of Conservation Futures tax levy proceeds and established conditions for use of the Fund, including conditions covering allowable cost and expenses.

On July 21, 2003, the King County Council passed Ordinance 14714, authorizing funding allocation procedures for King County Conservation Futures tax levy collections and amending Ordinance 8867, Section 2, as amended.

The Conservation Futures Advisory Committee has recommended an allocation of Conservation Futures proceeds to specific projects from the Conservation Futures Levy Fund following notification to the cities that proceeds were available, provision of an opportunity for the cities to respond and receipt by the committee of requests for funding, all pursuant to Ordinance 8867, as amended by Ordinance 14714.

Starting in 1990 and through 2017, the King County Executive, as authorized by the King County Council, executed Interlocal Cooperation Agreements with the cities of Auburn, Bellevue, Black Diamond, Bothell, Burien, Carnation, Covington, Des Moines, Duvall, Enumclaw, Federal Way, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Mercer Island, Milton, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, Seattle, Shoreline, Snoqualmie and Tukwila, and Vashon Park District. Many of these agreements were amended over time to add new projects.

The existing Interlocal Cooperation Agreements remain in place with an indefinite term for the projects for which Conservation Futures proceeds were disbursed. The agreements require the properties to be maintained as open space in perpetuity.

The King County Council, by Ordinance 18978, has approved a new Interlocal Cooperation Agreement for future projects in order to add terms for the use of bond proceeds for certain projects, achieve consistency between the agreement and the King County Code, and make other technical changes.

Pursuant to chapter 39.34 RCW, the parties agree to the following:

Article II. Definitions

1. Open Space

The term “open space” or “open space land” means: (a) any land area so designated by an official comprehensive land use plan adopted by any city or county and zoned accordingly; or (b) any land area, the preservation of which in its present use would (i) conserve and enhance natural or scenic resources, or (ii) protect streams or water supply, or (iii) promote conservation of soils, wetlands, beaches or tidal marshes,

or (iv) enhance the value to the public of abutting or neighboring parks, forests, wildlife reserves, natural reservations or sanctuaries or other open space, or (v) enhance recreational activities, or (vi) preserve historic sites, or (vii) preserve visual quality along highway, road, and street corridors or scenic vistas, or (viii) retain in its natural state tracts of land of not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the legislative body granting the open space classification, or (c) any land meeting the definition of farms and agricultural conservation under subsection (8) of RCW 84.34.020. As a condition of granting open space classification, the legislative body may not require public access on land classified under (b) (iii) of this subsection for the purpose of promoting conservation of wetlands.

2. Project

The term “Project” means the specific projects described in Exhibit A or added by follow-on amendments to disburse proceeds pursuant to Section 8.2 of this agreement.

3. Conservation Futures

The term “Conservation Futures” means developmental rights which may be acquired by purchase, gift, grant, bequest, devise, lease or otherwise, except by eminent domain, and may consist of fee simple or any lesser interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain, improve restore, limit future use of, or otherwise conserve open space land, all in accordance with chapter 84.34 RCW and K.C.C. chapter 26.12.

Article III. Purpose of the Agreement

The purpose of this agreement is to create a cooperative arrangement between the City and the County relating to the Project and to define the terms and conditions governing both parties' obligations created by this agreement.

Article IV. Term of Agreement

This agreement shall be continued in full force and effect and binding upon the parties hereto upon execution of the agreement by both parties. The terms of the agreement shall be indefinite. The agreement will be terminated if the City is unable or unwilling: 1) to expend the proceeds provided through this agreement; 2) to satisfy the matching requirements contained in this agreement; and 3) upon reimbursement by the City to the County of all unexpended proceeds provided by the County pursuant to this agreement in the manner and amounts described below and payment of all amounts due pursuant to Section 8.1.

Article V. Conditions of Agreement

Section 5.1 -- Project Descriptions. Proceeds available pursuant to this agreement may be used only for the Projects listed in Exhibit A, such substituted Projects as may be approved by the County as set forth below, or Projects added by follow-on amendments to disburse proceeds pursuant to Section 8.2 of this agreement. All County funded Projects must meet open space criteria as described in chapter 84.34 RCW and K.C.C. chapter 26.12.

Section 5.2 -- Use of Proceeds. Proceeds provided to the City pursuant to this agreement as well as moneys provided by the City as match pursuant to this agreement may be used only to pay capital costs related to property acquisition. Those costs include

appraisals, title searches, negotiations, administrative overhead, and the cost of actual acquisition or purchase options, and all other costs meeting the requirements of K.C.C. 26.12.010. The City shall have the property valued by an appraisal performed by an independent state-certified real estate appraiser with a current general real estate appraiser license, and reviewed by an independent state-certified general real estate appraiser. In requesting reimbursement of proceeds for the Project, the City shall demonstrate to the County compliance with this Section 5.2. Proceeds utilized pursuant to this agreement may not be used to purchase land obtained through the exercise of eminent domain.

Section 5.3 -- Completion/Substitution/Deletion of Projects. The City shall complete the Project described in Section 5.1 of this Agreement within a two year period from the effective date of the County ordinance appropriating funding for the Project. If the City does not meet this two year requirement, unless the City demonstrates to the Advisory Committee a compelling reason for continuance of CFT funding for the Project beyond the two-year limit or a reprogramming request is timely approved as provided for below, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such proceeds for other projects in other jurisdictions. The City may submit specific requests for project reprogramming to the County for its approval within the two year period. All projects proposed for reprogramming must meet open space criteria as described in chapter 84.34 RCW and K.C.C. chapter 26.12, be submitted for recommendation by the County's Advisory Committee or its successor, and be approved by action of the King County Council. All

reprogramming requests shall be submitted to the County's Department of Natural Resources and Parks, Open Space Acquisitions Unit, or its successor.

Section 5.4 -- Eminent Domain. If any Project requires the exercise of eminent domain to acquire the property, all proceeds provided pursuant to this agreement plus accrued interest on such proceeds shall be reprogrammed as provided in this agreement or repaid to the County.

Article VI. Responsibilities of the City

Section 6.1 -- Matching Requirements. Except for acquisitions of property interests in opportunity areas, as defined by K.C.C. 26.12.003, any Project funded by Conservation Futures Levy proceeds shall be supported by the City in which the Project is located with a matching contribution, which is no less than the amount of Conservation Futures Levy proceeds allocated to the Project. This contribution may be in the form of cash, land match with a valuation verified by an appraisal by an independent state-certified real estate appraiser with a current general real estate appraiser license, or the cash value, excluding King County conservation futures contributions, of other open spaces acquired within the previous two years from the date of submittal of the application by the City. The appraisal, to be reviewed, shall have been performed within two years of the application deadline set for the annual allocation of conservation futures tax levy proceeds under which the Property received funding. Properties considered as land match or cash value of other open space acquisitions should be directly linked to the property under application. Any City match, other than cash, shall require County

approval. County approval and County acceptance of the City's match will be transmitted in writing to the City by the County's Designated Representative.

Section 6.2 -- Reporting. All proceeds received pursuant to this agreement and accrued interest therefrom will be accounted for separately from all other City moneys, accounts and moneys. Until the property described in the Project is acquired and all proceeds provided pursuant to this agreement have been expended, the City shall provide the reports required by K.C.C. 26.12.035.

Section 6.3 -- Disposition of Remaining Proceeds. If the City does not expend all proceeds obligated to be provided through this agreement and no substitute project is requested or approved as to the excess proceeds, such proceeds, if held by the City, shall be refunded to the County. For purposes of this section, "proceeds" shall include all moneys obligated to be provided by the County plus interest accrued by the City on such moneys. Any proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion.

Section 6.4 -- Maintenance in Perpetuity. Except as provided in this Section 6.4, the City, and any successor in interest, agree to maintain properties acquired with proceeds provided pursuant to this agreement as open space in perpetuity and, as required by the County, to include in the real property records notice of this restriction. Projects carried out by the City in whole or in part with funds provided for under the terms of this agreement shall not be transferred or conveyed except by agreement with an agency or nonprofit organization as defined in K.C.C. 26.12.003, which shall provide that the land

or interest in land shall be continued to be used for the purposes of K.C.C. chapter 26.12, and in strict conformance with the uses authorized under chapter 84.34 RCW.

The City shall not change the status or use of properties acquired with proceeds provided pursuant to this agreement unless the City provides equivalent lands or cash in exchange for the land to be changed to a different use. The land shall be valued in its changed status or use, and not based upon its value as open space, and the replacement land or payment amount must be approved by the County. If requested by the County, at its own cost the City will provide the County an appraisal performed within the previous year by an independent state-certified real estate appraiser with a current general real estate appraiser license. The value established by the appraisal will not be binding on the County. If the County approves replacement land, the City shall complete the replacement within one year of approval. If the County approves cash reimbursement, the City shall pay the County within 90 days of approval.

Section 6.5 – Tax Covenants. The City acknowledges that proceeds provided by the County for a Project may be proceeds of tax-exempt bonds (the “Bonds”) subject to certain requirements of the Internal Revenue Code of 1986, as amended (the “Tax Code”), including any implementing regulations and any administrative or judicial interpretations. The City will comply with Tax Code requirements, including those set forth in Exhibit B, which is incorporated herein, applicable to Bond-financed Projects identified in Exhibit A, which is incorporated herein, as well as Bond-financed Projects identified in subsequent amendments to this agreement.

Article VII. Responsibilities of the County

Subject to the terms of this agreement, the County will provide Conservation Futures Tax Levy proceeds in the amounts and for the Projects identified in Exhibit A as well as in those amounts and for those Projects identified in subsequent amendments to this agreement. The City may request additional proceeds; however, the County has no obligation to provide proceeds to the City in excess of the amount shown in Exhibit A. The County assumes no obligation for future support of the Project described herein except as expressly set forth in this agreement.

Article VIII. Other Provisions

Section 8.1 -- Hold Harmless and Indemnification.

A. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the City, its employees, contractors or others by reason of this agreement. The City shall protect, indemnify and save harmless the County, its officers, agents and employees from any and all claims, cost and whatsoever occurring or resulting from: 1) the City's failure to pay any compensation, fees, wages, benefits or taxes; and 2) the supplying to the City of works services, materials or supplies by City employees or agents or other contractors or suppliers in connection with or in support of performance of this agreement.

B. The City further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts of this agreement by the City, its officer, employees, agent or representatives arising out of the performance of the terms of this agreement.

C. The City shall protect, indemnify and save harmless the County from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees or agents in the performance of its obligations under the terms of this agreement. For the purposes of this agreement only, the City agrees to waive the immunity granted it for industrial insurance claims pursuant to Title 51 RCW to the extent necessary to extend its obligations under this paragraph to any claim, demand, or cause of action brought by or on behalf of any employee, including judgments, awards and costs arising therefrom including attorney's fees.

D. To the extent permitted by law, and except to the extent caused by the sole negligence of the County, the City agrees, at its expense, to pay, and to indemnify and hold the County, its officers, employees or agents harmless of, from and against, any and all claims, damages, demands, losses, liens, liabilities, penalties, fines, taxes, lawsuits and other proceedings and costs and expenses (including attorneys' fees) of every conceivable kind, character or nature whatsoever, arising directly or indirectly from or out of, or in any way connected with any examination or audit of any Bond issued to finance or refinance costs of any Bond-financed Project identified in Exhibit A as well as Bond-financed Projects identified in subsequent amendments to this agreement by the Internal Revenue Service, or any determination by the Internal Revenue Service or a court of competent jurisdiction that the interest on any such Bond is or should be subject to federal income taxation; provided, however, that the City shall not be liable for any payment made by the County with respect to any settlement of any such examination or

audit, or of any other proceeding related thereto, entered into without the consent of the City.

Section 8.2 -- Amendment. The parties reserve the right to amend or modify this agreement. Amendments or modifications to disburse proceeds approved by the County Council must be by written instrument signed by the parties substantially in the form of Exhibit C. Other amendments also must be approved by the respective City and County Councils.

Section 8.3 -- Contract Waiver. No waiver by either party of any term or condition of this agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this agreement. No waiver shall be effective unless made in writing.

Section 8.4 -- Entirety. This agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the Project and constitutes the entire agreement between the parties. The parties recognize that time is of the essence in the performance of the provisions of this agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

Dow Constantine
King County Executive

Date: _____
Acting under the authority of
Ordinance 18978

Approved as to form:

Dan Satterberg
King County Prosecuting Attorney

CITY OF DES MOINES

Michael Matthias
City Manager

Date: _____
Acting under the authority of
Ordinance _____

Approved as to form:

Tim George
City Attorney

EXHIBIT A**2020 CONSERVATION FUTURES LEVY
CITY OF DES MOINES ALLOCATION**

Jurisdiction	Project	Allocation
Des Moines	Midway Park	\$675,900
TOTAL		\$675,900

Project Description:**Project #1136975: Des Moines – Midway Park Expansion**

The City of Des Moines' Midway Park Expansion project proposes to add 0.38 acres (parcels 2156400363, 2156400364) on the west side of its existing 1.58 acre park, with a vision to add additional parcels in the future. The proposed additions are a vacant and a developed parcel on the west side. This project was determined to be an opportunity area project eligible for a match waiver (see Section 6.1 of the ILA), so the local funding match requirement was waived. Project funding was authorized in King County Ordinance 18987.

Is this a Bond-financed Project? Yes

EXHIBIT B

Tax Covenants

The City acknowledges that proceeds provided by the County for the Project may be proceeds of Bonds subject to certain requirements of the Tax Code. The City will take all actions with respect to the Project, and proceeds received for the Project, necessary to assure the exclusion of interest on the Bonds from the gross income of the owners of the Bonds, including but not limited to the following:

(a) Expenditure of Proceeds. The City will expend proceeds of the Bonds received from the County for capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Tax Code. Bond proceeds may be expended to pay, or reimburse the City for, Project capital expenditures or to repay interim indebtedness incurred for capital expenditures of the Project.

(b) Notice. The City will provide notice of action taken or planned to issue any tax-exempt indebtedness, including bonds, bank loans, or other tax-exempt indebtedness, to finance Project costs.

(c) Treatment as Grant.

- (1) The City is a governmental entity possessing substantial taxing, eminent domain and police powers and constituting a political subdivision of the State.
- (2) The City is not acting as an agent of the County.
- (3) The grant of proceeds for the Project does not impose any obligation or condition to directly or indirectly repay any amount to the County (excluding obligations or conditions intended solely to assure expenditure of the transferred moneys in accordance with the governmental purpose of the transfer).
- (4) The grant is required to be used for open space as required under Article II but does not impose any conditions relating to the use of the Project or other property of the City by the County or any of its agencies or authorities.
- (5) This agreement is a grant agreement.

(d) Limitations on Disposition of Project. The City will not sell or otherwise dispose of any components of the Project without prior approval by the County and compliance with timeframes for completion of land replacement or cash reimbursement as provided in Section 6.4.

(e) Record Retention. The City will retain its records of all accounting and monitoring it carries out with respect to the Bond proceeds received and with respect to the

Project for at least three years after the Bonds mature or are redeemed as provided in the amendment granting such Bond proceeds to the City.

(f) Cooperation. The City will provide tax certificates when and as requested by the County or County's bond counsel in order to establish or maintain the tax-exempt status of the Bonds. The City will cooperate in any audit of the Bonds by the Internal Revenue Service, including disclosure of any record, contracts and other materials relating to the Bond proceeds received by the City and the Project.

EXHIBIT C

AMENDMENT TO THE CONSERVATION FUTURES INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY AND THE CITY OF DES MOINES FOR OPEN SPACE ACQUISITION PROJECTS

Preamble

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County and certain cities. This amendment is entered into to provide for the allocation of additional proceeds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF DES MOINES and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 14th day of November 2019, as previously amended.

The parties agree to the following amendment:

The Interlocal Cooperation Agreement is hereby amended by adding Exhibit 1, attached hereto.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

Once fully executed, this Amendment shall be incorporated into the existing Interlocal Cooperation Agreement as if fully set forth, and shall become Amendment ____.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

CITY OF DES MOINES

Dow Constantine
King County Executive

Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Dan Satterberg
King County Prosecuting Attorney

City Attorney

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Vets Seniors and Human Services
Levy (VSHSL) Grant

ATTACHMENTS:

1. 2019-2020 VSHSL Grant Agreement
2. Purchase order for Shuttle Van

FOR AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Parks, Recreation and Senior
Services

DATE SUBMITTED: November 7, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *DSB*

- ☒ Legal *TS*
- ☒ Finance *BAW*
- ☐ 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 a King County Veterans Seniors and Human Services Levy (VSHSL) Grant for the creation of a Cultural Hub between our Des Moines Senior Activity Center and the Central Area Senior Center in the amount of \$185,300 for 2019-2020 and to approve the purchase of a new Shuttle Van with grant funds. The total award for Des Moines over the 5 year period (2019-2023) will be \$514,395.

Suggested Motions

Motion 1: "I move to accept the King County Veterans Seniors and Human Services Levy (VSHSL) Grant for grant funding in the amount of \$185,300 for the African Diaspora Senior Hub, and authorize the City Manager to sign the grant agreement substantially in the form as submitted."

Motion 2: "I move to approve the purchase of a 2018 Ford Metrolink Shuttle Van with a portion of the grant funds, and authorize the City Manager to sign the agreements substantially in the form as submitted."

Background:

The Des Moines Activity Center (DMAC) is a staple for gathering and activities in the City of Des Moines. With the space to host programs, activities, meals, and more - DMAC strives to expand our reach and be able to best serve seniors, veterans and the community as a whole.

Discussion:

Our DMAC, along with the Central Area Senior Center (CASC) partnered to apply for VSHSL funding for social engagement through the creation of a Cultural Hub. This hub will be called the African Diaspora Hub, with the aim to provide opportunities for seniors in Des Moines as well as central/south Seattle to be socially engaged and connected. A special emphasis will be made on culturally appropriate and diverse programming to serve the African Diaspora, as well as increasing outreach to senior veterans. African Diaspora refers to African Americans and immigrant African communities. There are a high concentration of these communities in South King County.

King County's goal in this VSHSL funding was to support senior centers in becoming hubs that expand outreach to isolated seniors and support opportunities of engagement for the diversity of seniors.

Our partnership – DMAC & CASC is intended to promote cultural programming and activities between our centers, with transportation to and from each center as an integral piece. The first milestone for this grant will be the purchase of a wheelchair accessible shuttle bus for our center. We are also in the process of purchasing software, MySeniorCenter, which will assist our center in better tracking demographics related to utilization of the DMAC.

Funding for this Cultural Hub will come from the VSHSL grant funding, over the five year period of 2019-2023.

Alternatives:

Reject grant funding. (Not recommended).

Financial Impact:

All funding for the African Diaspora Hub will be provided through grant funding from the King County Veteran's, Seniors, and Human Services Levy (VSHSL) and will be managed through the Adult Services Division (ASD) of the King County Department of Community and Human Services (DCHS).

Recommendation:

Staff recommends approval of this grant agreement as presented.

EXHIBIT II
DES MOINES/NORMANDY PARK SENIOR ACTIVITY CENTER
VSHSL SOCIAL ENGAGEMENT STRATEGY 3:
AFRICAN DIASPORA SENIOR HUB
EXHIBIT PERIOD: OCTOBER 1, 2019 – DECEMBER 31, 2020

I. WORK STATEMENT

Contractor shall provide oversight, implementation and coordination of the African Diaspora Senior Hub in collaboration with hub partner Central Area Senior Center.

The total amount of reimbursement pursuant to this Exhibit shall not exceed \$185,300 for the Exhibit Period noted above as shown in the funding table below. Funding for investment in this program is provided by the King County Veterans, Seniors and Human Services Levy (VSHSL) and is managed by the Adult Services Division (ASD) of the King County Department of Community and Human Services (DCHS), which has the responsibility for achieving and monitoring the overall outcomes. Ongoing funding for the full period of the Exhibit and the award period as outlined in the award letter shall be contingent on the Contractor's implementation of the program as described, timely achievement of the contract milestones outlined below, continued funding availability and other contractual requirements contained in the Exhibit.

Funding Period	Fund Source	ASD Result Area Alignment	Program Reimbursement
2019 – 2020	2019-2020 VSHSL Fund - Seniors	Social Engagement	\$143,230
	2019-2020 VSHSL Fund - Veterans		\$42,070
			A portion of these funds shall be used to fund equipment and capital improvements not to exceed
			\$69,580
		Total Not To Exceed	\$185,300

II. PROGRAM DESCRIPTION

King County DCHS ASD, in its partnership with the Central Area Senior Center, shares a commitment to contributing to change in the Adult Services Division five result areas:

- Financial Stability
- Healthy Living
- Housing Stability
- Service System Access and Improvement
- Social Engagement.

As community gathering places that provide older adults with opportunities for social engagement, provide resources and assistance to seniors and their caregivers, and offer participants a sense of belonging, senior centers offer an antidote to social isolation for seniors and their caregivers in our communities. However, lack of flexible funding and long-term cuts to available senior center funding streams have prevented senior centers from fully realizing a vision of becoming strategic places of social engagement from which to holistically deploy financial stability strategies, housing stability strategies, human service system access strategies, and healthy living strategies.

Based on the growing scientific understanding of the risks of isolation, King County seeks to support senior centers in becoming vibrant and inclusive senior hubs that expand outreach to isolated seniors and support opportunities of engagement for the diversity of seniors in King County. This strategy further promotes belonging where systems, biases, miscommunications or cultural differences too often serve to isolate.

By developing the African Diaspora Hub to serve seniors from diverse cultural groups, including home-bound seniors, and by providing outreach, support, and opportunities for social engagement in central Seattle and south King County, the Contractor and its hub partners will reach isolated seniors and support opportunities of engagement for the diversity of seniors in central Seattle and south King County, with a special emphasis on serving elders of the African Diaspora. The work of the African Diaspora Hub will include outreach and services to senior veterans and military service members and their respective families.

A. Program Activities

The Contractor shall serve as a partner in the in the African Diaspora Senior Hub ("Senior Hub"), providing opportunities for seniors and/or their caregivers who live in central Seattle and/or south King County, including those who identify part of the African Diaspora and senior veterans and military service members and their respective families ("Focus Population"), to experience social engagement and connection, engage in activities that promote healthy aging, and access resources that support seniors to live in their communities of choice. As part of this work, the Contractor shall:

1. Operate as a senior center
 - a. Services must include at least three of the following:
 - Food and nutrition programs, and/or congregate (shared) meals
 - Social activities
 - Information and assistance that connects individuals to aging networks and services
 - Educational opportunities for enrichment and life-planning

- Celebratory events for holidays, birthdays, cultural experiences, etc.
 - Health promotion, wellness and fitness.
- b. Senior center services must be ongoing and offered on a regular basis, but do not need to be at the same location every day. The Contractor's senior center may meet or provide services at different locations on different days, as long as there is a consistent schedule easily accessed by intended, eligible participants and community organizations who can depend upon the Contractor to host a senior center at a specified location on any specific day.
2. Operate as a senior hub by providing the following services:
- a. Providing senior center services named in Section A 1. a above at least five (5) days a week collectively as a senior hub.
 - b. Conducting outreach to increase participation and provide opportunities for social engagement for seniors within the Focus Population who might otherwise remain isolated or disengaged.
 - c. Engaging with isolated seniors who may otherwise choose not to visit the physical space(s) where the Senior Hub is located.
 - d. Providing guided connections and active navigation of referrals between the Senior Hub and other specified VSHSL-funded service providers, as appropriate and as agreed upon on a case-by-case basis in partnership with King County.
 - e. Coordinating with other community organizations to expand the services available through the Senior Hub.
 - f. Increasing knowledge of and/or participation in Community Living Connections.
 - g. Representing the voice of the seniors served by the Senior Hub in other human service collaboratives, on issues such as transportation, food access and housing, as appropriate and as agreed upon on a case-by-case basis in partnership with King County.
 - h. Using culturally informed approaches to support engagement and inclusion for the Focus Population the Senior Hub intends to serve.
3. Make equipment purchases and/or capital improvements that support the development of the Senior Hub, as follows:
- a. If the development of the Senior Hub includes plans to purchase equipment and/or complete capital improvement projects at the Contractor's facilities or facilities related to the Senior Hub, the Contractor shall be compensated through reimbursement of actual amounts spent on the equipment or capital improvements, if any, after completion.

- b. The total amount of reimbursement for equipment purchases and/or capital improvements, if any, shall not exceed the amount set forth in the funding table in Section I., WORK STATEMENT.
- c. The equipment purchases and/or capital improvement projects approved through this contract are as follows:
 - i. One 14 passenger van.
 - a. The total amount of reimbursement for the vehicle shall not exceed \$69,580. In the event that the vehicle cost is less than \$69,580, the Contractor may invoice for costs associated with the van up to a maximum total of \$X through the Exhibit Period.
 - b. In order to maintain the vehicle and support the transportation function of the program, the Contractor shall:
 - c. Provide the County with the Vehicle Identification Number (VIN), license plate number, make and model at the point that these become available to the Contractor.
 - d. Be listed as the legal and registered owner of the vehicle and maintain the original vehicle title.
 - e. Maintain property records that include a description of the property, a serial number or other identification numbers, the source of funding for the property, who holds the title, the acquisition date, and costs of the property, percentage of County participation in the cost, the location, use and condition of the property, and ultimate disposition data including date of disposal and sale price of the vehicle.
 - f. Maintain insurance coverage on the vehicle and drivers that will indemnify the County from any and all claims arising from the operation and/or use of the vehicle. The Contractor's insurance shall also provide for the replacement or repair of the vehicle in the event that the vehicle is rendered inoperable or stolen during the course of possession by the Contractor.
 - g. Ensure that the vehicle is regularly maintained in a manner consistent with the manufacturer's recommendations and that complete maintenance records are kept. All vehicle operation costs, including but not limited to fuel, maintenance and repair, are the responsibility of the Contractor. Vehicle maintenance records and County access to the vehicle for inspection shall be provided within three business days following notification of the County.
 - h. Ensure that the vehicle is operated by individuals who are trained in its operation, have a valid and current Washington State Driver's License with appropriate endorsements for its use and that the vehicle is operated in a safe manner at all

times in compliance with the laws of the State of Washington.

- i. Ensure the security of the vehicle at all times, even when not in use or in the possession of a Contractor employee. In the event the vehicle is stolen, the Contractor will file a police report and notify the County within 24 hours.
- j. Be responsible for any fines resulting from violations of state or local laws pertaining to the operation of the vehicle.
- k. Continue to utilize the vehicle for its approved purpose, or, at the discretion of the County, the Contractor shall return the vehicle to the County at the end of any contract period in which contract renewal is not intended by the County. In such cases, the vehicle shall be returned in a condition reasonable to its age and mileage.

4. Collaborate with the other partners of the Senior Hub to expand the services and supports available to seniors within the geographic or population area of focus, including:

- a. Participating with the other partners in the following Senior Hub activities:
 - i. Programming and outreach specific to the needs of senior veterans and military service members and their respective families.
 - ii. Programming and outreach specific to the needs of seniors from the African Diaspora and their caregivers.
 - iii. Programming and outreach intended to include a provide services, resources, and social engagement to isolated seniors, especially but not limited to elders from the African Diaspora.
 - iv. Shared staff with between hub partners for the Senior Hub services offered to African Immigrants and new populations.
 - v. Collaborative programming between the partners, including but not limited to
 - a. developing a shared structure for health and wellness activities;
 - b. offering structured cards and game program wherein each center's participants are encouraged to attend sessions at each partnering center;
 - c. Implementing a cross cultural program based on the sharing of food and meals reflective of the cultures of the African Diaspora.
 - vi. Collaborative marketing and outreach to share information about the Senior Hub to communities in central Seattle and south King County.

- vii. Provide technical assistance to and share expertise with the other King County senior hubs related to serving elders of the African Diaspora through offering scheduled trainings as well as ad hoc and structured sharing of best practice processes.
 - viii. Developing agreements that outlines services, resources, coordination, and connection between the African Diaspora Senior Hub and Africa Town and then implementing those programs and connections.
 - ix. Expanding or developing agreements with community-based and faith-based organizations in the geographic areas served by the Senior Hub in order to expand programming, resources, and outreach to isolated seniors and then implementing the programs outlined in those agreements.
- b. As a Senior Hub partner, taking the lead on the following senior center activities:
- i. Expanding the hours of the senior center to provide more options for seniors in the community to participate in programming or receive outreach services.
 - ii. Expanding the current meal program to include meals developed to reflect the needs and expectations of seniors from the various cultures of the African Diaspora, including sharing a chef that specializes in African food.
 - iii. Adding each of the following specific activities to the program schedule at least once during this contract:
 - 1. Dance for Parkinson's
 - 2. Mystery Dinner
 - 3. Senior Money Presentation to Stop Scams
 - 4. Out to Lunch- Water's Table at the Hyatt Regency
 - 5. Ebook & Catalog Demo
 - 6. Introduction to Polymer Clay
 - 7. Culturally appropriate group meal during the month of Ramadan
- 5. Participate in the Senior Hubs Learning Collaborative, with representation by at least one staff member at each of the scheduled meetings.
 - 6. Work with King County staff to create a referral protocol (the "Referral Protocol") for the purpose of providing referrals for affordable housing for seniors and/or senior veterans, service members and/or their families.
 - 7. Work with King County staff to develop a method to collect client satisfaction data ("Client Satisfaction Collection Method").

B. Participant Eligibility

Eligible participants for services are seniors and/or their caregivers meeting the VSHSL's definition of seniors in central Seattle and south King County, including those who identify as part of the African Diaspora and senior veterans and military service members and their respective families (Focus Populations).

C. Definitions

1. DCHS web-referenced definitions for the following terms used within this Exhibit can be found at <https://kingcounty.gov/VSHSL-definitions>.

- a. Caregiver
- b. Implementation Plan
- c. Military Service member
- d. Senior
- e. Veteran

2. Definitions for the following terms used within this Exhibit can be found in the VSHSL Implementation Plan at <https://kingcounty.gov/VSHSL-Implementation-Plan>.

- a. Financial Stability
- b. Healthy Living
- c. Housing Stability
- d. Service System Access and Improvement
- e. Social Engagement

3. Definitions for other terms used within this Exhibit:

- a. Senior Center

For the purposes of this Exhibit, a “**senior center**” is an entity that hosts a physical space for seniors (persons 55 and older) to gather in order to access services that promote healthy aging and to experience life enrichment, empowerment, belonging, and enjoyment. The space defined as the senior center may be a stand-alone, dedicated building or be part of a larger or shared center that has multiple purposes. That space may also include a series of spaces or locations.

- b. Senior Hub

For the purposes of this Exhibit, a “**senior hub**” is a senior center, or set of partnering senior centers, with the staffing, programmatic, and systems capacity to serve as the recognized resource center on aging services and supports for a focused geographic area and/or specific cultural group(s), including but not limited to the Focus Population. If the Senior Hub consists of partnering senior centers, the times and locations of services may be spread between the partnering centers in

order to achieve the level of access required to be considered a senior hub. Services need not be equal at each partner and may be structured so as to capitalize on the strengths that each partner brings to the partnership as well as on the needs of the portion of the Focus Population each partner seeks to serve.

c. Senior Hubs Learning Collaborative

For the purposes of this Exhibit, the “**Senior Hubs Learning Collaborative**” means a structured forum for supporting best practices and shared learning among the awarded senior hubs. All senior hub partners will participate. Frequency and format of meetings will be determined in collaboration with all senior hubs and King County staff.

D. Contract Milestones

The Contractor shall meet the following milestones during program years 2019-2020:

1. Year One (2019) Milestones

In collaboration with the other partners in the Senior Hub, complete the following milestones:

- a. By December 31, 2019 complete the purchase of the 14 passenger van. *November 2019 Purchase Order to be in place*
- b. By December 31, 2019 identify the community-based or faith-based organizations with which to pursue agreements related to reaching isolated seniors.
- c. By December 31, 2019 Begin planning for a workshop for faith-based community collaborators providing information on services, supports, resources available through the Senior Hub
- d. By December 31, 2019: Complete the purchase of MySeniorCenter software, a tracking management system for data collection regarding demographics of DMAC participants.

As a Senior Hub partner, complete the following milestones specific to the Contractor:

- e. By: December 31, 2019 : Research and design the roles and goals for a Cultural Outreach Specialist. Begin process to disseminate information and begin hiring process.

2. Year Two (2020) Milestones

In collaboration with the other partners in the Senior Hub, complete the following milestones: (same for all partners):

- b. By January 31, 2020: The Performance Measurement and Evaluation (PME) Plan shall be fully developed and formally accepted for the African Diaspora Senior Hub. See Section III., PERFORMANCE MEASUREMENT AND EVALUATION.

- c. By February 28, 2020: MySeniorCenter software – staff and volunteer training.
- d. By March 31, 2020: Start staffing plan to allow CASC Social Worker (10 hours per week) at DMAC to provide services to new and existing clients and support Des Moines current volunteer social worker.

As a Senior Hub partner, complete the following milestones specific to the Contractor:

- e. By **March 31, 2020**: sponsor and report the participant demographics for each of the following events: the Dance for Parkinson's; the Mystery Dinner; and an Out-to-Lunch at the Hyatt.
- f. By **March 31, 2020**: conduct the educational programs or presentations indicated in the activities outlined above
- g. By **May 31, 2020**: sponsor the Ramadan meal

III. PERFORMANCE MEASUREMENT AND EVALUATION

A. Performance Measurement and Evaluation Planning Process

The Contractor shall name a person who will lead performance measurement, evaluation, and continuous quality improvement activities for this Exhibit. A Performance Measurement and Evaluation (PME) Plan shall be co-developed and is intended to provide the Contractor and King County with useful information for decision-making, planning and program management. The Contractor and King County staff shall work collaboratively to identify relevant measures of service delivery, quality and program results and determine the mechanisms by which required information will be collected, managed and reported. King County is responsible for providing a first draft of the PME plan. The PME Plan shall be considered final after written acceptance is received by both parties. Email communication is sufficient.

B. Performance Measures

Performance measures shall be measured using individual-level client data and aggregate data submitted pursuant to this Exhibit. Specific data elements and reporting mechanisms shall be defined in the PME Plan. If deemed necessary, additional evaluation activities, such as focus groups, surveys or more rigorous evaluation projects, may also be included in the PME Plan.

At least one of each type of performance measure (below) shall be included in the final PME Plan. Where there are multiple contractors working on a related program or strategy, the PME Plan may also include at least one strategy-level performance measure.

1. Quantity of service provided: How much did we do?

For example, number of seniors and/or their caregivers served by the Senior Hub each quarter.

2. Quality of service provided: How well did we do it?

For example, percent of Senior Hub participants who identify with the target population for the senior center.

3. How seniors have been impacted: Is anyone better off?

For example, percent of Senior Hub participants who indicate that they feel more connected to their community (from survey or focus group).

Once developed and accepted by each party, the Contractor shall be required to adhere to and perform the reporting and other services described in the PME Plan; provided, however, that the Contractor's failure to meet any specific performance targets or other metrics outlined in the PME Plan shall not constitute a breach of this Contract or this Exhibit.

C. Modification of the PME Plan

Either party may suggest revisions to the PME Plan. The party requesting revisions to the PME Plan (the "Requesting Party") shall submit the suggested changes in writing to the other party (the "Receiving Party").

Within five business days of receipt, the Receiving Party shall review the revised PME Plan. Prior to the expiration of such period, the Receiving Party shall provide a written response to the Requesting Party that the Receiving Party either (i) accepts the revised PME Plan as provided by the Requesting Party, or (ii) makes additional changes to the PME Plan.

If modifications have been requested by the Receiving Party, then the parties shall discuss in good faith the original and subsequent modifications until an acceptable PME Plan has been developed and each party has provided the other with written acceptance of such plan.

IV. PARTNERSHIP AND REPORTING REQUIREMENTS

A. Partnership Activities

1. The Contractor shall work with King County staff to coordinate and align services with other VSHSL-funded organizations and system partners in order to effectively and efficiently administer a set of services that clients may be seeking to access.
2. The Contractor shall participate in regular meetings of levy-funded organizations, if and when these are convened, to improve system connection and coordination of existing services and support best practices and shared learning.
3. The Contractor shall engage in any levy competency trainings offered by King County. These training opportunities shall be offered at no cost to VSHSL-funded providers to help providers attain and maintain key skills and concepts that will support the VSHSL's goals of effectiveness, efficiency and equity.
4. The Contractor shall include an attribution to the VSHSL with the use of the VSHSL logo and/or a statement such as "This program receives funding from the King County Veterans, Seniors and Human Services Levy" in all program marketing materials, digital or hardcopy, developed during this contract period.

B. Reporting Activities

1. The Contractor shall participate in monthly check-ins with King County staff either in person or by phone. Check-ins may be reduced or increased in

frequency based on program needs and King County needs to ensure program accountability and the provision of adequate support for the program.

2. The Contractor shall include a short summary of services that occurred during the invoicing period and progress toward milestones as applicable. This summary shall be included with the submission of each invoice provided to King County.
3. The Contractor shall provide before and after photographs of any equipment or capital improvements after purchases or improvements have been completed, as part of the invoicing period or as requested by King County, to illustrate the development of the senior hub model.
4. Starting on January 1, 2020, the Contractor shall submit individual-level client data and aggregate data about services and client outcomes to King County on a quarterly basis. Reports are due within ten business days following the end of each quarter of the calendar year. The format and reporting mechanisms for this report shall be provided by King County and be outlined in the PME Plan.
5. The Contractor shall submit an annual narrative progress report to King County on January 15 following each program year. The report shall cover the activities of the previous year (January – December). The format and questions for the annual narrative progress report shall be provided by King County.
6. By the date outlined in the PME Plan, the Contractor shall submit client satisfaction data gathered through the Client Satisfaction Collection Method to King County.
7. The Contractor shall complete a VSHSL-funded wage study, once developed, every two years to help inform understanding of prevailing wages among nonprofit providers, and how compensation may be contributing to staff satisfaction, turnover and client outcomes. Results of the survey shall be made available to all VSHSL-funded providers.
8. King County reserves the right to request additional supporting documentation or information, as needed, and between reporting periods. A minimum of three business days' notice shall be provided to the Contractor. If the Contractor believes such notice is inadequate to prepare the report, it shall work with King County to adjust the due date for additional requested information.

V. COMPENSATION AND METHOD OF PAYMENT

Regular payment for activities covered by this Exhibit shall be based on meeting the deliverables outlined in the table below. However, by entering into the contract, the Contractor is agreeing to make concerted efforts to meet the program activities and contract milestones as outlined in Section II., PROGRAM DESCRIPTION and program and reporting requirements as outlined in Section IV., PARTNERSHIP AND REPORTING REQUIREMENTS. The Contractor is further required to engage in continuous quality improvement as outlined in the PME Plan in partnership with King County staff. If, through analysis of the required reports and data or through conversations with the Contractor, it is determined that the program model, as described in this Exhibit, is not successfully or sufficiently serving the King County seniors community, the Contractor agrees to work with King County to re-envision the program model, make changes to the PME Plan and pivot, using learnings to improve service delivery. Such adjustments will be documented in an amendment to this Exhibit signed by both parties.

If the Contractor does not meet the agreed upon program activities, deliverables and/or contract milestones during two quarters of the Contract and/or if the Contractor fails to engage with the King County staff to re-envision the program model or make necessary adjustments in order to better serve King County seniors, King County reserves the right to request specified corrective action in writing or, either before such a request is issued or if such a request is unheeded or does not produce improved engagement toward quality improvement, to reduce the contract amount, withhold payment, or terminate the contract in line with notice requirements in this contract's boilerplate.

A. Billing Invoice Package

The Contractor shall submit a Billing Invoice Package (BIP) monthly that consists of an invoice statement and other reporting requirements as stated in Section IV., PARTNERSHIP AND REPORTING REQUIREMENTS of this Exhibit in a format approved by King County. The BIP is due within ten business days following the end of each payment period.

1. Payments for Services

The billing table below details the monthly payment schedule for services.

2. Payments for Equipment Purchases and/or Capital Improvements

If the Contractor is requesting reimbursement for equipment purchases and/or capital improvements as part of any payment period, the Contractor shall submit a general ledger/expenditure detail report listing costs claimed as part of the BIP, along with supporting photographs as described in Section IV., PARTNERSHIP AND REPORTING REQUIREMENTS.

The County may provide an advance payment prior to the Contractor incurring any equipment or capital improvement costs. If the Contractor is requesting advance payment, the Contractor shall submit a formal written quote or Purchase Order as part of the BIP. If approved for advance payment, the Contractor shall remit an expenditure detail report listing costs on equipment and/or capital improvements in a subsequent BIP. King County shall provide reimbursement on the remaining equipment/capital improvement funds only once the Contractor has fully expended the advance payment and has provided the supporting expenditure detail.

The Contractor must retain on file backup documentation for any equipment and/or capital improvement costs (including receipts, invoices, timesheets, and copies of checks) for the duration of Contractor's VSHSL award plus an additional six years. This documentation must be made available upon request. The County may conduct a site visit to the Contractor's office to review and verify the foregoing records. Advance notice will be given to the Contractor in the case of fiscal audits to be conducted by the County.

Date Due	Payment Period	Payment / Fund Source	Deliverable
November 15, 2019	Preceding month	\$2,805 VSHSL Fund - Veterans	On-time completion / submission of:

Date Due	Payment Period	Payment / Fund Source		Deliverable
		\$4,910	VSHSL Fund - Seniors	1. Accurate invoice 2. General ledger/expenditure detail and report and photographs, for equipment/capital reimbursement requests, if applicable 3. Documentation toward progress on milestones indicated in body of contract
		\$7,715	Total (excluding equipment/capital reimbursement requests)	
December 13, 2019	Preceding month	\$2,805	VSHSL Fund - Veterans	On-time completion / submission of: 1. Accurate invoice 2. General ledger/expenditure detail and report and photographs, for equipment/capital reimbursement requests, if applicable 3. Documentation toward progress on milestones indicated in body of contract
		\$4,910	VSHSL Fund - Seniors	
		\$7,715	Total (excluding equipment/capital reimbursement requests)	
January 15, 2020	Preceding month	\$2,805	VSHSL Fund - Veterans	On-time completion / submission of: 1. Accurate invoice 2. Aggregate-level client data 3. Annual narrative progress report 4. General ledger/expenditure detail and report and photographs, for equipment/capital reimbursement requests, if applicable 5. Documentation toward progress on milestones indicated in body of contract
		\$4,910	VSHSL Fund - Seniors	
		\$7,715	Total (excluding equipment/capital reimbursement requests)	
February 14, 2020	Preceding month	\$2,805	VSHSL Fund - Veterans	On-time completion / submission of: 1. Accurate invoice 2. General ledger/expenditure detail and report and photographs, for equipment/capital reimbursement requests, if applicable 3. Finalized PME Plan 4. Documentation toward progress on milestones indicated in body of contract
		\$4,910	VSHSL Fund - Seniors	
		\$7,715	Total (excluding equipment/capital reimbursement requests)	
March 13, 2020	Preceding month	\$2,805	VSHSL Fund - Veterans	On-time completion / submission of: 1. Accurate invoice 2. General ledger/expenditure detail and report and photographs, for equipment/capital reimbursement requests, if applicable 3. Documentation toward progress on milestones indicated in body of contract
		\$4,910	VSHSL Fund - Seniors	
		\$7,715	Total (excluding equipment/capital reimbursement requests)	

Date Due	Payment Period	Payment / Fund Source		Deliverable
April 14, 2020	Preceding month	\$2,805	VSHSL Fund - Veterans	On-time completion / submission of: 1. Accurate invoice 2. Aggregate and/or individual-level client data 3. General ledger/expenditure detail and report and photographs, for equipment/capital reimbursement requests, if applicable 4. Documentation toward progress on milestones indicated in body of contract
		\$4,910	VSHSL Fund - Seniors	
		\$7,715	Total (excluding equipment/capital reimbursement requests)	
May 14, 2020	Preceding month	\$2,805	VSHSL Fund - Veterans	On-time completion / submission of: 1. Accurate invoice 2. General ledger/expenditure detail and report and photographs, for equipment/capital reimbursement requests, if applicable 3. Documentation toward progress on milestones indicated in body of contract
		\$4,910	VSHSL Fund - Seniors	
		\$7,715	Total (excluding equipment/capital reimbursement requests)	
June 12, 2020	Preceding month	\$2,805	VSHSL Fund - Veterans	On-time completion / submission of: 1. Accurate invoice 2. General ledger/expenditure detail and report and photographs, for equipment/capital reimbursement requests, if applicable 3. Documentation toward progress on milestones indicated in body of contract
		\$4,910	VSHSL Fund - Seniors	
		\$7,715	Total (excluding equipment/capital reimbursement requests)	
July 15, 2020	Preceding month	\$2,805	VSHSL Fund - Veterans	On-time completion / submission of: 1. Accurate invoice 2. Aggregate and/or individual-level client data 3. General ledger/expenditure detail and report and photographs, for equipment/capital reimbursement requests, if applicable 4. Documentation toward progress on milestones indicated in body of contract
		\$4,910	VSHSL Fund - Seniors	
		\$7,715	Total (excluding equipment/capital reimbursement requests)	
August 14, 2020	Preceding month	\$2,805	VSHSL Fund - Veterans	On-time completion / submission of: 1. Accurate invoice 2. General ledger/expenditure detail and report and photographs, for equipment/capital reimbursement requests, if applicable
		\$4,910	VSHSL Fund - Seniors	
		\$7,715	Total (excluding equipment/capital reimbursement requests)	

Date Due	Payment Period	Payment / Fund Source		Deliverable
			reimbursement requests)	3. Documentation toward progress on milestones indicated in body of contract
September 15, 2020	Preceding month	\$2,805	VSHSL Fund - Veterans	On-time completion / submission of: 1. Accurate invoice 2. General ledger/expenditure detail and report and photographs, for equipment/capital reimbursement requests, if applicable 3. Documentation toward progress on milestones indicated in body of contract
		\$4,910	VSHSL Fund - Seniors	
		\$7,715	Total (excluding equipment/capital reimbursement requests)	
October 14, 2020	Preceding month	\$2,805	VSHSL Fund - Veterans	On-time completion / submission of: 1. Accurate invoice 2. Aggregate and/or individual-level client data 3. General ledger/expenditure detail and report and photographs, for equipment/capital reimbursement requests, if applicable 4. Documentation toward progress on milestones indicated in body of contract
		\$4,910	VSHSL Fund - Seniors	
		\$7,715	Total (excluding equipment/capital reimbursement requests)	
November 16, 2020	Preceding month	\$2,805	VSHSL Fund - Veterans	On-time completion / submission of: 1. Accurate invoice 2. General ledger/expenditure detail and report and photographs, for equipment/capital reimbursement requests, if applicable 3. Documentation toward progress on milestones indicated in body of contract
		\$4,910	VSHSL Fund - Seniors	
		\$7,715	Total (excluding equipment/capital reimbursement requests)	
December 14, 2020	Preceding month	\$2,805	VSHSL Fund - Veterans	On-time completion / submission of: 1. Accurate invoice 2. General ledger/expenditure detail and report and photographs, for equipment/capital reimbursement requests, if applicable 3. Documentation toward progress on milestones indicated in body of contract
		\$4,910	VSHSL Fund - Seniors	
		\$7,715	Total (excluding equipment/capital reimbursement requests)	
January 15, 2021	Preceding month	\$2,805	VSHSL Fund - Veterans	On-time completion or submission of: 1. Accurate invoice 2. Aggregate and/or individual-level client data 3. Annual narrative progress report
		\$4,910	VSHSL Fund - Seniors	

Date Due	Payment Period	Payment / Fund Source	Deliverable
		\$7,715 Total (excluding equipment/capital reimbursement requests)	4. General ledger/expenditure detail and report and photographs, for equipment/capital reimbursement requests, if applicable 5. Documentation toward progress on milestones indicated in body of contract

The Contractor shall advise King County quarterly of any material changes in revenues from sources other than the County that are used to provide the services funded under this Exhibit. The Contractor agrees to re-negotiate, as needed, if the County determines that such changes are substantial.

CITY OF DES MOINES

Finance Division

21630 11TH Avenue South

Des Moines WA 98198-6317

Phone 206.870.6511 Fax 206.870.6540

**PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/18/2019 #061

TO:
Northwest Bus Sales, Inc.
33207 Pacific Highway S
Federal Way, WA 98003
(800)231-7099
Robert Goolsby: rob@nwbus.com

SHIP TO:
Don Leadbetter, Equipment Shop
City of Des Moines WA
21650 11th Avenue South
Des Moines WA 98198-6317
206.870.6521 FAX 206.870.6596

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/18/2019	Nicole Nordholm, Asst Dir of Parks, Rec & Sr Services			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	VIN # 1FDFE4S0JDC11006 STOCK # S11006	New 2018 FORD METROLINK Shuttle Van **See attached Invoice # 52367 for details of order	\$62,990.00	\$62,990.00

Authority:

SUBTOTAL	\$62,990.00
% SALES TAX	\$ 6,487.97
SHIPPING & HANDLING	\$ 0.00
OTHER: TITLE/LICENSE/ REGISTRATION FEES	\$ 100.00
TOTAL	\$69,577.97

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:

CHARGE TO DM CITY CODE: 501.570.573.594.69.64.00

Ordered by:

Date

Authorized by:

Date

Northwest Bus Sales, Inc.

33207 Pacific Highway S

Federal Way WA 98003

(800) 231-7099

City of Des Moines
1000 S 220th St
Des Moines WA 98198

recreation@desmoineswa.gov

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified in this document.

Unit Information

New/Used	Year	Make	Model	VIN	Stock No.	Price
New	2018	FORD	METROLINK	1FDFE4FS0JDC11006	S11006	\$62,990.00

Notes:

Price includes delivery to Des Moines, WA

Price includes applicable Ford rebates

Licensing / registration estimated based upon exempt plates for government agency and will be billed at cost.

Thank you for your business!

Dealer Unit Price	\$62,990.00
Added Accessories	\$0.00
Freight	\$0.00
Dealer Prep/Rigging Fee	\$0.00
Price	\$62,990.00

All out of state payments must be in the form of cashier's check or bank wire - USD.

Out of state residents: Sales tax waived with proof of out of state residency.

Options:

Lienholder:

None

Net Sale (Cash Price - Net Trade)	\$62,990.00
Sales Tax	\$6,487.97
Document or Administration Fees	\$0.00
Title/License/Registration Fees	\$100.00

Trade Information (VIN Required):

Sub Total (Net Sale + Other Charges)	\$69,577.97
Down Payment	\$0.00
Amount to Pay/Finance	\$69,577.97

UNITS WARRANTIED BY BODY MANUFACTURER AND CHASSIS MANUFACTURER ONLY

NOTICE TO BUYER: (1) Title remains in sellers possession until payment is received in full. (2) Buyer acknowledges receipt of a copy of this purchase agreement and further acknowledges having read and agreed to the terms and conditions printed on the agreement. Buyer understands that the down payment tendered is not refundable unless stated otherwise.

A negotiable documentary service fee up to \$150.00 may be added.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

New vehicles sold only with the manufacturer's warranty. Northwest Bus Sales Inc. disclaims any warranty, either express or implied, regarding the merchantability or fitness for a particular purpose regarding the new vehicle sold.

Customer Signature _____

Dealer Signature _____

Approved By _____

Thank You for Your Business!

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Department of Ecology 2019-2021
Stormwater Grant Agreement

ATTACHMENTS:

1. Water Quality Stormwater Capacity Agreement No. WQSWCAP-1921-DeMDS-00058

FOR AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: November 7, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *DSB*

- ☒ Legal *LG*
- ☒ Finance *Law*
- ☐ Courts _____
- ☐ Police _____

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

Purpose and Recommendation

The purpose of this agenda item is to approve the State Department of Ecology Grant Agreement (Attachment 1). For Fiscal Years 2019-2021, the Department of Ecology has offered the City of Des Moines a \$50,000 grant to be used to support NPDES permit required activities. Staff recommends accepting this grant as it can be used for a variety of expenses related to meeting the requirements of the NPDES Phase II permit that the City's stormwater program is operating under. The grant does not require a local funding match and costs are eligible for funding from July 1, 2019 through March 31, 2021. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to approve the 2019-2021 Water Quality Stormwater Capacity Grant Agreement between the State of Washington Department of Ecology and the City of Des Moines, and further to authorize the City Manager to sign said Agreement substantially in the form as submitted."

Background

The City has received a \$50,000 grant offer from Ecology as part of the state's Local Government Stormwater Grants Program to be used for NPDES permit implementation activities.

The City has been awarded six previous NPDES grants (\$75,000 for 2007-2009, \$50,000 for 2010, \$197,425 for 2011-2013, \$170,000 for 2013-2015, \$25,000 for 2015-2017, and \$50,000 for 2017-2019). Similar to the previous Agreements, this 2019-2021 Agreement does not contain the percentage goals for MBE/WBE businesses but contains language that the City would solicit and recruit, to the extent possible, MBE/WBE businesses, making it consistent with the previous Agreements that the Council approved.

Discussion

Over the years, these funds have been used to cover staff costs for developing the drainage inventory map, preparing planning documents and manuals, purchasing field equipment such as the GPS PDA's used for field mapping, and the Cityworks program for managing maintenance to the drainage system and tracking associated costs, as well as several software upgrades to the GIS system. During the grant term, staff will be reviewing the program's needs with the emphasis that these funds be used toward a one-time expense item(s) rather than to cover on-going related expenses of the program.

Alternatives

No alternatives are provided. Should the City not accept this grant offer, the funds will be made available to other jurisdictions.

Financial Impact

The \$50,000 operation grant can be used to offset costs for implementing the NPDES permit and is retroactive to July 1, 2019. Eligible costs are allowed prior to the grant expiration date (March 31, 2021). No match is required.

Recommendation or Conclusion

Staff recommends approving the Ecology Agreement.

Concurrence

Finance, Legal, and Public Works concur.



Agreement No. WQSWCAP-1921-DeMDSD-00058

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF DES MOINES

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Des Moines, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2019-2021 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	03/31/2021
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

State of Washington Department of Ecology

Agreement No: WQSWCAP-1921-DeMDSD-00058
Project Title: 2019-2021 Biennial Stormwater Capacity Grants
Recipient Name: City of Des Moines

RECIPIENT INFORMATION

Organization Name: City of Des Moines

Federal Tax ID: 91-6016496

DUNS Number: 079270443

Mailing Address: 21630 11th Ave S, Ste D
Des Moines, WA 98198-6398

Physical Address: 21630 11th Ave S, Ste D
Des Moines, Washington 98198-6398

Organization Fax: (206) 870-6544

Contacts

Agreement No: WQSWCAP-1921-DeMDSD-00058
Project Title: 2019-2021 Biennial Stormwater Capacity Grants
Recipient Name: City of Des Moines

Project Manager	Tyler Beekley Water Quality Specialist 21650 11th Ave S Des Moines, Washington 98098 Email: tbeekley@desmoineswa.gov Phone: (206) 870-6869
Billing Contact	Loren Reinhold Surface Water Manager 21650 11th Ave S Des Moines, Washington 98198 Email: lreinhold@desmoineswa.gov Phone: (206) 870-6524
Authorized Signatory	Michael Matthias City Manager 21630 11th AVE S Des Moines, Washington 98198 Email: mmatthias@desmoineswa.gov Phone: (206) 824-5700

State of Washington Department of Ecology

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Agreement No: WQSWCAP-1921-DeMDSD-00058
 Project Title: 2019-2021 Biennial Stormwater Capacity Grants
 Recipient Name: City of Des Moines

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452

Agreement No: WQSWCAP-1921-DeMDSD-00058
 Project Title: 2019-2021 Biennial Stormwater Capacity Grants
 Recipient Name: City of Des Moines

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

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

Washington State
 Department of Ecology

City of Des Moines

By: _____

By: _____

Heather R. Bartlett
 Water Quality
 Program Manager
 Date

Michael Matthias
 City Manager
 Date

Template Approved to Form by
 Attorney General's Office

Agreement No: WQSWCAP-1921-DeMDSD-00058
 Project Title: 2019-2021 Biennial Stormwater Capacity Grants
 Recipient Name: City of Des Moines

SCOPE OF WORK

Task Number: 1 **Task Cost: \$2,500.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report.

- * Properly maintained project documentation.

Recipient Task Coordinator: Tyler Beekley

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

Agreement No: WQSWCAP-1921-DeMDSD-00058

Project Title: 2019-2021 Biennial Stormwater Capacity Grants

Recipient Name: City of Des Moines

SCOPE OF WORK

Task Number: 2

Task Cost: \$47,500.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
 - 2) Public involvement and participation activities.
 - 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
 - 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
 - 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
 - 6) Annual reporting activities.
 - 7) Establishing and refining stormwater utilities, including stable rate structures.
 - 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
- Monitoring, including:
- a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
 - 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
 - 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vacuum truck) rather than general use (such as a pick-up truck). Equipment

Agreement No: WQSWCAP-1921-DeMDSD-00058
 Project Title: 2019-2021 Biennial Stormwater Capacity Grants
 Recipient Name: City of Des Moines

purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Tyler Beekley

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-1921-DeMDSD-00058
 Project Title: 2019-2021 Biennial Stormwater Capacity Grants
 Recipient Name: City of Des Moines

BUDGET

Funding Distribution EG200179

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: 1921 stormwater capacity Funding Type: Grant
 Funding Effective Date: 07/01/2019 Funding Expiration Date: 03/31/2021

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Type: State

Funding Source %: 100%

Description: Cap Grants-MTC Operating

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

1921 stormwater capacity	Task Total
Project Administration/Management	\$ 2,500.00
Permit Implementation	\$ 47,500.00

Total: \$ 50,000.00

Agreement No: WQSWCAP-1921-DeMDSD-00058
 Project Title: 2019-2021 Biennial Stormwater Capacity Grants
 Recipient Name: City of Des Moines

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
1921 stormwater capacity	0.00 %	\$ 0.00	\$ 50,000.00	\$ 50,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

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Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

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- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

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Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

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accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.

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d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

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imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

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ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Ordinance No. 19-085 -
adopting legislation to authorize a
sales and use tax for affordable and
supportive housing

ATTACHMENTS:

1. Ordinance No. 19-085
2. Resolution No. 1403: Declaring the intent
to adopt legislation to authorize a sales and
use tax.
3. Substitute House Bill 1406

FOR AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: November 7, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *DSS*

- ☒ Legal *LB*
☒ Finance *Baw*
☐ Courts _____
☐ Police _____

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

Purpose

The purpose of this agenda item is for the City Council to consider Draft Ordinance No. 19-085 to authorize the maximum capacity of a sales and use tax for the purpose of investing in affordable and supportive housing as authorized by the Legislature in 2019 through Substitute House Bill 1406. Approving this draft Ordinance will not result in increased taxes for residents of Des Moines.

Suggested Motion[s]

Motion 1: "I move to suspend Council Rule 26(a) in order to enact Draft Ordinance No. 19-085 on first reading."

Motion 2: "I move to enact Ordinance No.19-085, imposing a sales and use tax for affordable and supportive housing in accordance with Substitute House Bill 1406, fixing the tax rate and defining the permissible uses of the proceeds consistent with state law."

Background

Starting in 2015, the South King Housing and Homelessness Partnership (SKHHP) brought together a network of South King County stakeholders on issues related to affordable housing and homelessness. This year, efforts have ramped up, and this coalition formed an interlocal agreement between the jurisdictions of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Tukwila, and King County to work together and share resources in order to effectively address this issue. The purpose is to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock.

City staff continue to participate in SKHHP board meetings and staff planning meetings, and discussions continue between the nine South King County cities that comprise SKHHP.

Discussion

In the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) (“SHB 1406”). SHB 1406 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, for the operations and maintenance costs of affordable or supportive housing, or, if eligible, for providing rental assistance to tenants. The tax will be credited against state sales taxes collected within the City and, therefore, will not result in higher sales and use taxes within the City and will represent an additional source of funding to address housing needs in the City. The tax must be used to assist persons whose income is at or below sixty percent of the City median income.

In September 2019, Council passed Resolution 1403, declaring the intent to adopt legislation to authorize a sales and use tax as allowed under state law.

This declared the City’s intent to pass legislation authorizing the maximum capacity of the tax by July 28, 2020. To continue to receive the tax proceeds, the City must pass such legislation before that July 28, 2020 deadline. If the City fails to meet either requirement, the opportunity to receive those funds will be lost and King County would receive the funds instead, or they may remain with the State. This revenue stream is available to cities for up to twenty years.

SHB 1406 explicitly provides that cities wishing to pool the funds received in a regional effort to address affordable housing may do so through an interlocal agreement with one or more cities, counties, or public housing authorities. A smaller city such as Des Moines could, if the City Council were to find it in the best interest of the City and of the coalition, pledge the future proceeds of the tax towards bonds issued by another party (or parties) to the interlocal agreement in support of a regional affordable housing project. All cities in SKHHP are in various stages of passing their Ordinances, and then the discussion will occur as to pooling of the funds.

Alternatives

The Council may:

1. Pass the proposed Ordinance as presented.
2. Decline to pass the proposed Ordinance. (not recommended)

Financial Impact

The City will receive the proceeds of the sales and use tax equaling 0.0073% (seventy-three ten-thousandths of one percent) of taxable retail sales in the City for the year ending July 28, 2020, per SHB 1406. Based on 2018 taxable sales, this amount is estimated to total approximately \$30,000.00 (thirty thousand dollars). These funds are deducted from the State's portion of the sales and use tax, and are not taken out of the City portion of sales and use tax or an additional tax. There will be no increase in taxes paid by implementing this at the local level, as the revenue is offset by a reduction in the state's portion and does not impact consumers.

Accessing future proceeds of this tax in the succeeding nineteen years will require that the City Council adopt this Ordinance authorizing the maximum capacity of the sales and use tax authorized by SHB 1406 by July 28, 2020.

Recommendation or Conclusion

Staff recommends approval of the Ordinance as presented. If Ordinance 19-085 is adopted, City staff will follow the procedures outlined in HB 1406 for proper notification to the Washington State Department of Revenue.

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CITY ATTORNEY'S FIRST DRAFT 11/07/2019**DRAFT ORDINANCE NO. 19-085**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to finance, imposing a sales and use tax for affordable and supportive housing in accordance with RCW 84.14.540, fixing the rate of the tax, defining the permissible uses of the proceeds of the tax, setting an expiration date, and adding and codifying a new chapter to Title 3 DMMC entitled "*Additional Sales and Use Tax for Affordable and Supportive Housing.*"

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019, now codified at RCW 82.14.540, and

WHEREAS, RCW 82.14.540 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, for the operations and maintenance costs of affordable or supportive housing, or, if eligible, for providing rental assistance to tenants, and

WHEREAS, the tax will be credited against state sales taxes collected within the City and, therefore, will not result in higher sales and use taxes within the City and will represent an additional source of funding to address housing needs in the City, and

WHEREAS, the tax must be used to assist persons whose income is at or below sixty percent of the City median income, and

WHEREAS, the City has entered into the SKHHP interlocal agreement and has deemed the housing crisis to be something to approach collaboratively with South King County cities and has determined that imposing the sales and use tax to address this need will benefit its citizens, and

WHEREAS, in order for a city or county to impose the tax, within six months of the effective date of SHB 1406, or January 28, 2020, the governing body must adopt a resolution of intent to

authorize the maximum capacity of the tax, and within twelve months of the effective date of SHB 1406, or July 28, 2020, must adopt legislation to authorize the maximum capacity of the tax, and

WHEREAS, the City Council enacted Resolution No. 1403 at the regular City Council meeting on September 5, 2019, declaring the City's intent to authorize the maximum capacity of the tax, and

WHEREAS, the maximum rate of tax that may be levied under RCW 82.14.540 by a City lying within a County that imposes its own tax under RCW 82.14.540 is seventy-three ten-thousands of one percent (0.0073%), and

WHEREAS, the King County Council enacted Ordinance 18973 on August 28, 2019, imposing a sales and use tax for affordable and supportive housing pursuant to RCW 82.14.540, and

WHEREAS, the City Council finds that imposing the maximum additional sales and use tax authorized by SHB 1406 and RCW 82.14.540 is necessary and proper to promote the health, safety, and welfare of the public; now therefore,

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

Sec. 1. Imposition. There is imposed a sales and use tax for affordable and supportive housing as authorized by RCW 82.14.540 upon every taxable event occurring within the City as defined in RCW 82.14.020.

Sec. 2. Rate. The rate of tax imposed by section 1 of this ordinance shall be seventy-three ten-thousands of one percent (0.0073%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax. The tax imposed under this section shall be deducted from the amount of tax otherwise required to be collected or paid to the department of revenue under chapter 82.08 or 82.12 RCW.

Sec. 3. Use of State-Shared Affordable Housing Sales and Use Tax Receipts. Proceeds from the sales and use tax for affordable and supportive housing imposed by section 1 of this ordinance shall be used only for the purposes provided in RCW

82.14.540(6). The City may enter into an interlocal agreement with one or more counties, cities, or public housing authorities in accordance with chapter 39.34 RCW and RCW 82.14.540(10).

Sec. 4. Administration - Collection. The administration and collection of the tax imposed by this chapter shall be in accordance with the provisions of RCW 82.14.540.

Sec. 5. Expiration. The tax imposed under section 1 of this ordinance shall expire twenty years after the date on which the tax is first imposed.

Sec. 6. Contract with Department of Revenue. The City Manager or the City Manager's designee is authorized to enter into a contract with the Department of Revenue for the administration of this tax.

Sec. 7. Codification. Sections 1 through 6 of this ordinance shall be codified as a new chapter in Title 3 DMMC entitled "Additional Sales and Use Tax for Affordable and Supportive Housing."

Sec. 8. 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. 9. Effective date. This ordinance shall take effect and be in full force five (5) days after its passage and approval in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of ____, 2019 and signed in authentication thereof this ____ day of ____, 2019.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____

RESOLUTION NO. 1403

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, declaring the intent of the City Council to adopt legislation to authorize a sales and use tax for affordable and supportive housing in accordance with substitute house bill 1406 (chapter 338, laws of 2019), and other matters related thereto.

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) ("SHB 1406"), and

WHEREAS, SHB 1406 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, for the operations and maintenance costs of affordable or supportive housing, or, if eligible, for providing rental assistance to tenants, and

WHEREAS, the tax will be credited against state sales taxes collected within the City and, therefore, will not result in higher sales and use taxes within the City and will represent an additional source of funding to address housing needs in the City, and

WHEREAS, the tax must be used to assist persons whose income is at or below sixty percent of the City median income, and

WHEREAS, the City has entered into the SKHHP interlocal agreement and has deemed the housing crisis to be something to approach collaboratively with South King County cities and has determined that imposing the sales and use tax to address this need will benefit its citizens, and

WHEREAS, in order for a city or county to impose the tax, within six months of the effective date of SHB 1406, or January 28, 2020, the governing body must adopt a resolution of intent to authorize the maximum capacity of the tax, and within twelve months of the effective date of SHB 1406, or July 28, 2020, must adopt legislation to authorize the maximum capacity of the tax, and

WHEREAS, this Resolution constitutes the resolution of intent required by SHB 1406, and

Resolution No. 1403
Page 2 of 2

WHEREAS, the City Council now desires to declare its intent to impose a local sales and use tax as authorized by SHB 1406 as set forth herein; now therefore,

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

Sec. 1. Resolution of Intent. The City Council declares its intent to adopt legislation to authorize the maximum capacity of the sales and use tax authorized by SHB 1406 within one year of the effective date of SHB 1406, or by July 28, 2020.

Sec. 2. Further Authority. All City officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the actions contemplated by, this Resolution.

Sec. 3. Ratification and confirmation. Any acts consistent with the authority and prior to the effective date of this Resolution are hereby ratified and confirmed.

ADOPTED BY the City Council of the City of Des Moines, Washington this 5th day of September, 2019, and signed in authentication thereof this 5th day of September, 2019.



FOR MAYOR PINA

APPROVED AS TO FORM:



City Attorney

ATTEST:



City Clerk

H-1301.2

SUBSTITUTE HOUSE BILL 1406

State of Washington**66th Legislature****2019 Regular Session**

By House Housing, Community Development & Veterans (originally sponsored by Representatives Robinson, Macri, Chapman, Valdez, Senn, Peterson, Kloba, Tharinger, Gregerson, Stanford, Walen, Doglio, Frame, Jenkins, Riccelli, Slatter, Ormsby, and Santos)

READ FIRST TIME 02/08/19.

1 AN ACT Relating to encouraging investments in affordable and
2 supportive housing; and adding a new section to chapter 82.14 RCW.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 NEW SECTION. **Sec. 1.** A new section is added to chapter 82.14
5 RCW to read as follows:

6 (1) The definitions in this subsection apply throughout this
7 section unless the context clearly requires otherwise.

8 (a) "Nonparticipating city" is a city that does not impose a
9 sales and use tax in accordance with the terms of this section.

10 (b) "Nonparticipating county" is a county that does not impose a
11 sales and use tax in accordance with the terms of this section.

12 (c) "Participating city" is a city that imposes a sales and use
13 tax in accordance with the terms of this section.

14 (d) "Participating county" is a county that imposes a sales and
15 use tax in accordance with the terms of this section.

16 (e) "Qualifying local tax" means the following tax sources, if
17 the tax source is instated no later than twelve months after the
18 effective date of this section:

19 (i) The affordable housing levy authorized under RCW 84.52.105;

20 (ii) The sales and use tax for housing and related services
21 authorized under RCW 82.14.530; and

1 (iii) The sales tax for chemical dependency and mental health
2 treatment services or therapeutic courts authorized under RCW
3 82.14.460.

4 (2)(a) A county or city legislative authority may authorize, fix,
5 and impose a sales and use tax in accordance with the terms of this
6 section.

7 (b) The tax under this section is assessed on the selling price
8 in the case of a sales tax, or value of the article used, in the case
9 of a use tax.

10 (c) The rate of the tax under this section for an individual
11 participating city and an individual participating county may not
12 exceed:

13 (i) Beginning on the effective date of this section until twelve
14 months after the effective date of this section:

15 (A) One one-hundredth percent for a:

16 (I) Participating city, unless the participating city levies a
17 qualifying local tax; and

18 (II) Participating county, within the limits of nonparticipating
19 cities within the county;

20 (B) Two one-hundredths percent for a:

21 (I) Participating city that currently levies a qualifying local
22 tax;

23 (II) Participating city if the county in which it is located
24 declares they will not levy the sales and use tax authorized under
25 this section; and

26 (III) Participating county within the unincorporated areas of the
27 county and any city that declares they will not levy the sales and
28 use tax authorized under this section;

29 (ii) Beginning twelve months after the effective date of this
30 section:

31 (A) One one-hundredth percent for a:

32 (I) Participating city that is located within a participating
33 county if the participating city is not levying a qualifying local
34 tax; and

35 (II) Participating county, within the limits of a participating
36 city if the participating city is not levying a qualifying local tax;

37 (B) Two one-hundredths percent within the limits of a:

38 (I) Participating city that is levying a qualifying local tax;
39 and

1 (II) Participating county within the unincorporated area of the
2 county and within the limits of any nonparticipating city that is
3 located within the county.

4 (d) A county may not levy the tax authorized under this section
5 within the limits of a participating city that levies a qualifying
6 local tax.

7 (e)(i) In order for a county or city legislative authority to
8 impose the tax under this section, the authority must adopt:

9 (A) A resolution of intent to adopt legislation to authorize the
10 maximum capacity of the tax in this section within six months of the
11 date in which this section takes effect; and

12 (B) Legislation to authorize the maximum capacity of the tax in
13 this section within one year of the date on which this section takes
14 effect.

15 (ii) Adoption of the resolution of intent and legislation
16 requires simple majority approval of the enacting legislative
17 authority.

18 (iii) If a county or city has not adopted a resolution of intent
19 in accordance with the terms of this section, the county or city may
20 not authorize, fix, and impose the tax.

21 (3) The tax imposed under this section must be deducted from the
22 amount of tax otherwise required to be collected or paid to the
23 department of revenue under chapter 82.08 or 82.12 RCW. The
24 department must perform the collection of such taxes on behalf of the
25 county or city at no cost to the county or city.

26 (4) By December 31, 2019, or within thirty days of a county or
27 city authorizing the tax under this section, whichever is later, the
28 department must calculate the maximum amount of tax distributions for
29 each county and city authorizing the tax under this section as
30 follows:

31 (a) The maximum amount for a participating county equals the
32 taxable retail sales within the county in state fiscal year 2019
33 multiplied by the tax rate imposed under this section. If a county
34 imposes a tax authorized under this section after a city located in
35 that county has imposed the tax, the taxable retail sales within the
36 city in state fiscal year 2019 must be subtracted from the taxable
37 retail sales within the county for the calculation of the maximum
38 amount; and

1 (b) The maximum amount for a city equals the taxable retail sales
2 within the city in state fiscal year 2019 multiplied by the tax rate
3 imposed under subsection (1) of this section.

4 (5) The tax must cease to be distributed to a county or city for
5 the remainder of any fiscal year in which the amount of tax exceeds
6 the maximum amount in subsection (4) of this section. The department
7 must remit any annual tax revenues above the maximum to the state
8 treasurer for deposit in the general fund. Distributions to a county
9 or city meeting the maximum amount must resume at the beginning of
10 the next fiscal year.

11 (6)(a) If a county has a population greater than four hundred
12 thousand or a city has a population greater than one hundred
13 thousand, the moneys collected or bonds issued under this section may
14 only be used for the following purposes:

15 (i) Acquiring, rehabilitating, or constructing affordable
16 housing, which may include new units of affordable housing within an
17 existing structure or facilities providing supportive housing
18 services under RCW 71.24.385; or

19 (ii) Funding the operations and maintenance costs of new units of
20 affordable or supportive housing.

21 (b) If a county has a population of four hundred thousand or less
22 or a city has a population of one hundred thousand or less, the
23 moneys collected under this section may only be used for the purposes
24 provided in (a) of this subsection or for providing rental assistance
25 to tenants.

26 (7) The housing and services provided pursuant to subsection (6)
27 of this section may only be provided to persons whose income is at or
28 below sixty percent of the median income of the county or city
29 imposing the tax. If the median income of a city enacting the tax
30 under this section is not available from the United States census
31 bureau, the housing and services provided pursuant to subsection (6)
32 of this section may only be provided to persons whose income is at or
33 below sixty percent of the median income of the county in which the
34 city is located.

35 (8) In determining the use of funds under subsection (6) of this
36 section, a county or city must consider the income of the individuals
37 and families to be served, the leveraging of the resources made
38 available under this section, and the housing needs within the
39 jurisdiction of the taxing authority.

1 (9) To carry out the purposes of this section including, but not
2 limited to, financing loans or grants to nonprofit organizations or
3 public housing authorities, the legislative authority of the county
4 or city imposing the tax has the authority to issue general
5 obligation or revenue bonds within the limitations now or hereafter
6 prescribed by the laws of this state, and may use, and is authorized
7 to pledge, the moneys collected under this section for repayment of
8 such bonds.

9 (10) A county or city may enter into an interlocal agreement with
10 one or more counties, cities, or public housing authorities in
11 accordance with chapter 39.34 RCW. The agreement may include, but is
12 not limited to, pooling the tax receipts received under this section,
13 pledging those taxes to bonds issued by one or more parties to the
14 agreement, and allocating the proceeds of the taxes levied or the
15 bonds issued in accordance with such interlocal agreement and this
16 section.

17 (11) Counties and cities imposing the tax under this section must
18 report annually to the department of commerce on the collection and
19 use of the revenue. The department of commerce must adopt rules
20 prescribing content of such reports. By December 1, 2019, and
21 annually thereafter, and in compliance with RCW 43.01.036, the
22 department of commerce must submit a report annually to the
23 appropriate legislative committees with regard to such uses.

24 (12) The tax imposed by a county or city under this section
25 expires twenty years after the date on which the tax is first
26 imposed.

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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: 2020 Consultant Contract: BHC Consultants, LLC

FOR AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Planning, Building & Public Works

ATTACHMENTS:

1. Amendment #1
2. 2019 Contract for Building Inspection and Plan Review Services between the City of Des Moines and BHC Consultants, LLC

DATE SUBMITTED: October 31, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *DSB*

- ☒ Legal *56*
☒ Finance *BAW*
☐ Courts _____
☐ Police _____

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

Purpose and Recommendation

The purpose of this agenda item is to request Council's approval of a Contract Amendment (refer to Attachment 1) to the existing contract with BHC Consultants, LLC for building inspection and plan review services for the year 2020. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to approve Amendment 1 to the Contract with BHC Consultants, to provide professional inspection and plan review services for the year 2020 up to a total of \$40,000, and authorize the City Manager to sign the Contract substantially in the form submitted."

Background

Due to the current and projected economy and workload, and the requirement for timely building inspection and plan review services, the City has been contracting with BHC Consultants, LLC over the last few years to assist in meeting the inspection work load for the Building Division.

Discussion

The City has used BHC Consultants, LLC for inspection services since 2014. This proposed contract will continue the City's relationship with BHC Consultants as needed through 2020.

Alternatives

None offered.

Financial Impact

The financial impact is the total contract amount (\$40,000). There are sufficient funds authorized in the 2020 Budget to cover this expenditure.

Recommendation

Staff recommends the Council approve the Contract as submitted.

AMENDMENT #1 TO THE BHC CONTRACT FOR BUILDING AND PLANS EXAMINATION SERVICES

This is an addendum/amendment to the Contract for Building and Plans Examination Services executed between the CITY OF DES MOINES, hereinafter referred to as the "City, and BHC Consultants, LLC, in January of 2019.

1. Section II of said Contract is amended as follows:

II. Time for Completion.

The term of this contract is extended through December 31, 2020. References to the time of completion in the Scope Work shall also be amended to reflect December 31, 2020.

2. Section III of said Contract is amended as follows:

III. Compensation

The City shall pay the Consultant, based on time and materials, an amount not to exceed \$40,000 for the services performed under this Contract in the year 2020.

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

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this _____ day of _____, 2020.

CITY OF DES MOINES

BHC CONSULTANTS, LLC

By _____
Michael Matthias, City Manager

By _____

Dated _____

Dated _____

APPROVED AS TO FORM:

Tim George, City Attorney

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CONSULTANT SERVICES CONTRACT between the City of Des Moines and BHC Consultants, LLC

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and BHC Consultants, organized under the laws of the State of Washington, located and doing business at 1601 Fifth Avenue Suite 500, Seattle WA 98101 (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

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

The scope of services to be performed, and the schedule and compensation for performing those services, shall be as described in Exhibit "A" and Exhibit "B", attached, and hereby incorporated into this Contract.

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

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2019.

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed \$50,000 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in "B" for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

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

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

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

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

CONSULTANT SERVICES CONTRACT 2
(Various)

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

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

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

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

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

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

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

CONSULTANT SERVICES CONTRACT 3
(Various)

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 24th Ave S & S 208th St Intersection
Improvements Project: Interlocal
Agreement with City of SeaTac

ATTACHMENTS:

1. Interlocal Agreement
2. CIP Project Budget Worksheet

AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: November 7, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DJS

- ☒ Legal TG
- ☒ Finance Baw
- ☐ Courts N/A
- ☐ Police N/A

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

Purpose and Recommendation:

The purpose of this agenda item is for City Council to enter into an Interlocal Agreement with the City of SeaTac for the design and construction of the 24th Ave S & S 208th St Intersection Improvements Project (Attachment 1). The following motions will appear on the Consent Calendar:

Suggested Motion

Motion 1: "I move to approve the Interlocal Agreement with the City of SeaTac for the 24th Ave S & S 208th St Intersection Improvements Project, and further authorize the City Manager to sign said Interlocal Agreement substantially in the form as Submitted."

Background

The City of Des Moines is pursuing improvements to the un-signalized intersection at 24th Ave S & S 208th St (Project) as the lead agency. While the City of Des Moines maintains operational jurisdiction for this intersection, the City of SeaTac retains Right-of-Way control for the North and East approaches.

The Project proposes to construct a full signalized intersection with a mast arm system. Curb ramps and pedestrian signals will be installed to meet current ADA and APS standards.

As identified in the City of Des Moines Comprehensive Transportation Plan (CTP) and Transportation Improvement Plan (TIP), this project tries to meet the mobility, operational, and safety goals of the City while mitigating the demands of increased traffic growth within the Des Moines Creek Business Park and adjacent SeaTac business park.

Discussion

The project is being funded in partnership with the City of SeaTac because of SeaTac's jurisdiction of the North and East intersection approaches. All improvements will ultimately benefit the residents of both agencies by providing multimodal connectivity to the transportation network.

City of Des Moines staff have been working closely with the City of SeaTac in the preparation of construction bid documents and administrative responsibilities of each agency during construction. KPG Inc., Des Moines' consultant, has prepared project documents to the 30% level including the Engineer's opinion of probable construction cost. This information was used to verify SeaTac's contribution to the project. Negotiated total payments are used for reimbursement to Des Moines for the project elements. Within the Interlocal Agreement (Attachment 1), payment by the City of SeaTac to the City of Des Moines includes the following:

Preliminary Engineering (PE)	\$30,000.00
Construction (CN)	\$250,000.00
Construction Administration (CA)	<u>\$20,000.00</u>
TOTAL	\$300,000.00 Total Payment

Alternatives

The City Council could elect to not act on the motion, thereby deferring the intersection improvement project to a later time. This is not advisable given the strategic partnership with the City of SeaTac.

Financial Impact

The City's CIP Budget Worksheet includes revenues to achieve full project funding per the Interlocal Agreement (Attachment 2).

Recommendation

Staff recommends adoption of the motion.

**INTERLOCAL AGREEMENT
CITY OF DES MOINES AND
CITY OF SEATAC**

24th Ave S & S 208th St Intersection Improvements Project

RECITALS

This Agreement is entered into by the City of SeaTac (SEATAC) and the City of Des Moines (DES MOINES), collectively referred to as "Parties" and individually referred to as "Party."

WHEREAS, DES MOINES is planning to construct the 24th Ave S & S 208th St Intersection Improvements Project (PROJECT) that will construct a signalized intersection. The west and south legs of the intersection are located in DES MOINES, while the north and south legs of the intersection are located in SEATAC. No existing roadway elements are expected to be altered with the installation of the signal system except for possible roadway re-channelization and ADA curb ramps. The City of DES MOINES and City of SEATAC has installed the majority of underground facilities to accommodate the signal system as part of the previous Transportation Gateway Project - 24th Ave S and Connecting 28th/24th Ave S Project, respectively; 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, the PROJECT is currently under design by DES MOINES through a professional engineering services contract; and

WHEREAS, the PROJECT will not require right of way (ROW) acquisition within SEATAC and DES MOINES jurisdiction; and

WHEREAS, the PROJECT is programmed by DES MOINES for construction in 2020; and

WHEREAS, construction of the PROJECT benefits both Parties; and

WHEREAS, SEATAC is willing to provide payment to reimburse DES MOINES for the design, and construction costs of PROJECT elements within SEATAC's jurisdiction (WORK), subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions, and performances contained herein, the above recitals that are incorporated herein as if fully set forth below, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

- 1.1. This Agreement defines the roles and responsibilities between the Parties for construction of the PROJECT, including design, construction, and specifies reimbursement to DES MOINES by SEATAC for the costs of performing the WORK.

2. DES MOINES RESPONSIBILITIES

- 2.1. DES MOINES shall design the PROJECT to be consistent with existing roadway geometrics, Manual of Uniform Traffic Control Devices (MUTCD), and Washington State Department of Transportation (WSDOT) Standards.
- 2.2. DES MOINES shall submit to SEATAC, for SEATAC review and written approval of all PROJECT elements to be constructed within SEATAC right of way. Review submittals shall occur at 30%, 90%, and 100% (Bid Ready) for PROJECT design plans, specifications, and cost estimates.
- 2.3. DES MOINES shall construct the PROJECT in accordance with the approved plans and specifications, as provided in the 100% (Bid Ready) PROJECT design plans and specifications. Prior to constructing the PROJECT, DES MOINES shall:
 - 2.3.1. Provide SEATAC a construction schedule that shall be updated as the construction proceeds; and
 - 2.3.2. Give SEATAC written notice fourteen (14) days prior to the start of PROJECT construction; and
 - 2.3.3. Coordinate with SEATAC on the correction of items identified during construction as not conforming to the final approved PROJECT plans and specifications. DES MOINES shall make the final decision regarding such corrections; and
 - 2.3.4. DES MOINES will notify SEATAC of all change orders for WORK being constructed within the SEATAC ROW. SEATAC may provide DES MOINES with comments related to such change orders, but DES MOINES will proceed with such changes in its sole discretion.
- 2.4. Within five (5) business days after bid opening, DES MOINES shall provide the bid tabulation to SEATAC for review prior to contract award.
- 2.5. Within one hundred and eighty (180) days following DES MOINES' final acceptance of the PROJECT, DES MOINES shall submit to SEATAC an electronic copy and a complete set of reproducible as-built plans signed and stamped by the engineer of record.
- 2.6. Subsequent final acceptance, DES MOINES shall be responsible for all operation, energy costs, maintenance repair, removal, and/or replacement of all PROJECT elements within DES MOINES ROW including the signal system.

3. SEATAC RESPONSIBILITIES

- 3.1. SEATAC shall review and approve the 30%, 90% and 100% (Bid Ready) plans and specifications, and return written review comments to DES MOINES within ten (10) business days of receipt.
- 3.2. SEATAC, at its discretion and sole cost, may furnish an inspector during construction of the WORK.
 - 3.2.1. SEATAC Designated Representative specified in Section 5 will provide DES MOINES with the contact information for its inspector. All contact between said inspector and DES MOINES' contractor shall be through DES MOINES' Designated Representative as specified in Section 5.
 - 3.2.2. During construction of the PROJECT, SEATAC shall have the right to inspect the WORK and shall coordinate with DES MOINES on the correction of items identified during construction as not conforming to the final approved PROJECT plans and specifications.
- 3.3. Subsequent final acceptance, SEATAC shall be responsible for all operation, maintenance, repair, removal, and/or replacement of all PROJECT elements within SEATAC ROW except for the signal system as specified in Section 2.6.

4. FINAL INSPECTION AND ACCEPTANCE OF THE PROJECT

- 4.1. Final Inspection – DES MOINES shall administer Final Inspection of the PROJECT. SEATAC shall be invited to participate in the Substantial Completion Inspection activities, including any formal PROJECT tours and any formal meetings or discussions. SEATAC will submit to DES MOINES a complete list of concerns or deficiencies within ten (10) days of the date of the Substantial Completion Inspection for inclusion in the formal punch list. DES MOINES shall provide notice of the time and date of the Final Inspection to SEATAC a minimum of fourteen (15) days prior to the Final Inspection.
- 4.2. SEATAC Final Acceptance of WORK - After Final Inspection and SEATAC's determination of adequate completion of any and all punch list work, SEATAC will issue a letter of final acceptance to DES MOINES for the WORK. If SEATAC determines that any elements of punch list work have not been adequately completed, SEATAC shall provide written notice to DES MOINES, detailing the deficiencies or incomplete WORK within fifteen (15) calendar days after Final Inspection. Failure of SEATAC to issue a notice letter of final acceptance within fifteen (15) days after Final Inspection shall constitute acceptance of the WORK by SEATAC. Final Acceptance of the WORK by SEATAC shall not be unreasonably withheld.

5. DESIGNATED REPRESENTATIVES

5.1. All contact between the Parties, including, but not limited to, invoicing and administration for this Agreement and the WORK will be between the Designated Representatives of each Party, as follows:

5.1.1. For SEATAC:

City of SeaTac
 ATTN: Florendo Cabudol, City Engineer
 Public Works Department
 4800 South 188th Street
 SeaTac, WA 98188
 (206) 973-4740
fcabudol@seatacwa.gov

5.1.2. For DES MOINES:

City of Des Moines
 ATTN: Transportation & Engineering Services Manager
 Andrew Merges, P.E.
 21650 11th Avenue South
 Des Moines, WA 98198-6317
 206-870-6525
amerges@desmoineswa.gov

6. PAYMENT

6.1. SEATAC will provide DES MOINES reimbursement as follows:

6.1.1. TOTAL PAYMENT - a total payment of Three Hundred Thousand Dollars \$300,000.00 ("TOTAL PAYMENT") will be made by SEATAC to DES MOINES for the design and construction of the PROJECT.

6.1.1.1. The Parties agree that the \$300,000.00 TOTAL PAYMENT is calculated based on each phase outlined below:

- Preliminary Engineering (PE) – \$30,000.00
- Construction (CN) - \$250,000.00
- Construction Administration (CA) - \$20,000.00

6.1.1.2. SEATAC will make the TOTAL PAYMENT to DES MOINES in installments as set forth below:

- Within 30 days of mutual execution of this Agreement - \$30,000.00 (PE).

- Within 30 days of DES MOINES issuing its contractor a notice to proceed for construction of the WORK - \$270,000 (CN & CA).

7. CLAIMS FOR ADDITIONAL PAYMENT BY CONTRACTOR

7.1. In the event DES MOINES' contractor files any claims for additional payment associated with the WORK, SEATAC shall not be obligated to pay such claims or their cost of defense due to DES MOINES being compensated for solely administering the Construction Contract.

8. RIGHT OF ENTRY

8.1. DES MOINES hereby grants to SEATAC, its employees, authorized agents, contractors, and subcontractors, a right of entry upon all DES MOINES-owned property necessary for SEATAC's design review and construction inspection of the WORK.

8.2. SEATAC hereby grants to DES MOINES and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all public right-of-way in which DES MOINES has an interest for the purpose of performing the WORK.

8.2.1. WORK activities utilizing SEATAC right-of-way shall be reviewed and approved through Right-of-Way permit application. In consideration of the PROJECT mutual benefits, all permit fees shall be waived.

9. TERM

9.1. This Agreement is effective upon mutual execution of the Parties and will terminate upon SEATAC's acceptance of the WORK or the expiration of any contractor warranties of the WORK, whichever is later. This Agreement may also be terminated sooner pursuant to Section 10, TERMINATION.

10. TERMINATION

Neither DES MOINES nor SEATAC may terminate this Agreement without the written concurrence of the other Party.

10.1.1. If this Agreement is terminated by SEATAC prior to the fulfillment of the terms stated herein, SEATAC agrees to reimburse DES MOINES for the actual direct and related indirect expenses and costs it has incurred for the WORK up to the date of termination, as well as the costs of non-cancelable obligations.

10.1.1.1. If payment has been made as outlined in Section 6 above by SEATAC prior to agreement termination, DES MOINES will reimburse SEATAC the Lump Sum Payment minus actual direct and indirect expenses, subject to Section 10.1.1.

10.1.2. If this Agreement is terminated by DES MOINES prior to the fulfillment of the terms stated herein, DES MOINES will be responsible for the actual direct and related indirect expenses and costs it has incurred for the WORK up to the date of termination, as well as the costs of non-cancelable obligations.

10.1.3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

11. AMENDMENT

11.1. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

12. INDEPENDENT CONTRACTOR

12.1. DES MOINES shall be deemed an independent contractor for all purposes and the employees of DES MOINES or any of its contractors or subcontractors, shall not in any manner be deemed to be employees of SEATAC.

13. INDEMNIFICATION AND INSURANCE

13.1. To the extent authorized by law, the Parties shall protect, defend, indemnify, and hold harmless each other and their employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the work to be performed or performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) SEATAC, its employees, authorized agents, contractors and/or subcontractors and (b) DES MOINES, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, its employees, contractors, subcontractors and/or authorized agents own negligence.

13.2. DES MOINES shall require all contractors and subcontractors that construct the PROJECT to carry insurance that names the City of SeaTac and its officers and employees primary non-contributory additional insureds, with minimum policy limits in the following amounts:

Commercial General Liability--\$3.0 million.

Automobile Liability--\$2.0 million per occurrence.

Worker's Compensation--Employees of Contractors and Subcontractors are to be insured under Washington State Industrial Insurance.

The above policy limits may be obtained through the use of excess liability (umbrella) insurance. DES MOINES shall obtain a certificate of insurance that complies with the requirements above, which must be approved by the SEATAC Risk Management or Legal Department.

13.3. This Section 13 shall survive termination of this Agreement.

14. DISPUTES

14.1. In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Parties shall each appoint a member to a disputes board; these two members shall select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

15. VENUE

15.1. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in King County Superior Court, Maleng Regional Justice Center. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

16. RECORDS RETENTION AND AUDIT

16.1. During the progress of the WORK and for a period not less than six (6) years from the date of final payment by SEATAC, the records and accounts pertaining to the WORK and accounting therefore are to be kept available by the Parties for inspection and audit by Washington State and/or the Federal Highway Administration and copies of all records, accounts, documents, or other data pertaining to the WORK will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period. This Section 16 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below:

CITY OF SEATAC

CITY OF DES MOINES

By (print):

By (print):

Signature:
City Manager

Signature:
City Manager

Date:

Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

Date:

Date:

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**CITY OF DES MOINES
2020-2025 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

24th Ave/S, 208th St Intersection Improvements	Project #	319.302
CIP Category: Transportation		
Managing Department: Plan, Build & PW Admin		
Summary Project Description: Install traffic signal and crosswalk at the intersection of 24th Avenue South & South 208th Street.		

Justification/Benefits: Signal improvements at the intersection of 24th Avenue South & South 208th Street will change traffic orientations for vehicles and pedestrians. Given the level of the 24th/208th crossing, Des Moines Creek Business Park, and Seatac's Business Park, This project will be in partnership with Seatac.

PROJECT SCOPE			
Expenditures	Current Budget	Requested Change	Total Budget
Design	60	-	60
Land & Right of Way	-	-	-
Construction	450	170	620
Contingency	30	-	30
Total Expenditures	540	170	710

Funding Sources	Current Budget	Requested Change	Total Budget
Traffic in-Lieu	200	(200)	-
Traffic Impact Fees - City Wide	210	-	210
Private Contributions-Sea Tac/Development	130	370	500
Total Funding	540	170	710

OPERATING IMPACT		6 Year Total
Operating Impact	-	-
Revenue	-	-
Expenses	-	-
Net Impact	-	-

Project to Date 12/31/18	ANNUAL ALLOCATION									
	Scheduled Year	2019	Plan Year	2020	Plan Year	2021	Plan Year	2022	Plan Year	2023
-	60	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	620	-	-	-	-	-	-
-	-	-	-	30	-	-	-	-	-	-
-	60	-	-	650	-	-	-	-	-	-

Project to Date 12/31/18	Scheduled Year	2019	Plan Year	2020	Plan Year	2021	Plan Year	2022	Plan Year	2023
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
200	10	200	-	-	-	-	-	-	-	-
200	-	300	-	-	-	-	-	-	-	-
200	10	500	-	-	-	-	-	-	-	-

ANNUAL OPERATING IMPACT									
12/31/18	2019	2020	2021	2022	2023	2024	2025	2026	2027
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-

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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: 2020 Vehicle and Equipment Purchase

FOR AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

DATE SUBMITTED: November 6, 2019

1. Anticipated 2020 Vehicle Purchases:

CLEARANCES:

PO for Ford Explorer AWD SUV
PBPW 11/18/2019 #062
PO for Ford Explorer Equip Package
PBPW 11/18/2019 #063
PO for Ford Escape 4WD/SUV
PBPW 11/18/2019 #064
PO for Ford Transit Van
PBPW 11/18/2019 #065
PO for Ford F-450 Dump Truck
PBPW 11/18/2019 #066
PO for Ford F-450 Dump Truck Equip Pkg.
PBPW 11/18/2019 #067
PO for Diamond Boom Mower
PBPW 11/18/2019#068
PO for Boss Sander
PBPW 11/18/2019 #069

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

CHIEF OPERATIONS OFFICER: DSB

☒ Legal T6
☒ Finance BLW
☐ Courts N/A
☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to seek City Council authorization to purchase (one) 1 Police Department Ford Explorer AWD/SUV Vehicle and the accompanying light and electronics set up of said vehicle; purchase (one) 1 Building Department Ford Escape AWD/SUV; purchase (one) 1 Recreation and Senior Services 7 passenger Ford Transit Van; purchase (one) 1 Public Works Ford F-450 w/ dump bed, one 3 yard Boss sander, one 23' Diamond boom mower. The purchase orders for these purchases are included as Attachment 1. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to approve the purchase of vehicles and equipment identified in Attachment 1 for a total estimated amount of \$257,000 and to authorize the City Manager or the City Manager's designee to sign the purchase orders substantially in the form as attached."

Background

The anticipated 2020 Budget includes the replacement of the following vehicles and equipment: one (1) new Police Department fleet vehicle; one (1) Building Department fleet vehicle; one (1) Recreation and Senior Services fleet vehicle; one (1) Public Works fleet vehicle; one (1) Public Works Diamond Boom Mower; and one (1) Public Works Boss Sander.

Given that the combined estimated total of these purchases is over the City Manager's authorized signing authority of \$50,000.00, Council approval is necessary for these purchases.

Discussion

Police Department

The anticipated 2020 Budget includes one (1) new Police Department fleet vehicle. The new vehicle is a 2020 Ford Explorer AWD/SUV vehicle that will be set up with lights and electronics and will be a solid un-marked black in color. The total price for this vehicle including tax, equipment and set-up fees is approximately \$47,000.

Building Department

The anticipated 2020 Budget includes one (1) new Building Department fleet vehicle. The new vehicle is a 2020 Ford Escape 4WD SUV. The total price for this vehicle including tax is approximately \$29,000.

Recreation and Senior Services

The anticipated 2020 Budget includes one (1) new Recreation Department fleet vehicle. The new vehicle is a 2020 Ford Transit Connect 7 passenger Van. The total for this vehicle including tax is approximately \$31,000.

Public Works Department

The anticipated 2020 Budget includes one (1) new Public Works fleet vehicle and two (2) Public Works equipment items. The new vehicle is a 2020 Ford F-450 Flatbed Truck w/ dump, one (1) 23' Diamond boom Mower and one (1) 2020 Boss 3 yard Sander. The total price for these 3 vehicles/equipment including tax and additional equipment is approximately \$150,000.

2020 Vehicle Purchase List

Description	Cost	Department	Replaces
Ford Explorer - Chief/Detective	\$47,000	Police	540
Ford Escape – 4WD/SUV	\$29,000	Building	CD-14
Ford Transit 7 Passenger Van	\$31,000	Rec/Senior	R-245
Ford F-450 Truck w/Dump	\$64,000	Public Works	P-225
Diamond 23' Boom mower	\$76,000	Public Works	P-230
3 yard Boss Sander	\$10,000	Public Works	F-105
Total including sales tax	\$257,000		

Alternatives

Council could decide to revisit the fleet replacements in the anticipated 2020 Budget.

Financial Impact

The costs for the replacements are estimated to total \$257,000 which can be covered by the current Vehicle Replacement Fund (Fund 501).

Recommendation

Staff recommends adoption of the motion.

Concurrence:

The Finance, Legal, Community Development and Public Works Departments concur.

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CITY OF DES MOINES

Finance Division

21630 11TH Avenue South

Des Moines WA 98198-6317

Phone 206.870.6511 Fax 206.870.6540

**PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/18/2019 #062**TO: COLUMBIA FORD**

ATTN: Marie Tellinghusen

700 7th Avenue

Longview, WA 98632

PHONE: (360)423-4321 EXT:187

EMAIL: orders@colford.com**SHIP TO:**

Don Leadbetter, Equipment Shop

City of Des Moines WA

21650 11th Avenue South

Des Moines WA 98198-6317

206.870.6521 FAX 206.870.6596

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/18/19	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		2020 Ford Explorer (Order Code # 2020-0313-001) ** See attached Vehicle Quote # 2019-11-38 for Breakdown of vehicle equipment	\$ 29,150.00	\$ 29,150.00 \$ 7,932.00

Authority:

SUBTOTAL

\$ 37,082.00

% SALES TAX

\$ 3,114.89

SHIPPING & HANDLING

OTHER

TOTAL

\$ 40,196.89

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:

CHARGE TO DM CITY CODE: 501.570.573.594.21.64.00

Ordered by:

Date

Authorized by:

Date

Don Leadbetter

From: NOREPLY@des.wa.gov
Sent: Monday, November 4, 2019 9:33 AM
To: Don Leadbetter
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2019-11-38 - DES MOINES CITY OF - 21709

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

Vehicle Quote Number: 2019-11-38 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
 700 7th Avenue
 Longview WA 98632

Dealer Contact: Marie Tellinghiusen
 Dealer Phone: (360) 423-4321 Ext: 187
 Dealer Email: orders@colford.com

Organization Information

Organization: DES MOINES CITY OF - 21709

Email: dleadbetter@desmoineswa.gov

Quote Notes:

Vehicle Location: DES MOINES

Color Options & Qty

Agate Black (UM) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0313-001	2020 Ford Explorer	1	\$29,150.00	\$29,150.00
2020-0313-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2020-0313-003	INFORMATION ONLY: Please review the Vehicle Standard Specifications for new 2020MY equipment. Below, all factory options are grouped together with Base, XLT or Hybrid Limited Trim Levels. You cannot mix-n-match between trim levels. The 2.3L EcoBoost Engine is standard w/ Base or XLT Trim Levels. The alternative 3.3L Ti-VCT Gasoline Engine is only available with 4WD Base Trim Level. The Hybrid Limited Trim Level includes the 3.3L Hybrid Engine and Hybrid Components. The Intelligent 4WD System option is available with all trim levels.	1	\$0.00	\$0.00
2020-0313-011	Base Trim Only - Four Wheel Drive Model (includes Intelligent 4WD System, Terrain Management System and Hill Descent Control) (K8B)	1	\$1,885.00	\$1,885.00
2020-0313-012	Base Trim Only - Alternative Engine, 3.3L Ti-VCT Engine (Includes 10-Speed Automatic Transmission w/ SelectShift Capability) (Must also order 4WD Model #K8B) (Not available with XLT or HEV Limited Trim Levels) (No-Charge or Credit) (99B/44T)	1	\$0.00	\$0.00

2020-0313-020	XLT Trim Upgrade #200A (Rear Wheel Drive) (6-Passenger) [Includes black roof rack side rails, P255/65R18 All-Season BSW Tires, 18in 5-spoke sparkle silver painted aluminum wheels, 10-way power driver seat with power lumbar, 4-way power front passenger seat with manual recline, second row buckets with armrests and center floor console, rear bumper step pad, 6.5in color LCD productivity screen, locking glovebox with lights, upgraded side view mirrors (include power and heated glass, manual-folding, LED turn signal indicators, security approach lamps), dual second row smart-charging USB ports (replaces a 12V power point on back side of the front console), SecuriCode Keyless Entry Keypad, Intelligent Access with Push Button Start with 4 Fobs Total] (K7D/200A)	1	\$3,399.00	\$3,399.00
2020-0313-022	XLT Only - 4WD Four-Wheel Drive Model (Includes Intelligent 4WD System, Terrain Management System and Hill Descent Control) (Must also order XLT Trim Upgrade #200A) (K8D)	1	\$1,864.00	\$1,864.00
2020-0313-024	XLT Only - Ford Co-Pilot360 Assist Package [Includes Intelligent Adaptive Cruise Control w/ stop-and-go, lane centering and speed sign recognition; Evasive Steering Assist; Voice-Activated Touchscreen Navigation System with Pinch-to-Zoom Capability, SiriusXM Traffic and Travel Link (includes a five-year prepaid subscription) (Must also order XLT Trim Upgrade #200A, PLUS XLT Trim Upgrade #202A, PLUS 20in Polished Aluminum Wheels #649) (65S)	1	\$784.00	\$784.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$37,082.00
8.4 % Sales Tax:	\$3,114.89
Quote Total:	\$40,196.89

CITY OF DES MOINES**Finance Division****21630 11TH Avenue South****Des Moines WA 98198-6317****Phone 206.870.6511 Fax 206.870.6540****PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/18/2019 #063**TO: SYSTEMS FOR PUBLIC SAFETY INC.**

8909 South Tacoma Way

Lakewood, WA 98499

PHONE: (206)878-3301

FAX (253)983-1101

SHIP TO:**Don Leadbetter, Equipment Shop****City of Des Moines WA****21650 11th Avenue South****Des Moines WA 98198-6317****206.870.6521 FAX 206.870.6596**

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/18/19	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		Police Vehicle Parts Equipment Package	\$ 2,064.14	\$ 2,064.14
		Install Labor (30 hours)	\$ 2,700.00	\$ 2,700.00

Authority:

SUBTOTAL

\$ 4,764.14

% SALES TAX

\$ 471.65

SHIPPING & HANDLING

OTHER

TOTAL

\$ 5,235.79

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:

CHARGE TO DM CITY CODE: 501.570.573.594.21.64.00

Ordered by:

Date

Authorized by:

Date

²⁶⁵
Systems for Public Safety Inc.
 8909 South Tacoma Way
 Lakewood, WA. 98499
 Phone: 253-983-1103 Fax: 253-983-1101
 Safety is Our Business

SAO
ESTIMATE #
038944

Estimate for Services

Estimate Date : 8/2/2019

City of Des Moines
 21900 11 Ave. S
 Des Moines, WA 98198
 Office: 206-878-3301 Fax: 206-870-7626

2020 Ford - Expoloeer -
 Lic # : - WA

Odom. In: 0

VIN # :

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
Alpha Remote Siren Amp ALPHASL	1.00	227.70	227.70	Install UC Lighting Package.30	30.00	2,700.00
Switch for Alpha Siren ALPHA3	1.00	31.50	31.50	Installed grill lights and visor light with custom brackets. Installed IONs in rear quarter windows and hatch. INstalled fuse block an siren control er under the passenger seat and switched on the headliner.		
TIMER WITH 6 FUSE OUTPUT HEAVY DUTY FOR 90 AMP MZL90SC	1.00	202.25	202.25	Recycle Customer Supply Power Supply		
Sound Off Signal DUO LED Red/Blue EMPS2STS4J	6.00	136.80	820.80			
Soundoff Signal Shroud (Single Lighthead) PMP2WSSSB	4.00	14.17	56.68			
Soundoff Signal Shroud (Dual Light Head) PMP2WSDDDB	1.00	20.83	20.83			
Code 3 Siren Speaker W/Universal Bracket C3900U	1.00	183.34	183.34			
Surface Mount Micron LED (Blue) MCRNSB	1.00	93.87	93.87			
Surface Mount Micron LED (Red) MCRNSR	1.00	93.87	93.87			
Switch Rocker, lighted LED - RED 7700100	3.00	4.96	14.88			
Micro-Thin Strobe Light 20.1850	1.00	151.99	151.99			
STI-CO Stinger Covert Internal Peel & Stick Antenn CCAS-SB-7-800	1.00	124.29	124.29			
MAXI FUSE HOLDER, BLACK LEADS W/ COVER 46049	1.00	12.50	12.50			
MAXI FUSE 60 AMP MAX60	1.00	4.64	4.64			
Shop Supplies			25.00			

Parts/Supplies: 2,064.14

Labor: 2,700.00

HazMat/Fees: 0.00

Tax: 471.65

Total : \$ 5,235.79

Visit Us Online: www.systemsforpublicsafety.com

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Estimates are good for 45 days after date printed on estimate

Signature _____ Date _____ Time _____

CITY OF DES MOINES

Finance Division

21630 11TH Avenue South

Des Moines WA 98198-6317

Phone 206.870.6511 Fax 206.870.6540

**PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/18/2019 #064**TO: COLUMBIA FORD**

ATTN: Marie Tellinghiusen

700 7th Avenue

Longview, WA 98632

PHONE: (360)423-4321 EXT:187

EMAIL: orders@colford.com**SHIP TO:**

Don Leadbetter, Equipment Shop

City of Des Moines WA

21650 11th Avenue South

Des Moines WA 98198-6317

206.870.6521 FAX 206.870.6596

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/18/2019	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		2020 Ford Escape (Order Code 2020-0311-001)	\$25,332.00	\$ 21,612.00
		** See attached Vehicle Quote #2019-11-39 for Breakdown of vehicle equipment		\$ 3,720.00

Authority:

SUBTOTAL

\$ 25,332.00

% SALES TAX

\$ 2,127.89

SHIPPING & HANDLING

OTHER

TOTAL

\$ 27,459.89

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:

CHARGE TO DM CITY CODE: 501.570.573.594.58.64.00

Ordered by:

Date

Authorized by:

Date

Don Leadbetter

From: NOREPLY@des.wa.gov
Sent: Monday, November 4, 2019 9:35 AM
To: Don Leadbetter
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2019-11-39 - DES MOINES CITY OF - 21709

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

Vehicle Quote Number: 2019-11-39

[Create Purchase Request](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
 700 7th Avenue
 Longview WA 98632

Dealer Contact: Marie Tellinghuisen
 Dealer Phone: (360) 423-4321 Ext: 187
 Dealer Email: orders@colford.com

Organization Information

Organization: DES MOINES CITY OF - 21709

Email: dleadbetter@desmoineswa.gov

Quote Notes:

Vehicle Location: DES MOINES

Color Options & Qty

Oxford White (YZ)(N/A w/Titanium) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0311-001	2020 Ford Escape	1	\$21,612.00	\$21,612.00
2020-0311-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is made within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2020-0311-003	INFORMATION ONLY: All factory options are grouped together with S, SE, SEL or Titanium Trim Levels. Hybrid (HEV) options are only available with SE and Titanium Trim Levels. New for 2020MY: the base S trim level is now available w/ either FWD or AWD models, both w/ 1.5L EcoBoost as standard engine; the 2.0L EcoBoost includes Class II Trailer Tow and is only available with SEL Trim Level. The Plug-In Hybrid (PHEV) model should be available for ordering 3rd Quarter 2019CY. Fuel Economy Ratings and Horsepower/Torque Ratings will be added when available.	1	\$0.00	\$0.00
2020-0311-030	SE Trim Upgrade #200A (GAS) - (1.5 Liter EcoBoost w/ Auto Start-Stop Technology) [Includes all base vehicle S equipment, PLUS: halogen projector headlamps, manual-folding power/heated glass sideview mirrors, privacy glass, heated front row seats, 10-way power drivers seat with power lumbar and power recline, rear center armrest, SYNC3 (enhanced voice recognition communications, 8in LCD capacitive touchscreen in center stack with swipe capability, Applink, 911 Assist, Apple CarPlay and Android Auto compatibility, two (2) Smart-Charging USB ports), SiriusXM Radio, Intelligent Access with Push-Button Start (4 Fobs), Dual-Zone Electronic Automatic Temperature Control with rear air duct, 17in Shadow Silver-painted aluminum wheels, keyless entry keypad] SELECT THIS OPTION FOR DESCRIPTION, PLUS #200A FWD OR AWD PRICING BELOW	1	\$0.00	\$0.00

2020-0311-032 SE Trim Upgrade #200A (GAS), All-Wheel Drive (AWD) (2019MY: 23/30 MPG) (U9G/200A/996/447/TT4H)	1	\$3,600.00	\$3,600.00
2020-0311-211 Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$120.00	\$120.00

Quote Totals

Total Vehicles: 1
Sub Total: \$25,332.00
8.4 % Sales Tax: \$2,127.89
Quote Total: \$27,459.89

CITY OF DES MOINES

Finance Division

21630 11TH Avenue South

Des Moines WA 98198-6317

Phone 206.870.6511 Fax 206.870.6540

**PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/18/2019 #065**TO: COLUMBIA FORD**

ATTN: Marie Tellinghusen

700 7th Avenue

Longview, WA 98632

PHONE: (360)423-4321 EXT:187

EMAIL: orders@colford.com

SHIP TO:

Don Leadbetter, Equipment Shop

City of Des Moines WA

21650 11th Avenue South

Des Moines WA 98198-6317

206.870.6521 FAX 206.870.6596

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/18/19	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		2020 Ford Transit Connect Passenger Van (Order Code 2020-0426-001)	\$ 24,855.00	\$ 24,855.00
		** See attached Vehicle Quote #2019-11-41 for Breakdown of vehicle equipment		\$ 2,505.00

Authority:

SUBTOTAL \$ 27,360.00

% SALES TAX \$ 2,298.24

SHIPPING & HANDLING

OTHER

TOTAL \$ 29,658.24

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:

CHARGE TO DM CITY CODE: xxx.xxx.xxx.xxx.xx.xx

Ordered by:

Date

Authorized by:

Date

Don Leadbetter

From: NOREPLY@des.wa.gov
Sent: Monday, November 4, 2019 9:49 AM
To: Don Leadbetter
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2019-11-41 - DES MOINES CITY OF - 21709

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

Vehicle Quote Number: 2019-11-41

[Create Purchase Request](#)

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This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
 700 7th Avenue
 Longview WA 98632

Dealer Contact: Marie Tellinghiusen
 Dealer Phone: (360) 423-4321 Ext: 187
 Dealer Email: orders@colford.com

Organization Information

Organization: DES MOINES CITY OF - 21709
 Email: dleadbetter@desmoineswa.gov

Quote Notes:
 Vehicle Location: DES MOINES

Color Options & Qty

Frozen White (Z2) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0426-001	2020 Ford Transit Connect Passenger Van	1	\$24,855.00	\$24,855.00
2020-0426-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is made within 20 days of vehicle delivery	1	\$0.00	\$0.00
2020-0426-003	INFORMATION ONLY: Transit Connects are produced in Spain, so order-to-delivery will be 150 days.	1	\$0.00	\$0.00
2020-0426-010	2020 Ford Transit Connect, 6-Passenger (2/2/2) Minivan, XL Trim Level, 121in Long Wheelbase (LWB) (190in OL), 2.0L GDI I-4 Gas Engine with Auto Stop/Start Technology, 8-Speed SelectShift Automatic Transmission, 24/29 MPG, (E9E/200A/992/448/121WB/87R/TTCB) -- THIS IS THE BASE VEHICLE. Please refer to Vehicle Standard Specification for complete description.	1	\$0.00	\$0.00
2020-0426-013	Alternative Engine, 2.5L iVCT I-4 Gas Engine, 20/26 MPG (includes 6-speed SelectShift Transmission, 60-amp 590CCA battery, and CNG/LPG Gaseous Fuel Engine Prep Package) (Deletes the 12V powerpoints and 110 power converter in front center console) (Not available with XLT Trim Upgrade) (997/446/98G)	1	\$300.00	\$300.00
2020-0426-015	XLT Trim Upgrade, Long Wheelbase (LWB), Rear Liftgate, 6-passenger (121WB, 190-inch OL) [Includes 2.0L GDI I-4 Gas Engine, Ford Co-Pilot360: (BLIS Blind Spot Information System with Cross-Traffic Alert, Lane-Keeping Aid with Lane Departure Warning, Driver Alert, Auto High Lamps, Pre-Collision Assist with	1	\$1,914.00	\$1,914.00

Pedestrian Detection w/ Forward Collision Warning and Automatic Emergency Braking, Rearview Camera), compass, body color bumpers; fog lamps; front/rear carpeted floor mats; 6-way power driver seat with manual lumbar, 4-way manual passenger seat with manual lumbar; dual-zone electronic auto temperature control, manual rear seat climate controls; audio upgrade: AM/FM, SYNC 3 with SiriusXM Satellite Radio, 6.5in LCD touch screen, two (2) smart-charging USB ports, 911 Assist, AppLink, Apple CarPlay and Android Auto compatibility, 6 speakers; wiper-activated auto headlamps; rain-sensing front wipers; auto-dimming rearview mirror; compass display; dual visors w/ vanity mirrors; wireless charging; power adjust heated exterior mirrors w/ manual fold; privacy glass] (NOTE: XLT Trim includes MyKey which is not compatible with programming extra keys/fobs. Vehicle will be delivered with 2 factory RKE Fobs only) (E9F/210A)

2020-0426-019	Second Row 3-Passenger 60/40 Bench Seat (Total of 7 Seats, 2/3/2) (If ordered with XL Long Wheelbase, will include Vinyl Flooring, Carpeted Flooring #47H may be ordered if desired) (Not available with 1.5L Diesel Engine #99F) (21M) (No-Charge or Credit)	1	\$0.00	\$0.00
2020-0426-209	Undercoating (DLR)	1	\$155.00	\$155.00
2020-0426-211	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$136.00	\$136.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$27,360.00
8.4 % Sales Tax:	\$2,298.24
Quote Total:	\$29,658.24

CITY OF DES MOINES

Finance Division

21630 11TH Avenue South

Des Moines WA 98198-6317

Phone 206.870.6511 Fax 206.870.6540

**PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/18/2019 #066**TO: COLUMBIA FORD**

ATTN: Marie Tellinghiusen

700 7th Ave.

Longview, WA 98632

PHONE: (360)423-4321 EXT 187

EMAIL: orders@colford.com**SHIP TO:**

Don Leadbetter, Equipment Shop

City of Des Moines WA

21650 11th Avenue South

Des Moines WA 98198-6317

206.870.6521 FAX 206.870.6596

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/18/19	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		2020 Ford F450 4WD Cab and Chassis ** See attached Vehicle Quote #2019-11-40 for Breakdown of vehicle equipment	\$ 35,998.00	\$ 35,998.00 \$ 18,257.00

Authority:

SUBTOTAL

\$ 54,255.00

% SALES TAX

\$ 4,557.42

SHIPPING & HANDLING

OTHER

TOTAL

\$ 58,812.42

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:

CHARGE TO DM CITY CODE: 501.570.573.594.42.64.00

Ordered by:

Date

Authorized by:

Date

Don Leadbetter

From: NOREPLY@des.wa.gov
Sent: Monday, November 4, 2019 9:45 AM
To: Don Leadbetter
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2019-11-40 - DES MOINES CITY OF - 21709

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

Vehicle Quote Number: 2019-11-40

[Create Purchase Request](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
 700 7th Avenue
 Longview WA 98632

Dealer Contact: Marie Tellinghiusen
 Dealer Phone: (360) 423-4321 Ext: 187
 Dealer Email: orders@colford.com

Organization Information

Organization: DES MOINES CITY OF - 21709
 Email: dleadbetter@desmoineswa.gov

Quote Notes:
 Vehicle Location: DES MOINES

Color Options & Qty

Oxford White (Z1) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0913-0001	2020 Ford F450 4WD Cab and Chassis	1	\$35,998.00	\$35,998.00
2020-0913-0002	INFORMATION ONLY: Columbia Ford offers a \$300 Prompt Payment Discount if payment is received within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2020-0913-0003	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS. (#1000-1999 Allied Body Works) (#2000-2999 PMI Truck Bodies) (#3000-3999 Northend Truck Equipment). Do not mix-n-match upfit options between upfitters. All upfits must be ordered from ONE (1) upfitter.	1	\$0.00	\$0.00
2020-0913-0010	2020 Ford F450 4WD Cab and Chassis, Regular Cab, 145WB, 60CA, DRW, 16,000# GVWR, 7.3L 2V DECVT NA PFI V8 Gas, 10-Speed Automatic w/ Selectable Drive Modes, 225/70R19.5G BSW A/P Tires (Set/6), 4.88 RAR (F4H/650A/145WB/99N/44G/TGJ/X48/68L) -- THIS IS THE BASE VEHICLE, please review Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2020-0913-0011	Alternative Wheelbase, Regular Cab, 169WB, 84CA (F4H/169WB)	1	\$163.00	\$163.00

2020-0913-0048	Snow Plow Prep Package (if ordered w/ 7.3L V8 Gas Engine, includes 397-MP Dual Alternators #67B and Dual Batteries #86M) (Not compatible w/ other front suspension packages #67H, 67X or 67P) (473)	1	\$549.00	\$549.00
2020-0913-0057	Cab Steps, Regular Cab (6in Angular Black Running Boards)(18B)	1	\$307.00	\$307.00
2020-0913-0064	Power Equipment Group (Regular/Extended Cabs) [Includes manual-folding, manually-telescoping trailer tow mirrors with power heated glass and integrated clearance lamps/turn signals, power windows, power door locks, remote keyless entry) (deletes passenger door lock cylinder) (Includes (4) RKE Fobs w/ Integrated Key) (90L/54K)	1	\$1,190.00	\$1,190.00
2020-0913-0206	Floor Mats, HD Rubber Molded, Front (Weather Tech)(DLR)	1	\$120.00	\$120.00
2020-0913-2100	Lighting - (1 pair) Whelen Model: L10HAP Beacon Light (includes mount) (With body order only) (PM2100)	1	\$621.00	\$621.00
2020-0913-2413	RUGBY 11-Foot 2/3 YD Dump Body with FOLD DOWN SIDES (Includes Dump and Hydraulics Installed) (FDS-11-3 2/3 YD Capacity) (84inCA DRW): Fold Down Sides, Rugby SR4016 Hoist, 10ga Construction, Cab Guard, Powder Coated Black, LED clearance lights, OEM tail lights, PMI Class V Dump Receiver, 7-Pin Flat plug, Installed (PM2413)	1	\$13,193.00	\$13,193.00
2020-0913-2417	Dump Body Option: (3ea) Coal chute, installed left / center / right in tailgate (Must also order Rugby dump body) (PM2417)	1	\$1,188.00	\$1,188.00
2020-0913-2431	Trailer Hitches - Class V Receiver (1800lb Tongue, 18000lb Tow) (Insert Not Included) (With Body Order Only) (PM2431)	1	\$838.00	\$838.00
2020-0913-2436	Trailer Hitches - Trailer Plug 7-Pin Flat (With Body Order Only) (PM2436)	1	\$88.00	\$88.00
2020-0913-4000	INFORMATION ONLY: #4000-4999 Upfits to be installed by Northend Truck Equipment, Marysville, WA. (4001-4199 Flatbeds and options) (4200-4229 Dumping Landscape Bodies) (4270-4299 Liftgates) (4300-4319 Liftmoore Cranes) (4340-4349 Contractor Bodies) (4350-4419 Dump Bodies and Options) (4420-4449 Palfinger Palift Hooklift with Options) (4450-4599 Snow and Ice Equipment) (4600-4649 Maintainer Service Body with Options) (4700-4799 UTEM Telescopic/Articulating Man Lifts) Northend Truck Equipment Upfit pricing is effective for orders received 01/01/2019 thru 11/15/2019.	1	\$0.00	\$0.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$54,255.00
8.4 % Sales Tax:	\$4,557.42
Quote Total:	\$58,812.42

CITY OF DES MOINES

Finance Division

21630 11TH Avenue South

Des Moines WA 98198-6317

Phone 206.870.6511 Fax 206.870.6540

**PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/18/2019 #067**TO: NELSON TRUCK EQUIPMENT CO., INC.**20063 84th Ave S

Kent, Wa 98032

ATTN: Matt Baum

PHONE: (206)300-1662

EMAIL: mbaum@nelsontruck.com**SHIP TO:**

Don Leadbetter, Equipment Shop

City of Des Moines WA

21650 11th Avenue South

Des Moines WA 98198-6317

206.870.6521 FAX 206.870.6596

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/18/19	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		Equipment Package for 2020 Ford F450 4WD ** See attached Equipment List		\$ 2,204.75

Authority:

SUBTOTAL

\$ 2,204.75

% SALES TAX

\$ 200.48

SHIPPING & HANDLING

OTHER

TOTAL

\$ 2,425.23

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:

CHARGE TO DM CITY CODE: 501.570.573.594.42.64.00

Ordered by:

Date

Authorized by:

Date

CITY OF DES MOINES

Finance Division

21630 11TH Avenue South

Des Moines WA 98198-6317

Phone 206.870.6511 Fax 206.870.6540

**PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/18/2019 #068**TO: BRIM TRACTOR CO**

155 Hamilton Rd N

Chehalis, WA 98532

ATTN: Larry Crooker

Phone (425)750-3618

EMAIL: larry.crooker@brimtractor.com**SHIP TO:****Don Leadbetter, Equipment Shop****City of Des Moines WA****21650 11th Avenue South****Des Moines WA 98198-6317****206.870.6521 FAX 206.870.6596**

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/18/2019	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	DBM-C-H	23' Rear Cradle Boom, HD Hydraulic Actuator, hydraulic cooling package, transport lock, Lexan safety glass & wheel weights	\$ 34,045.60	\$ 34,045.60
		** See attached Equipment Quote for Breakdown of equipment package		\$ 33,617.80

Authority:

SUBTOTAL \$ 67,663.40

% SALES TAX \$ 6,766.34

SHIPPING & HANDLING

OTHER

TOTAL \$ 74,429.74

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:

CHARGE TO DM CITY CODE: 501.570.573.594.42.64.00

Ordered by:

Date

Authorized by:

Date



EQUIPMENT QUOTE

Diamond Cradle Boom Mower



Lynden, Mt. Vernon, Sumner, Chehalis, Salem & Eugene

BRIM Tractor Company 155 Hamilton Road N. Chehalis, WA 98532 - (360)767-0600 -or- 1-800-530-2746

Acct # DEZM00

City of Des Moines Public Works

21650 11th Ave S.

Des Moines, WA 98198-6396

Contact: Don Leadbetter - 206-870-6522 - Direct # 206-870-6521 - Email: dleadbetter@desmoineswa.gov

Prepared by Larry Crooker - Cell #425-750-3618

August 6, 2019

MAKE	MODEL	DESCRIPTION	Serial Number	Factory List Prices	Municipal Discounts	Sale Amount
Stock # TBA						
Diamond	DBM-C-H	23' Rear Cradle Boom, HD Hydraulic Actuator, hydraulic cooling package transport lock, Lexan safety glass & wheels weights	TBA	\$ 42,557.00	\$ (8,511.40)	\$ 34,045.60
	DBF050-H	50" Heavy Duty Flail Mower Head		\$ 15,675.00	\$ (3,135.00)	\$ 12,540.00
	101	Four-Function Proportional Joystick Control		\$ 8,752.00	\$ (1,750.40)	\$ 7,001.60
	114	Front Axle Stabilizer		\$ 971.00	\$ (194.20)	\$ 776.80
	44-0724	Manual Flail Head Deck Rotator for Transport		\$ 1,363.00	\$ (272.60)	\$ 1,090.40
		Factory Authorized Mount - Rear Cradle Boom Mower, Hyd Oil & Tire Ballast		\$ 8,905.00	\$ (3,117.00)	\$ 5,788.00
		Freight for New Holland T6030 Tractor Shipment to Diamond Mower		\$ 2,100.00		\$ 2,100.00
		Freight for Diamond Mower & Tractor to Brim Tractor, Chehalis, WA		\$ 4,321.00		\$ 4,321.00
Diamond 23' Rear Cradle Boom Mower Totals				\$ 84,644.00	\$ (16,980.60)	\$ 67,663.40
Quote Objective: Replace US Mower Mounted on New Holland T6030 Tractor						
Trade In						
		NONE				
Warranty				SUBTOTAL \$ 67,663.40		
1 Year Full on Mower				10.00% Sales Tax \$ 6,766.34		
2 Year Full on Tractor				TOTAL \$ 74,429.74		

Warranty coverage does not include travel time or hauling charges

- ☐ Cash
☐ Check
☐ Bank Card
☐ NH Plan

DOWN PAYMENT
 CONTRACT FEE
 BALANCE DUE \$ 74,429.74

- ☒ Sale
☐ Transfer
☐ Demo
☐ Rental
☐ Consignment

- ☒ Brim to Haul
☐ Customer to Haul

Special Instructions: Washington State Contract # 05218 Pricing Applied to this Quote. Quote Expiration Date: September 30, 2019.
 Delivery of Tractor & New Diamond Mower includes equipment Operations & Safety Training for City of Des Moines Public Works.
 US Mower Head and Boom to be removed by City of Des Moines Public Works.
 US Mower frame, hydraulics & controls to be removed from New Holland T6030 Tractor by Brim Tractor. Cost = Time & Materials.
 New Holland T6030 Tractor to be shipped to Diamond Factory for Boom & Mower Head Installation.
 New Diamond 23 foot Rear Cradle Boom with 50" HD Flail Mower Head to be installed on T6030 Tractor by Diamond Mower.
 Brim Tractor to delivery New Holland T6030 with new Diamond Boom Mower System to City of Des Moines, WA.
 Sales Tax Rate based on point of delivery - City of Des Moines Public Works shop location.

Customer Warrants that Trade In Equipment or Consigned Equipment is Traded or Consigned with no Liens or Encumbrances

Initial Here

Purchaser's Signature: _____

Date: _____

Don Leadbetter

From: Larry Crooker <larry.crooker@brimtractor.com>
Sent: Tuesday, August 6, 2019 2:15 PM
To: Don Leadbetter
Subject: Re: Brim Tractor Quotes for Diamond Boom Mower Installation

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

Good afternoon Don,

Jon and I discussed that we could start pricing it at \$15,000 to \$18,000.
 Do you feel these amounts are in order, based on age/condition?

Sincerely,
Larry Crooker
Municipal Sales
Brim Tractor Company
Store # 503-364-2241
Cell # 425-750-3618
or 800-530-2746



On Tue, Aug 6, 2019 at 1:14 PM Don Leadbetter <DLeadbetter@desmoineswa.gov> wrote:

Thanks for the updates could you give me a number that our us mower could sell for just a rounded number

Don Leadbetter

City Mechanic

21650 11th ave so

Des Moines wa 98198

Dleadbetter@desmoineswa.gov

Office....206-870-6521

CITY OF DES MOINES

Finance Division

21630 11TH Avenue South

Des Moines WA 98198-6317

Phone 206.870.6511 Fax 206.870.6540

**PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/18/2019 #069**TO: NORTHEND TRUCK EQUIPMENT INC**1419 – 40th Ave NE

Marysville, WA 98271

ATTN: Zack Andrews

PHONE: (425)903-2207

EMAIL: zacka@northendtruck.com**SHIP TO:****Don Leadbetter, Equipment Shop****City of Des Moines WA****21650 11th Avenue South****Des Moines WA 98198-6317****206.870.6521 FAX 206.870.6596**

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/18/19	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		Boss Hopper Spreader VBX9000 – 9' V-Box Spreader, (Auger)	\$ 7,584.15	\$ 7,584.15
1		Boss Sander VBX 9000 Model VBS15300C ("C" Rev) ** See attached Equipment Quote #01117 for details of order	\$ 955.85	\$ 955.85

Authority:

SUBTOTAL

\$ 8,540.00

% SALES TAX

\$ 854.00

SHIPPING & HANDLING

OTHER

TOTAL

\$9,394.00

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:

CHARGE TO DM CITY CODE: 501.570.573.594.42.64.00

Ordered by:

Date

Authorized by:

Date



Quote# 191007DM

10/08/2019

Price Quotation For

Northend Truck Equipment Inc.

14919 - 40th Ave. N.E.

Marysville, WA 98271

Ph: 360-653-6066 Fax: 360-653-0100

1-800-653-6066

Visit Our Web Site - www.northendtruck.com

Prepared For:

Don Leadbetter

City of Des Moines

206-941-3069

Dleadbetter@desmoineswa.gov

Contract Information:

State of Washington Current Contract Information

Effective Date: 05-01-2018

Contract number: 01117

Contract Title: Dump Bodies, Snow Plows Various Types, Controls & Services

Excel #	Item #	Dump Body Category C:	Qty.	Unit Total	Total
		OFF THE SHELF 2/3 YARD DUMP BODY FOR SNOW/ICE AND OPTION LIST			
199	22	Boss Hopper Spreader VBX 9000 - 9' V-Box Spreader, (Auger)	1	\$7,584.15	\$7,584.15
-	-	Boss Sander A and B Rev. Are No Longer Available Current VBX 9000 Model VBS15300C ("C" Rev) (Add)	1	\$955.85	\$955.85
		SubTotal			\$8,540.00
		Applicable Sales Tax Percentage at Delivery Location		10.00%	\$854.00
		Total Price with Tax Included			\$9,394.00

Notes:

- Equipment Shipped Direct To City For Customer Install
- Freight Included

Accepted: *Zack Andrews*

10/8/2019 Accepted: _____ Date: _____

Zack Andrews

NORTHEND TRUCK EQUIPMENT INC.

Don Leadbetter

City of Des Moines

PO Number: _____

Thank You for your help on this, if you have any questions or need additional information

Please call or email me at 425-903-2207, ZackA@northendtruck.com

Sincerely,

NORTHEND TRUCK EQUIPMENT

Zack Andrews

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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: Gill Property Right-of-Way
Dedication

ATTACHMENTS:

1. Right-of-Way Dedication Legal
Description and Exhibit
2. Aerial Map of Proposed Dedication

FOR AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: November 7, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSB

- ☒ Legal JS
☐ Finance N/A
☐ Courts N/A
☐ Police N/A

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

Purpose

The purpose of this item is to obtain City Council's approval to accept real property from Narinderpaul Gill to the City of Des Moines. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to authorize the City Manager to accept a right-of-way dedication from Narinderpaul Gill, which is at the north corner of Marine View Drive and 10th Ave South, as described in Attachment 1."

Background

Pursuant to RCW 35A.11.010, code cities may, through its legislative body, purchase, lease, receive, or otherwise acquire real property to hold, convey, or otherwise dispose of for common benefit. Pursuant to DMMC 3.80.030, the City Council shall approve all nonmonetary donations with value of \$20,000 or more, and all donations of real property, to the city of Des Moines.

The property owner, Narinderpaul Gill, is constructing a new residence at 27410 Marine View Drive under City of Des Moines Building Permit BLD2014-1379. As it currently exists, a portion of the roadway is located within private property. As a condition of the building permit, the owner is required to dedicate a portion of the property to the City for Right-of-Way purposes as identified in Attachment 1.

Discussion

The dedication of Right-of-Way is required to adjust the property line such that the existing roadway is located within City Right-of-Way. Dedication of the property at the north corner of Marine View Drive and 10th Ave South would allow for the existing roadway to be located within Right-of-Way, see Attachment 2.

Alternatives

The City Council may choose not to accept the Right-of-Way dedication.

Financial Impact

None.

Recommendation

Staff recommends adoption of the motion.

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION DESCRIPTION

LUA2015-0009 / BLD2014-1379

GILL PROPERTY

THAT PORTION OF LOT B OF CITY OF DES MOINES LOT LINE ADJUSTMENT FILED UNDER KING COUNTY RECORDING NO. 19991005900001, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT B OF SAID CITY OF DES MOINES LOT LINE ADJUSTMENT FILED UNDER KING COUNTY RECORDING NO. 19991005900001;
THENCE NORTH 80°05'22" EAST, ALONG THE SOUTH LINE OF SAID LOT B, A DISTANCE OF 7.24 FEET;
THENCE NORTH 62°47'29" WEST, A DISTANCE OF 12.67 FEET TO A POINT ON THE EAST MARGIN OF MARINE VIEW DRIVE SOUTH BEING A POINT OF CUSP ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 144.59 FEET AND A CENTRAL ANGLE OF 3°14'12" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 30°26'11" EAST 8.17 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE AND EAST MARGIN OF MARINE VIEW DRIVE SOUTH, A DISTANCE OF 8.17 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF DES MOINES,
COUNTY OF KING, STATE OF
WASHINGTON.

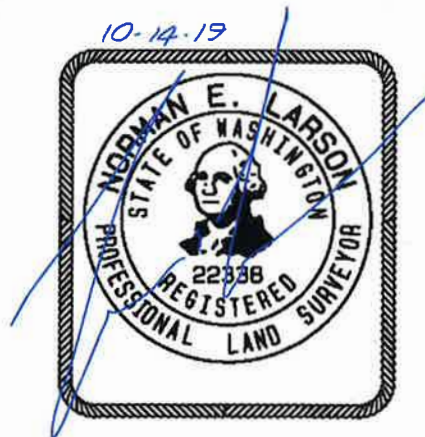
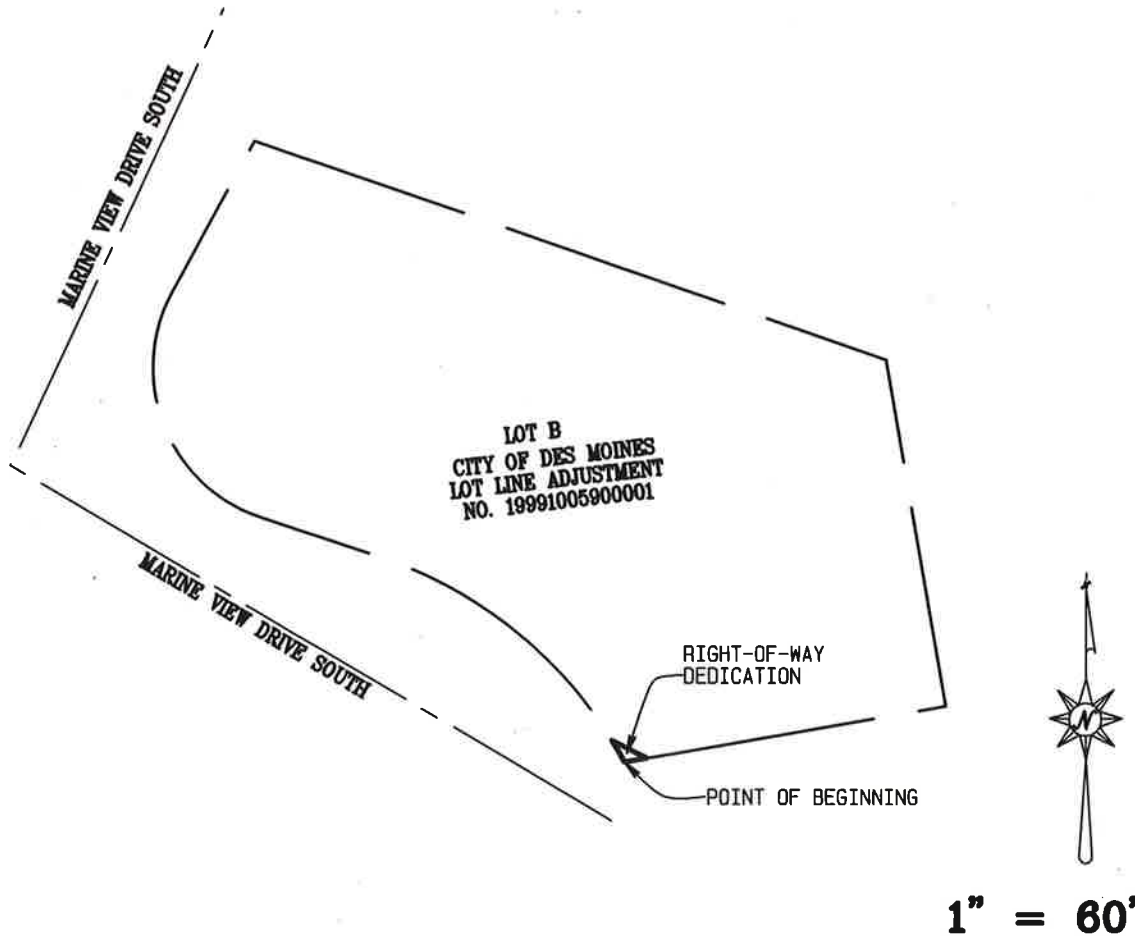


EXHIBIT "B"

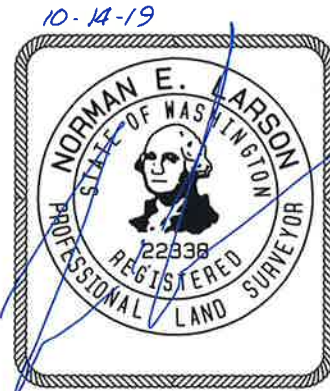
RIGHT-OF-WAY-DEDICATION

A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 32, TOWNSHIP 22 N., RANGE 4 E., W.M.
CITY OF DES MOINES, KING COUNTY, WASHINGTON



**CENTRE
POINTE**
Consultants, Inc., P.S.

14209 29th Street East, #105 - Sumner, WA 98390
253-987-5924 main 253-987-7859 fax



Gill Property Right-of-Way Dedication

27410 Marine View Dr S

3222049174

MARINE VIEW DR S

10TH AVES

MARINE VIEW DR S

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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 2020 General Property
Tax Levies

ATTACHMENTS:

1. Draft Ordinance No. 19-108
2. Draft Ordinance No. 19-114
3. 2020 Preliminary Property Tax Worksheet

FOR AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 4, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** 

Purpose and Recommendation

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. 19-108 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. 19-114 satisfies the requirements of RCW 84.55.120.

Suggested Motion

Motion 1a: “I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 19-108 on first reading.”

Motion 1b: “I move to enact Draft Ordinance No. 19-108, determining the amount of funds to be raised by ad valorem taxes for the year 2020 for general City expenditures.”

AND

Motion 2a: “I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 19-114 on first reading.”

Motion 2b: “I move to enact Draft Ordinance No. 19-114 authorizing the increase in ad valorem taxes for the year 2020 for general City expenditures.”

Background

General Property Tax Levies must be adopted by the City Council on or before December 1, 2019. (RCW 84.52.020 and RCW 84.52.070).

Historically, the city has also passed a resolution declaring “substantial need”. However, based on recent guidance from King County, when the IPD is more than the 101% limiting factor, a substantial need resolution is not necessary to receive the 101% allowed levy amount. All districts regardless of population can levy the 101% amount unless restricted by their statutory maximum rate and/or bank a portion of the 101% allowable levy for use in future years. As shown in the table below, the IPD for Des Moines is 1.0140%. Therefore, a substantial need resolution is not necessary.

General Property Taxes

The property tax levy rate is estimated to be \$1.2657 per \$1,000 of assessed value. The levy rate is less than the City’s statutory allowable maximum of \$1.60 due effects of the 1% maximum levy increase limitation. The total citywide preliminary assessed valuation used for the 2020 Tax Roll is \$4,408,811,819 as compared to \$4,161,028,852 for 2019’s Tax Roll, which is an increase of 6.0%. The County used the 2019-limited factor of \$5,109,787 plus 1% which is \$51,098 plus new construction of \$91,922 plus \$13,943 re-levy for prior year refunds and increase in utility value which is currently unknown at this time. The actual increase for 2020 will vary depending on any increase in utility value.

Recommendation

It is recommended that the City Council suspend Council Rule 26(a) and pass Draft Ordinance 19-108 and Draft Ordinance 19-114, determining the amount of funds to be raised by ad valorem taxes for the year 2020 for general City expenditures.

CITY ATTORNEY'S FIRST DRAFT 11/4/2019**DRAFT ORDINANCE NO. 19-108**

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 2020, 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 2019, 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 2020, 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 \$5,266,750, 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.

Ordinance No. _____
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 2020 for general City budget expenditures:

The sum of not greater than \$5,266,750, which does represent the maximum statutory total tax levy, including \$13,943 as relevy for prior year refunds and \$0 amounts authorized by the voters for excess or special levies, for the fiscal year 2020 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.

Ordinance No. _____
Page 3 of 3

PASSED BY a majority of the City Council of the City of
Des Moines this 14th day of November, 2019 and signed in
authentication thereof this 14th day of November, 2019.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

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CITY ATTORNEY'S FIRST DRAFT 11/4/2019**DRAFT ORDINANCE NO. 19-114**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON authorizing an increase in the regular property tax levy for the year 2020 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 2020; 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 \$5,266,750 which includes an 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 2020 levy in the amount of \$44,704, which is a percentage increase of eighty-seven hundredths of a percent (0.87%) 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.

Ordinance No. _____
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.

Ordinance No. _____
Page 3 of 3

PASSED BY a majority of the City Council of the City of Des Moines this 14th day of November, 2019 and signed in authentication thereof this 14th day of November, 2019.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

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ATTACHMENT 3 - 2020 Preliminary Property Tax Worksheet

The following provides the detail for the preliminary 2020 property taxes levied.

Property Tax Levy Limit Calculation

Item	Preliminary 2020 Levy	Regular
<u>Allowable Levy (2019 Limit Factor)</u>		\$ 5,109,787
Levy Limit Factor (IPD 1.0140%) 1.00%		51,098
New Construction		91,922
Utility Values (information still pending)		-
Annexation Levy		-
Total RCW 84.55 Levy		\$ 5,252,807
Relevy for Prior Year Refunds		13,943
Total RCW 84.55 Levy + Refunds		\$ 5,266,750
Estimated Levy Rate		\$ 1.2657

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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:
2020 Preliminary Annual Budget

FOR AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 7, 2019

ATTACHMENTS:

1. Draft Ordinance No. 19-107
2. Appendix A 2020 Preliminary Annual Budget
3. Staff Amendments
4. Updated Pages for the 2020 Annual Budget

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: D83

- ☒ Legal NS
- ☒ Finance Baw
- ☐ Courts _____
- ☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to hold the second reading of the 2020 Annual Budget for City Council consideration and approval. The first public hearing was held on October 17, 2019.

Suggested Motion

Staff recommended amendments to the Preliminary 2020 Annual Budget:

Motion 1: "I move to direct Administration to eliminate all Transportation Benefit District Revenues from the 2020 Annual Budget, given the projected outcome of Initiative I-976."

Motion 2: "I move to direct Administration to move \$475,000 from the Arterial Pavement Program in the capital budget, to the Street Fund, in order to replace the Transportation Benefit District funding lost by Initiative I-976."

Motion 3: "I move to pass Draft Ordinance No. 19-107, establishing the 2020 Annual Budget for the fiscal year ending December 31, 2020, as amended."

Background

The initial version of the 2020 Preliminary Annual Budget document was filed with the City Clerk and made available to the public October 17, 2019. The Finance Director gave a budget presentation during the October 17, 2019 public hearing.

The 2020 Preliminary Annual Budget was prepared using budget inputs from all departments which formed the basis for the 2020-2024 Financial Plan Forecast presented and discussed during the August 8, 2019 Budget Retreat. Staff has made changes that are consistent with the City Manager and City Council direction. These changes are:

- Based on the Arts Commission recommendation a \$15,000 increase has been added to the Arts Commission's budget.
- Based on Draft Ordinance 19-085 – adopting legislation to authorize a sales and use tax for affordable and supportive housing - \$30,000 in Affordable and Supportive Housing Sales Tax revenue has been added and \$30,000 has been added to the Human Service budget to provide funding to support of regional affordable housing.

Due to the timing of the November 6th election the impacts of the approval of Initiative 976 have not been incorporated into the budget document. Staff recommends amendments to the Preliminary 2020 Annual Budget:

- To direct Administration to eliminate all Transportation Benefit District revenues from the 2020 Annual Budget, given the projected outcome of Initiative I-976; and
- To direct Administration to move \$475,000 from the Arterial Pavement Program in the capital budget to the Street Fund, in order to replace the Transportation Benefit District funding lost by Initiative I-976.

Recommendation

Staff recommends that the City Council enact Draft Ordinance No. 19-107, as amended.

CITY ATTORNEY'S FIRST DRAFT 10/10/2019**DRAFT ORDINANCE NO. 19-107**

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, 2020, in summary form, ratifying and confirming revenues and expenditures previously implemented for fiscal year 2019, as such revenues and expenditures form the basis for development of the budget for fiscal year 2020, approving revenues and expenditures for fiscal year 2020, 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 2019 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, 2020 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 2020 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 2020 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 2019, and

WHEREAS, the City Council finds that the fund adjustments and transfers proposed by the City Manager for fiscal year 2019 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 17, 2019, to take public comment with respect to the proposed 2020 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 17th day of October, 2019, 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 14, 2019, to take public comment with respect to the proposed 2020 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 14th day of November, 2019, 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 2020 budget might be inconsistent.

Sec. 3. The fund adjustments and transfers proposed by the City Manager for fiscal year 2019 which are incorporated in the preliminary budget for fiscal year 2020, are hereby authorized and approved by the City Council.

Sec. 4. Because the City's operating and capital budgets for fiscal year 2020 rely upon anticipated year-end fund balances or shortages derived from revenues collected and expenditures incurred in fiscal year 2019, 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 budget for fiscal year 2019 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 operating and capital budgets for fiscal year 2020.

Sec. 6. The final annual operating budget for the City of Des Moines' fiscal year 2020 is hereby adopted and approved in

Ordinance No. _____
Page 3 of 4

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

Sec 7. Severability - Construction.

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

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

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

Ordinance No. _____
Page 4 of 4

PASSED BY the City Council of the City of Des Moines this
14th day of November, 2019 and signed in authentication thereof
this 14th day of November, 2019.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

**DRAFT ORDINANCE NO. 19-107 - APPENDIX A
SUMMARY OF SOURCES AND USES**

Funds	Estimated Beginning Fund		Revenue	Estimated Ending Fund		Total Uses
	Balance			Expenditure	Balance	
General Fund	\$ 4,500,950	\$ 26,156,977	\$ 30,657,927	\$ 26,215,024	\$ 4,442,903	\$ 30,657,927
Streets	716,233	1,716,874	2,433,107	1,830,434	602,673	2,433,107
Street Pavement	1,192,331	1,099,158	2,291,489	925,000	1,366,489	2,291,489
Development	3,810,472	2,893,023	6,703,495	2,974,744	3,728,751	6,703,495
Police Drug Seizure	22,040	1,250	23,290	1,000	22,290	23,290
Hotel-Motel Tax	21,376	113,700	135,076	113,300	21,776	135,076
Redondo Zone	12,796	92,850	105,646	82,762	22,884	105,646
Waterfront Zone	164,931	199,600	364,531	133,339	231,192	364,531
PBPW Automation Fee	353,595	129,000	482,595	107,300	375,295	482,595
Urban Forestry	5,000	5,000	10,000	5,000	5,000	10,000
Abatement	47,407	5,500	52,907	200	52,707	52,907
Automated Speed Enforce (ASE)	334,017	267,800	601,817	482,000	119,817	601,817
Transportation Benefit District	202,905	-	202,905	-	202,905	202,905
Total Special Revenue Funds	6,883,103	6,523,755	13,406,858	6,655,079	6,751,779	13,406,858
REET 1 Debt Service	21,525	19,153	40,678	18,346	22,332	40,678
REET 2 Debt Service	73,744	247,398	321,142	250,585	70,557	321,142
2018 LTGO Debt Service	9,902	229,650	239,552	228,900	10,652	239,552
Total Debt Service Funds	105,171	496,201	601,372	497,831	103,541	601,372
REET 1	2,109,961	659,000	2,768,961	2,111,004	657,957	2,768,961
REET 2	1,068,001	645,000	1,713,001	1,333,398	379,603	1,713,001
Park Levy	3,310	183,000	186,310	14,000	172,310	186,310
Park In Lieu	198,861	362,840	561,701	500,000	61,701	561,701
One Time Sales Tax	2,019,828	547,500	2,567,328	1,875,000	692,328	2,567,328
Municipal Capital Improvement	3,222,911	8,206,000	11,428,911	7,337,000	4,091,911	11,428,911
Transportation Capital Improvement	1,431,617	1,701,000	3,132,617	2,303,000	829,617	3,132,617
Traffic In Lieu	426,357	787,000	1,213,357	-	1,213,357	1,213,357
Traffic Impact - City-wide	197,467	1,032,500	1,229,967	319,000	910,967	1,229,967
Traffic Impact - Pacific Ridge	580,860	1,500	582,360	-	582,360	582,360
Total Capital Project Funds	11,259,173	14,125,340	25,384,513	15,792,402	9,592,111	25,384,513
Marina	3,498,903	6,322,287	9,821,190	6,250,652	3,570,538	9,821,190
Surface Water Management	4,226,372	6,952,373	11,178,745	8,592,652	2,586,093	11,178,745
Total Enterprise Funds	7,725,275	13,274,660	20,999,935	14,843,304	6,156,631	20,999,935
Equipment Rental Operations	294,503	542,367	836,870	609,269	227,601	836,870
Equipment Rental Replacement	4,195,758	668,657	4,864,415	261,950	4,602,465	4,864,415
Facility Repair & Replacement	464,789	157,224	622,013	179,000	443,013	622,013
Computer Replacement	1,316,576	231,187	1,547,763	363,975	1,183,788	1,547,763
Self Insurance	695,130	760,272	1,455,402	707,048	748,354	1,455,402
Unemployment Insurance	541,173	49,173	590,346	30,000	560,346	590,346
Total Internal Service Funds	7,507,929	2,408,880	9,916,809	2,151,242	7,765,567	9,916,809
Total Budget - All Funds	\$ 37,981,601	\$ 62,985,813	\$ 100,967,414	\$ 66,154,882	\$ 34,812,532	\$ 100,967,414

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ATTACHMENT 3 – STAFF AMENDMENTS

<u>Page #'s - Budget Book</u>	<u>Description of Change</u>
19 and 20	<u>Appendix A</u> • Updated General Fund Revenue for \$30,000 Affordable Housing Sales Tax revenue per House Bill 1406 • Updated General Fund Expenditures for: ○ Additional \$15,000 funding to the Arts Commission ○ Additional \$30,000 funding from Human Services for Affordable Housing • Updated Estimated Beginning and Ending Fund Balances as a result of the 2019 Amended Annual Budget
21 and 22	<u>2020 Revenue Sources by Fund</u> • Updated General Fund Revenue for \$30,000 Affordable Housing Sales Tax revenue per House Bill 1406 • Updated Estimated Beginning Fund Balances as a result of the 2019 Amended Annual Budget
23 and 24	<u>2020 Expenditure Categories by Fund</u> • Updated General Fund Other Services & Charges for the increase of \$15,000 to the Arts Commission Budget and increase of \$30,000 to the Human Services Budget to provide funding to support regional affordable housing. • Updated Estimated Ending Fund Balances
25	<u>2020 Total Sources and Uses</u> • Updated for revised amounts
40	<u>Index of Positions and Pay Schedule – General Employees</u> • Added DV Victim Advocate/Management Analyst and Land Use Planner to Range G-20 • Corrected range for Engineering Inspector from G-20 to G-23
42	<u>Index of Positions and Pay Schedule – Teamsters Local 763</u> • Updated schedule to reflect 2019 pay schedule, as the contract is still in negotiations
45	<u>2020-2024 Financial Plan Forecast</u> • Schedule updated for revisions noted above
46	<u>General Fund Net Activity by Program</u> • Schedule updated for revisions noted above
52	<u>General Fund by Department and by Category</u> • Schedule updated for revisions noted above
71	<u>Parks, Recreation and Senior Services</u> • Updated organizational chart to reflect changes in staffing for Senior Services
72	<u>Parks, Recreation & Senior Services</u> • Increased Services & Charges for Additional \$15,000 funding to the Arts Commission • Increased Services & Charges for Additional \$30,000 funding from Human Services for Affordable Housing

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**DRAFT ORDINANCE NO. 19-107 - APPENDIX A
SUMMARY OF SOURCES AND USES**

		Estimated		
		Beginning Fund		
	Funds	Balance	Revenue	Total Sources
	General Fund	\$ 4,500,950	\$ 26,156,977	\$ 30,657,927
Special Revenue	Streets	716,233	1,716,874	2,433,107
	Street Pavement	1,192,331	1,099,158	2,291,489
	Development	3,810,472	2,893,023	6,703,495
	Police Drug Seizure	22,040	1,250	23,290
	Hotel-Motel Tax	21,376	113,700	135,076
	Redondo Zone	12,796	92,850	105,646
	Waterfront Zone	164,931	199,600	364,531
	PBPW Automation Fee	353,595	129,000	482,595
	Urban Forestry	5,000	5,000	10,000
	Abatement	47,407	5,500	52,907
	Automated Speed Enforce (ASE)	334,017	267,800	601,817
	Transportation Benefit District	202,905	-	202,905
	Total Special Revenue Funds	6,883,103	6,523,755	13,406,858
Debt Service	REET 1 Debt Service	21,525	19,153	40,678
	REET 2 Debt Service	73,744	247,398	321,142
	2018 LTGO Debt Service	9,902	229,650	239,552
	Total Debt Service Funds	105,171	496,201	601,372
Capital Project	REET 1	2,109,961	659,000	2,768,961
	REET 2	1,068,001	645,000	1,713,001
	Park Levy	3,310	183,000	186,310
	Park In Lieu	198,861	362,840	561,701
	One Time Sales Tax	2,019,828	547,500	2,567,328
	Municipal Capital Improvement	3,222,911	8,206,000	11,428,911
	Transportation Capital Improvement	1,431,617	1,701,000	3,132,617
	Traffic In Lieu	426,357	787,000	1,213,357
	Traffic Impact - City-wide	197,467	1,032,500	1,229,967
	Traffic Impact - Pacific Ridge	580,860	1,500	582,360
	Total Capital Project Funds	11,259,173	14,125,340	25,384,513
Enterprise	Marina	3,498,903	6,322,287	9,821,190
	Surface Water Management	4,226,372	6,952,373	11,178,745
	Total Enterprise Funds	7,725,275	13,274,660	20,999,935
Internal Service	Equipment Rental Operations	294,503	542,367	836,870
	Equipment Rental Replacement	4,195,758	668,657	4,864,415
	Facility Repair & Replacement	464,789	157,224	622,013
	Computer Replacement	1,316,576	231,187	1,547,763
	Self Insurance	695,130	760,272	1,455,402
	Unemployment Insurance	541,173	49,173	590,346
	Total Internal Service Funds	7,507,929	2,408,880	9,916,809
	Total Budget - All Funds	\$ 37,981,601	\$ 62,985,813	\$ 100,967,414

		Estimated Ending Fund		
Funds		Expenditure	Balance	Total Uses
General Fund		\$ 26,215,024	\$ 4,442,903	\$ 30,657,927
Special Revenue	Streets	1,830,434	602,673	2,433,107
	Street Pavement	925,000	1,366,489	2,291,489
	Development	2,974,744	3,728,751	6,703,495
	Police Drug Seizure	1,000	22,290	23,290
	Hotel-Motel Tax	113,300	21,776	135,076
	Redondo Zone	82,762	22,884	105,646
	Waterfront Zone	133,339	231,192	364,531
	PBPW Automation Fee	107,300	375,295	482,595
	Urban Forestry	5,000	5,000	10,000
	Abatement	200	52,707	52,907
	Automated Speed Enforce (ASE)	482,000	119,817	601,817
	Transportation Benefit District	-	202,905	202,905
	Total Special Revenue Funds	6,655,079	6,751,779	13,406,858
Debt Service	REET 1 Debt Service	18,346	22,332	40,678
	REET 2 Debt Service	250,585	70,557	321,142
	2018 LTGO Debt Service	228,900	10,652	239,552
	Total Debt Service Funds	497,831	103,541	601,372
Capital Project	REET 1	2,111,004	657,957	2,768,961
	REET 2	1,333,398	379,603	1,713,001
	Park Levy	14,000	172,310	186,310
	Park In Lieu	500,000	61,701	561,701
	One Time Sales Tax	1,875,000	692,328	2,567,328
	Municipal Capital Improvement	7,337,000	4,091,911	11,428,911
	Transportation Capital Improvement	2,303,000	829,617	3,132,617
	Traffic In Lieu	-	1,213,357	1,213,357
	Traffic Impact - City-wide	319,000	910,967	1,229,967
	Traffic Impact - Pacific Ridge	-	582,360	582,360
	Total Capital Project Funds	15,792,402	9,592,111	25,384,513
Enterprise	Marina	6,250,652	3,570,538	9,821,190
	Surface Water Management	8,592,652	2,586,093	11,178,745
	Total Enterprise Funds	14,843,304	6,156,631	20,999,935
Internal Service	Equipment Rental Operations	609,269	227,601	836,870
	Equipment Rental Replacement	261,950	4,602,465	4,864,415
	Facility Repair & Replacement	179,000	443,013	622,013
	Computer Replacement	363,975	1,183,788	1,547,763
	Self Insurance	707,048	748,354	1,455,402
	Unemployment Insurance	30,000	560,346	590,346
	Total Internal Service Funds	2,151,242	7,765,567	9,916,809
	Total Budget - All Funds	\$ 66,154,882	\$ 34,812,532	\$ 100,967,414

2020 REVENUE SOURCES BY FUND

	Taxes	Licenses & Permits	Inter- Government Revenue	Charges For Services	Fines and Forefits	Misc Revenue
<u>GENERAL FUND</u>						
General	14,938,189	1,454,500	850,356	6,329,220	2,022,100	562,612
<u>SPECIAL REVENUE FUNDS</u>						
Street Maintenance	952,850	-	714,024	5,000	-	-
Arterial Street Pavement	475,000	611,658	-	-	-	12,500
Development	1,224,984	-	76,330	1,558,309	1,000	32,400
Police Drug Seizure	-	-	-	-	-	1,250
Hotel-Motel Tax	113,300	-	-	-	-	400
Redondo Zone	-	-	-	-	2,500	90,350
Waterfront Zone	-	-	-	-	4,000	195,600
PBPW Automation	-	-	-	125,000	-	4,000
Urban Forestry	-	-	-	5,000	-	-
Abatement	-	-	-	200	500	4,800
Automated Speed Enforce	-	-	-	200	260,000	7,600
Transportation Benefit District	-	-	-	-	-	-
<u>DEBT SERVICE FUND</u>						
Debt Service	-	-	-	-	-	750
<u>CONSTRUCTION FUND</u>						
Construction	1,260,000	-	3,950,500	1,850,340	-	374,500
<u>ENTERPRISE FUND</u>						
Marina	-	-	82,000	4,327,599	20,000	91,875
Surface Water Management	-	-	-	4,272,323	-	60,050
<u>INTERNAL SERVICE FUNDS</u>						
Equip Rental Operations	-	-	-	539,867	-	2,500
Equip Rental Replacement	-	-	-	668,657	-	-
Facility Repair & Replacement	-	-	-	117,224	-	5,000
Computer Replacement	-	-	-	221,187	-	10,000
Self Insurance	-	-	-	755,272	-	5,000
Unemployment Insurance	-	-	-	39,173	-	10,000
TOTAL ALL FUNDS	18,964,323	2,066,158	5,673,210	20,814,571	2,310,100	1,471,187

2020 REVENUE SOURCES BY FUND

	Other Financing Sources	Interfund Transfers	Beginning Fund Balance	TOTAL AVAILABLE RESOURCES
<u>GENERAL FUND</u>				
General	-	-	4,500,950	30,657,927
<u>SPECIAL REVENUE FUNDS</u>				
Street Maintenance	-	45,000	716,233	2,433,107
Arterial Street Pavement	-	-	1,192,331	2,291,489
Development	-	-	3,810,472	6,703,495
Police Drug Seizure	-	-	22,040	23,290
Hotel-Motel Tax	-	-	21,376	135,076
Redondo Zone	-	-	12,796	105,646
Waterfront Zone	-	-	164,931	364,531
PBPW Automation	-	-	353,595	482,595
Urban Forestry	-	-	5,000	10,000
Abatement	-	-	47,407	52,907
Automated Speed Enforce	-	-	334,017	601,817
Transportation Benefit District	-	-	202,905	202,905
<u>DEBT SERVICE FUND</u>				
Debt Service	-	495,451	105,171	601,372
<u>CONSTRUCTION FUND</u>				
Construction	-	6,690,000	11,259,173	25,384,513
<u>ENTERPRISE FUND</u>				
Marina	-	1,800,813	3,498,903	9,821,190
Surface Water Management	65,000	2,555,000	4,226,372	11,178,745
<u>INTERNAL SERVICE FUNDS</u>				
Equip Rental Operations	-	-	294,503	836,870
Equip Rental Replacement	-	-	4,195,758	4,864,415
Facility Repair & Replacement	-	35,000	464,789	622,013
Computer Replacement	-	-	1,316,576	1,547,763
Self Insurance	-	-	695,130	1,455,402
Unemployment Insurance	-	-	541,173	590,346
TOTAL ALL FUNDS	65,000	11,621,264	37,981,601	100,967,414

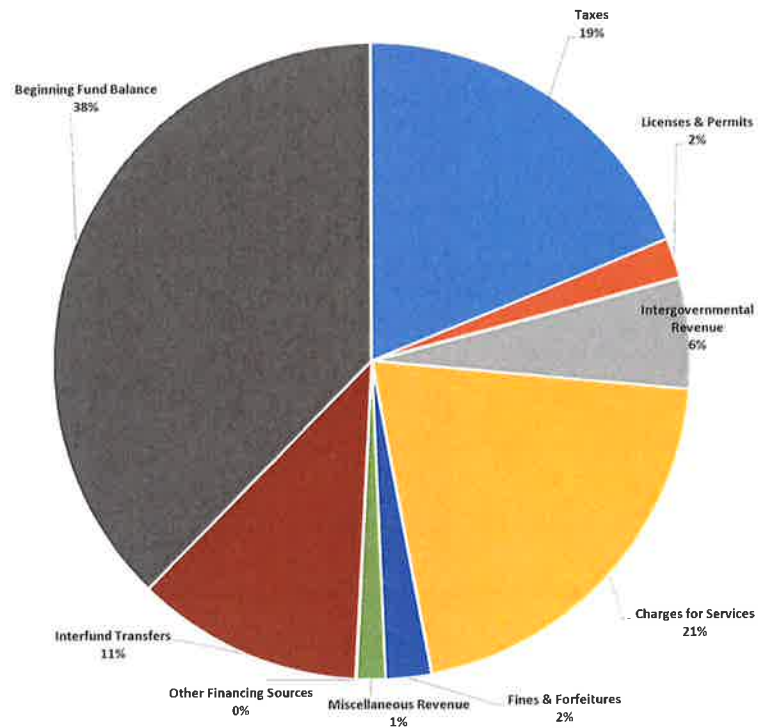
2020 EXPENDITURE CATEGORIES BY FUND

	Salaries & Wages	Personnel Benefits	Supplies	Other Services & Charges	Interfund Charges
<u>GENERAL FUND:</u>					
General	11,321,473	4,167,727	716,092	4,779,854	4,246,829
<u>SPECIAL REVENUE FUNDS:</u>					
Street Maintenance	390,903	154,318	97,713	700,800	486,700
Arterial Street Pavement	-	-	-	925,000	-
Development	1,472,393	607,217	35,822	395,065	464,247
Police Drug Seizure	-	-	500	500	-
Hotel-Motel Tax	-	-	-	113,300	-
Redondo Zone	-	-	9,000	31,096	42,666
Waterfront Zone	-	-	10,000	60,304	63,035
PBPW Automation	-	-	-	-	107,300
Urban Forestry	-	-	5,000	-	-
Abatement	-	-	-	200	-
Automated Speed Enforce	-	-	-	232,000	40,000
Transportation Benefit District	-	-	-	-	-
<u>DEBT SERVICE FUNDS:</u>					
Debt Service	-	-	-	500	18,834
<u>CONSTRUCTION FUNDS:</u>					
Construction	-	-	-	-	-
<u>ENTERPRISE FUNDS:</u>					
Marina	804,615	293,216	1,188,103	432,210	478,882
Surface Water Management	1,051,659	479,632	116,650	1,269,428	565,283
<u>INTERNAL SERVICE FUNDS:</u>					
Equip Rental Operations	165,201	73,087	292,793	49,950	28,238
Equip Rental Replacement	-	-	-	-	-
Facility Repair & Replacement	-	-	-	57,000	-
Computer Replacement	-	-	1,975	-	-
Self Insurance	-	-	-	707,048	-
Unemployment Insurance	-	-	-	30,000	-
TOTAL ALL FUNDS	15,206,244	5,775,197	2,473,648	9,784,255	6,542,014

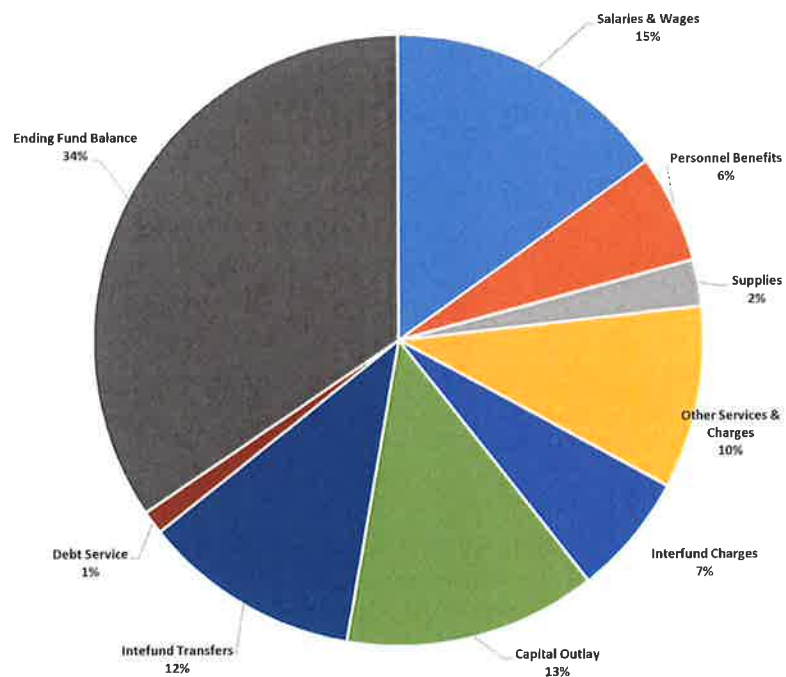
2020 EXPENDITURE CATEGORIES BY FUND

	Interfund Transfers	Capital Outlay	Debt Service	Ending Fund Balance	TOTAL USES
<u>GENERAL FUND:</u>					
General	921,049	62,000	-	4,442,903	30,657,927
<u>SPECIAL REVENUE FUNDS:</u>					
Street Maintenance	-	-	-	602,673	2,433,107
Arterial Street Pavement	-	-	-	1,366,489	2,291,489
Development	-	-	-	3,728,751	6,703,495
Police Drug Seizure	-	-	-	22,290	23,290
Hotel-Motel Tax	-	-	-	21,776	135,076
Redondo Zone	-	-	-	22,884	105,646
Waterfront Zone	-	-	-	231,192	364,531
PBPW Automation	-	-	-	375,295	482,595
Urban Forestry	-	-	-	5,000	10,000
Abatement	-	-	-	52,707	52,907
Automated Speed Enforce	210,000	-	-	119,817	601,817
Transportation Benefit District	-	-	-	202,905	202,905
<u>DEBT SERVICE FUNDS:</u>					
Debt Service	-	-	478,497	103,541	601,372
<u>CONSTRUCTION FUNDS:</u>					
Construction	6,464,402	9,328,000	-	9,592,111	25,384,513
<u>ENTERPRISE FUNDS:</u>					
Marina	1,470,813	804,000	778,813	3,570,538	9,821,190
Surface Water Management	2,555,000	2,555,000	-	2,586,093	11,178,745
<u>INTERNAL SERVICE FUNDS:</u>					
Equip Rental Operations	-	-	-	227,601	836,870
Equip Rental Replacement	-	261,950	-	4,602,465	4,864,415
Facility Repair & Replacement	-	122,000	-	443,013	622,013
Computer Replacement	-	362,000	-	1,183,788	1,547,763
Self Insurance	-	-	-	748,354	1,455,402
Unemployment Insurance	-	-	-	560,346	590,346
TOTAL ALL FUNDS	11,621,264	13,494,950	1,257,310	34,812,532	100,967,414

2020 TOTAL SOURCES
- \$100,967,414



2020 TOTAL USES
- \$100,967,414



2020
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-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
	GIS Analyst					
	Paralegal					
	Probation Officer					
	Payroll Accountant					
	DV Victim Advocate/Management Analyst					
	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	Electrical/Building Inspector/Plans Examiner	74,940	78,684	82,620	86,748	91,080
	Engineering Inspector	6,245	6,557	6,885	7,229	7,590
		36.03	37.83	39.72	41.71	43.79
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

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.

2020
City of Des Moines - Index of Positions and Pay Schedule
Teamsters Local 763

Range	Positions	Step A	Step B	Step C	Step D	Step E
T-11	Harbor Attendant I	46,464	48,792	51,228	53,784	56,472
	Maintenance Worker I - Facilities	3,872	4,066	4,269	4,482	4,706
	Maintenance Worker I - Parks	22.34	23.46	24.63	25.86	27.15
	Maintenance Worker I - SWM					
T-15	Harbor Attendant II	54,360	57,084	59,940	62,940	66,084
	Maintenance Worker II - Parks	4,530	4,757	4,995	5,245	5,507
	Maintenance Worker II - Streets	26.13	27.44	28.82	30.26	31.77
	Maintenance Worker II - SWM					
T-16	Marina Environmental Operations Specialist	56,532	59,364	62,328	65,448	68,724
	Parks Maintenance Specialist	4,711	4,947	5,194	5,454	5,727
	Surface Water Management Specialist	27.18	28.54	29.97	31.47	33.04
	Traffic Control Specialist					
T-17	Facilities Worker	58,800	61,740	64,824	68,064	71,472
		4,900	5,145	5,402	5,672	5,956
		28.27	29.68	31.17	32.72	34.36
T-18	Senior Maintenance Worker - Facilities	61,152	64,212	67,428	70,800	74,340
	Senior Maintenance Worker/Lead - Marina	5,096	5,351	5,619	5,900	6,195
	Senior Maintenance Worker/Lead - Parks	29.40	30.87	32.42	34.04	35.74
	Senior Maintenance Worker/Lead - Streets					
	Senior Maintenance Worker/Lead - SWM					

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2020-2024 Financial Plan Forecast

2019-2024 GENERAL FUND							
	BUDGET 2019	REVISED EST 2019	BUDGET 2020	FORECAST			
				2021	2022	2023	2024
BEGINNING RESERVE	\$ 4,946,525	\$ 5,743,219	\$ 4,500,950	\$ 4,442,903	\$ 4,842,307	\$ 5,274,699	\$ 5,427,766
Operating Revenues	23,113,425	23,624,628	25,195,977	25,653,931	26,025,022	26,491,213	27,252,741
Operating Expenditures	(22,704,880)	(23,454,488)	(24,760,709)	(25,364,567)	(25,667,630)	(26,113,146)	(26,678,499)
Net Activity ("Operating revenues over (under) operating expenditures")	408,545	170,140	435,268	289,364	357,392	378,067	574,242
ONE-TIME ACTIVITIES							
Revenues							
Sound Transit	-	91,624	186,000	168,000	153,600	108,000	25,200
Red Light Running (>\$1.5m)	500,000	300,000	250,000	200,000	150,000	100,000	50,000
One-Time Sales & B&O Tax Revenues	500,000	800,000	525,000	400,000	350,000	150,000	175,000
Total One-Time Revenues	1,000,000	1,191,624	961,000	768,000	653,600	358,000	250,200
Expenditures							
One Time Expenditures - CIP & Public Safety							
Transfer Out - One-Time Sales & B&O Tax to Fund 309	(500,000)	(800,000)	(525,000)	(400,000)	(350,000)	(150,000)	(175,000)
Temp Asst Police Chief - (converted to Emergency Mgmt Director)	(218,830)	(157,705)	-	-	-	-	-
Assistant Police Chief (Succession Planning)		(103,923)	-	-	-	-	-
Temp Court Clerk	(77,660)	(70,915)	-	-	-	-	-
Police Dept - Special Project	(103,520)	(85,820)	-	-	-	-	-
Police Dept - Hire Ahead Program	(325,000)	(364,250)	(378,145)	-	-	-	-
Police Dept - Duty Weapons	(30,000)	(30,000)	-	-	-	-	-
Police Dept - Spillman Upgrade	(30,000)	(30,000)	-	-	-	-	-
Police Dept - Vehicle purchase	(70,000)	(70,000)	-	-	-	-	-
Police Dept - Fitness Facility Improvement	(10,000)	(10,000)	-	-	-	-	-
Police Dept - Investigation Software	(12,000)	(12,000)	-	-	-	-	-
Police Dept - Cameras for Redondo	(8,000)	-	-	-	-	-	-
Police Dept - In Car Cameras	-	-	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)
Police Dept - Drone Pilot Program	-	-	(12,000)	-	-	-	-
Police Dept - Evidence Storage Container	-	-	(6,000)	-	-	-	-
Police Dept - Radar Equipment	-	-	(10,000)	-	-	-	-
Transfer to CIP - Event Center Athletic Floor (with grant)	-	-	(28,690)	-	-	-	-
Transfer to CIP - Des Moines Memorial Flag Triangle	-	-	(35,000)	-	-	-	-
Transfer to CIP - Redondo Paid Parking	-	-	-	-	(50,000)	(300,000)	-
Total One-Time Expenditures - CIP & Public Safety	(1,385,010)	(1,734,613)	(1,019,835)	(425,000)	(425,000)	(475,000)	(200,000)
Total Net One Time Activities - CIP & Public Safety	(385,010)	(634,613)	(244,835)	175,000	75,000	(225,000)	25,000
Other One-Time Expenditures:							
Professional Svcs	(213,000)	(213,000)	(100,000)				
Sound Transit related expenditures	-	(91,624)	(186,000)	(168,000)	(153,600)	(108,000)	(25,200)
Finance Department Office Remodel		(55,000)					
Finance Department Interim Staffing		(42,500)					
B&O Tax System of Record Development		(30,000)					
HR Intern (Limited Term, 6 months)		(36,080)	(36,080)				
Parks Equipment - John Dere Tractor		(30,875)					
Audio System at Sr. Center	(35,000)	(35,000)	(25,000)				
Beach Park Auditorium Sound System & Chairs	(43,500)	(43,500)	-				
Metro Shuttle Svcs Pilot Program	(132,580)	(24,140)	(87,400)	(64,960)			
SCORE Contribution	(267,701)	(267,701)	-				
Total Other One-Time Expenditures	(691,781)	(869,420)	(434,480)	(232,960)	(153,600)	(108,000)	(25,200)
Total One-Time Expenditures	(2,076,791)	(2,604,033)	(1,454,315)	(657,960)	(578,600)	(583,000)	(225,200)
ENDING RESERVE	\$ 4,278,279	\$ 4,500,950	\$ 4,442,903	\$ 4,842,307	\$ 5,274,699	\$ 5,427,766	\$ 6,027,008
Reserve policy for the General Fund Ending Fund Balance per Ordinance No. 1703.							
GFOA Target of 60 days (approx. 16.67%)	3,784,903	3,909,863	4,127,610	4,228,273	4,278,794	4,353,061	4,447,306
Reserve (shortfall) surplus to GFOA Target	493,376	591,087	315,293	614,034	995,905	1,074,705	1,579,702
Ending Reserve - % Total Expenditures	18.84%	19.19%	17.94%	19.09%	20.55%	20.79%	22.59%

GENERAL FUND NET ACTIVITY BY PROGRAM

	2019 BUDGET			2020 BUDGET		
	REVENUES	EXPENDITURES	NET	REVENUES	EXPENDITURES	NET
BEGINNING FUND BALANCE			\$ 4,946,525			\$ 4,500,950
<u>Unrestricted Revenues</u>						
Unrestricted Taxes	\$ 13,046,355		\$ 13,046,355	\$ 13,458,189		\$ 13,458,189
Unrestricted Franchise Fees	1,140,000		1,140,000	1,120,000		1,120,000
Business License Fees	271,000		271,000	298,000		298,000
State/City Assistance	100,000		100,000	75,000		75,000
Miscellaneous	105,200		105,200	120,000		120,000
Transfer In	-		-	-		-
Total Unrestricted Revenues	14,662,555		14,662,555	15,071,189		15,071,189
<u>Policy & Support Services</u>						
Support Services Chargebacks	2,681,667		2,681,667	3,692,810		3,692,810
City Council		93,830	(93,830)		94,547	(94,547)
City Manager	-	2,092,625	(2,092,625)	32,000	2,072,070	(2,040,070)
Financial Services	65,000	1,192,657	(1,127,657)	60,000	1,320,001	(1,260,001)
Technology Services	774,185	910,885	(136,700)	831,842	898,626	(66,784)
Legal	49,132	775,282	(726,150)	38,246	849,748	(811,502)
Bldg & Facility Maint	-	342,407	(342,407)	-	390,805	(390,805)
Total Policy & Support Services	3,569,984	5,407,686	(1,837,702)	4,654,898	5,625,797	(970,899)
<u>Public Safety Services</u>						
Restricted - Public Safety	2,985,838		2,985,838	3,233,836		3,233,836
Court	112,100	1,372,505	(1,260,405)	122,100	1,473,811	(1,351,711)
Probation	67,000	232,377	(165,377)	67,000	229,519	(162,519)
EMS/Fire/Jail/Public Defenders	4,600	1,179,606	(1,175,006)	5,600	874,976	(869,376)
Legal (Prosecution, DV, etc.)	-	-	-	-	-	-
Police	239,243	10,971,950	(10,732,707)	347,920	11,861,659	(11,513,739)
Total Public Safety Services	3,408,781	13,756,438	(10,347,657)	3,776,456	14,439,965	(10,663,509)
<u>Community Services</u>						
Planning & Bldg (NonFee Based)	-	567,669	(567,669)	-	609,437	(609,437)
Engineering (NonFee Based)	-	268,492	(268,492)	-	295,884	(295,884)
Subtotal	-	836,161	(836,161)	-	905,321	(905,321)
Park Maintenance	26,728	931,294	(904,566)	31,160	1,069,432	(1,038,272)
Parks & Community Relations	6,500	213,813	(207,313)	15,000	219,885	(204,885)
Arts Program	9,500	91,535	(82,035)	9,500	101,737	(91,703)
Senior & Human Services	104,230	675,547	(571,317)	289,350	927,203	187,613
Recreation Programs	1,059,047	1,373,431	(314,384)	1,223,624	1,449,600	(225,976)
Beach Park Rentals	266,100	586,331	(320,231)	310,800	555,035	(244,235)
Subtotal	1,472,105	3,871,951	(2,399,846)	1,879,434	4,322,892	(2,443,458)
Total Community Services	1,472,105	4,708,112	(3,236,007)	1,879,434	5,228,213	(3,348,779)
<u>Transfers Out</u>						
Operating Subsidies	-	-	-	-	-	-
Debt Service	-	239,441	(239,441)	-	242,049	(242,049)
One Time Sales/B&O Taxes for Capital Purposes	1,000,000	500,000	500,000	775,000	525,000	250,000
Capital Projects		170,000	(170,000)		154,000	(154,000)
Total Transfers	1,000,000	909,441	90,559	775,000	921,049	(146,049)
TOTAL GENERAL FUND	\$ 24,113,425	\$ 24,781,677	\$ (668,252)	\$ 26,156,977	\$ 26,215,024	\$ (58,047)
ENDING FUND BALANCE			\$ 4,278,273			\$ 4,442,903

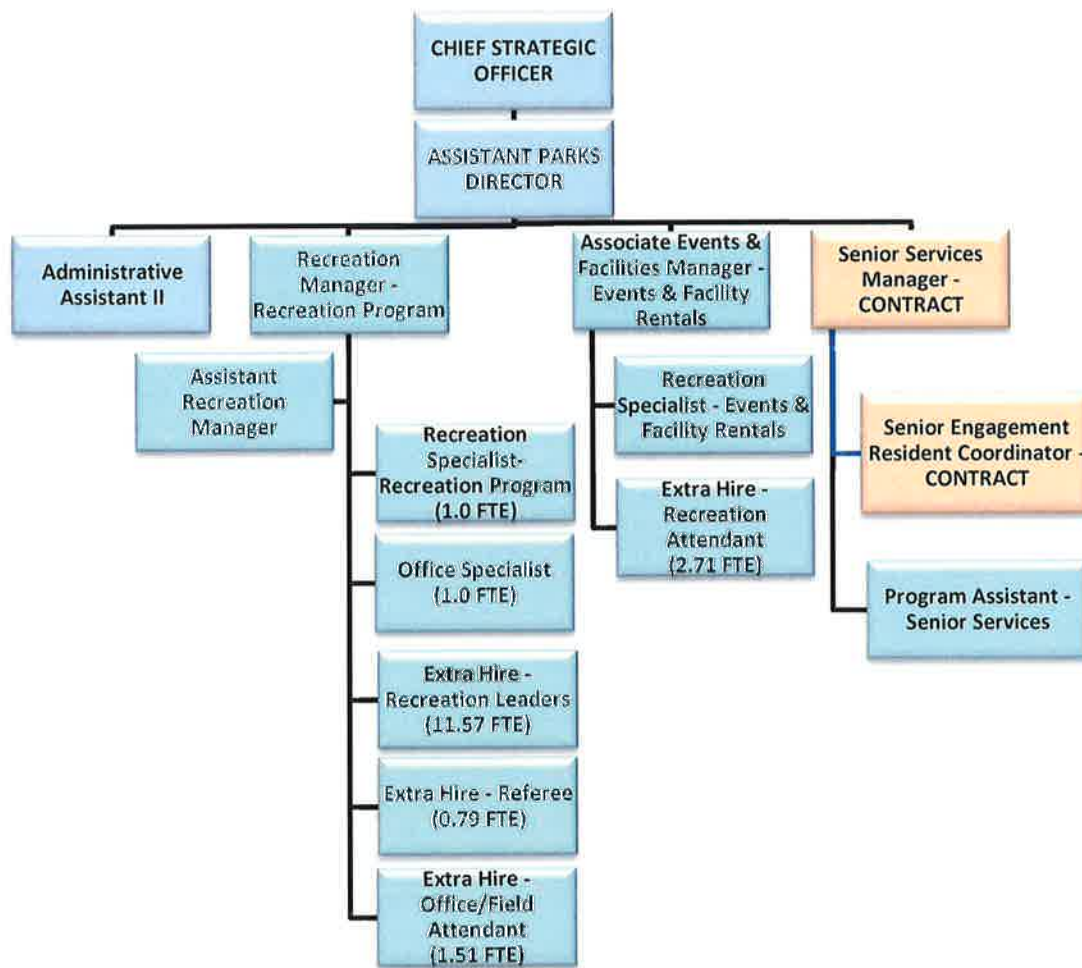
GENERAL FUND BY DEPARTMENT

DEPARTMENT	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2020 BUDGET
City Council	80,810	72,890	82,529	93,830	94,547
City Manager	966,005	1,275,600	1,525,104	2,092,625	2,072,070
Finance & Technology	1,658,127	1,781,136	1,786,902	2,103,542	2,218,627
Legal	575,225	659,695	750,820	775,282	849,748
Municipal Court	963,709	1,413,986	1,574,143	1,604,882	1,703,330
Public Safety Services	729,685	752,516	902,121	1,179,606	874,976
Police	8,056,571	10,173,320	10,588,068	10,971,950	11,861,659
Plan, Bldg & PW Admin	3,617,930	1,872,288	2,067,770	2,109,865	2,365,558
Parks, Rec & Sr Services	1,889,359	2,513,151	2,670,859	2,940,656	3,253,460
Transfers Out	722,436	2,467,877	2,412,277	909,439	921,049
Total Operations	19,259,857	22,982,459	24,360,593	24,781,677	26,215,024
Ending Fund Balance	4,440,724	5,532,545	5,743,219	4,278,273	4,442,903
Total Expenditures	23,700,581	28,515,004	30,103,812	29,059,950	30,657,927

GENERAL FUND BY CATEGORY

CATEGORY	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2020 BUDGET
Personnel Salaries	9,312,651	9,157,942	9,820,952	10,411,614	11,321,473
Personnel Benefits	3,297,385	3,078,332	3,438,623	4,044,094	4,167,727
Supplies	444,922	506,347	713,907	680,397	716,092
Services & Charges	3,469,438	3,842,259	4,167,623	4,750,759	4,779,854
Interfund Charges	1,971,651	3,920,996	3,758,301	3,881,374	4,246,829
Capital Outlay	41,374	8,705	48,910	104,000	62,000
Transfer Out	722,436	2,467,877	2,412,276	909,439	921,049
Total Operations	19,259,857	22,982,459	24,360,592	24,781,677	26,215,024
Ending Fund Balance	4,440,724	5,532,545	5,743,219	4,278,273	4,442,903
Total Expenditures	23,700,581	28,515,004	30,103,811	29,059,950	30,657,927

PARKS, RECREATION & SENIOR SERVICES



The Parks, Recreation and Senior Services functions funded by the General Fund include:

Administration. Provides direction to the Department, including grant and capital project development. Supports landmarks commission and lodging tax program.

Arts Commission. Creates, promotes and delivers performing, community and public art programs and recommends works of art for City's facilities and the local environment.

Health and Human Services. Provides financial aid to non-profit human services organizations who assist Des Moines citizens in time of need.

Recreation Programs. Provides activities and services for all age groups to maintain our citizen's physical, mental and social wellness.

Events & Rentals. Provides management of the City's rental facilities.

Senior Services. Provides outreach to Des Moines and Normandy Park senior citizens to support learning and independence and encourage involvement with the Senior Center and the community.

Senior Programs. Provides special events, trips, lifelong learning and continuing education, sports leagues, fitness, and dance programs. Supported by fees and charges, sponsorships, and volunteers.

PARKS, RECREATION & SENIOR SERVICES

CATEGORY	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	2020 BUDGET
Personnel Salaries	926,194	1,059,634	1,071,652	1,088,513	1,097,999
Personnel Benefits	249,300	297,469	373,226	369,350	304,417
Supplies	95,415	107,815	159,753	167,533	138,936
Services & Charges	448,849	461,723	538,543	582,218	937,297
Interfund Charges	169,601	586,510	511,993	646,416	719,811
Capital Outlay	-	-	15,692	55,000	55,000
Total Expenditures	1,889,359	2,513,151	2,670,859	2,909,030	3,253,460

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2019 Annual Budget Amendments

ATTACHMENTS:

1. Draft Ordinance No. 19-109
2. Appendix A 2019 Amended Annual Budget

FOR AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 7, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

☒ Legal TS

☒ Finance Baw

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this Agenda Item is for the City Council to consider Draft Ordinance 19-109, amending the 2019 Annual Budget.

Suggested Motion

FIRST MOTION: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 19-109 on first reading."

SECOND MOTION: "I move to enact Draft Ordinance No. 19-109 relating to municipal finance, amending the 2019 Annual Budget adopted in Ordinance No. 1710."

Background

The current revenues and expenditures for the City differ from forecasts used to create the 2019 budget, enacted by Ordinance No. 1710 and such differences justify certain adjustments regarding obligations incurred and expenditures of proceeds for fiscal year 2019.

Discussion

Changes to the 2019 Annual Budget

The 2019 budget presented last November 8, 2018 was based upon an estimated carry-forward fund balances from 2018 estimated year-end fund balances. Appendix “A” shows the amended 2019 beginning fund balances, which are the actual 2018 ending fund balances.

Below are the additional changes to the 2019 amended budget:

GENERAL FUND

Total Change in Revenues = \$702,827 increase

1. Tax Revenues

\$398,530 increase

The One-time Sales and B & O tax revenues are expected to increase - \$300,000.

The total projected 2019 sales tax and B&O tax revenues are \$800,000. These revenues are from the “one time” construction projects, with assessed valuation greater than \$15 million.

Other tax revenues increases:

Sales & B & O Taxes	\$188,750
Leasehold Excise Taxes	\$ 10,000
Utility Taxes	\$ (5,220)
Gambling Taxes	\$ (95,000)

2. Licenses and Permits

\$ 7,000 decrease

Franchise Fees	\$(30,000)
Business License Fees	\$ 23,000

3. Fines & Forfeits

\$156,000 decrease

One-time Red Light Running program	\$(200,000)
Municipal Court Revenues	\$ 44,000

4. Charges for Service

\$211,404 increase

Sound Transit	\$ 91,624
SCORE Processing Fees	\$ (7,500)
Normandy Park Court Services	\$ (3,000)
Normandy Park Senior Services	\$ 12,300
Jail Revenues (Electronic Home Monitoring)	\$ 200
School Resource Officer	\$ 26,700
False Alarms Fees	\$ 15,000
Park Maintenance Revenues	\$ 15,000

- | | |
|--|---------------------------|
| Senior Services and Recreation – Program Revenues | \$ 61,080 |
| 5. <u>Marijuana Tax Shared Revenue</u> | \$67,500 increase |
| 6. <u>Grants:</u> | \$122,610 increase |
| Port of Seattle Grant | \$ 31,140 |
| Municipal Court DUI Grant | \$ 35,000 |
| Washington Administrator of the Courts – Interpreter | \$ 1,000 |
| Police Grants | \$ 3,470 |
| King County Veterans, Seniors, Human Svcs Levy | \$ 52,000 |
| 7. <u>Miscellaneous Revenues</u> | \$45,783 increase |
| Cingular Cell Tower Lease | \$ 19,000 |
| Sonju Rental | \$ (5,315) |
| Facility Rentals | \$ 17,993 |
| Contributions and donations | \$ 3,395 |
| Insurance recoveries | \$ 9,960 |
| Other miscellaneous revenue | \$ 750 |
| 8. <u>Interest Revenue</u> | \$20,000 increase |

Total Change in Expenditures = \$1,276,844 increase

- | | |
|---|---------------------------|
| 9. <u>Salary, overtime and benefit changes</u> | \$742,128 increase |
| Change includes: a) Limited Term Assistant Police Chief - \$83,300; b) Limited Term HR Intern - \$35,000; c) Added IT Technician position - \$22,700; d) Added Recreation Specialist, Events & Facility Rentals - \$54,000; e) Increase in overtime for the Police Department - \$60,000 and f) cost-of-living and benefit adjustments for exempt, general and police guild employees - \$487,128. | |
| 10. <u>City Manager</u> | \$32,923 decrease |
| Change includes a) Port of Seattle grant - \$65,780; b) Additional professional services for marina redevelopment - \$5,000; c) Increase for election and voter registration costs - \$23,600; d) Increase in communication costs for copier, postage and City Currents - \$11,340; e) Increases in miscellaneous memberships of \$2,797; f) A decrease for the Metro Shuttle services - \$108,440; and g) A decrease in Emergency Management professional services - \$33,000. | |
| 11. <u>Finance & Information Technology</u> | \$90,108 increase |
| Change includes a) Finance department remodel - \$50,308; b) Additional professional services for interim staffing of the Finance Manager's position - \$37,800; and c) Auditing software to log file activity on servers - \$2,000. | |
| 12. <u>Municipal Court</u> | \$35,000 increase |
| Change is to account for DUI Court program. | |
| 13. <u>Police Department</u> | \$26,476 increase |
| Change to account for an increase in small tools and equipment for items purchased to equip new police officers. | |

14. **Parks Maintenance** **\$77,000 increase**
Change includes a) Downtown beautification project - \$45,000; and b) Landscaping contract phase out took more time than originally planned - \$32,000.
15. **Senior and Human Services** **\$44,537 increase**
Change includes a) Amendment to the Wesley contract for senior services - \$36,000; b) Increase in operating supplies for senior service programs; and c) Funding to South King County Housing & Homeless Partners
16. **Adjustments to Interfund Charges to Internal Service Funds** **\$9,017 decrease**
17. **One-time Expenditures** **\$300,000 increase**
Increase transfer of One-time Sales and B & O tax fund from \$500,000 to \$800,000
18. **Transfers Out - Debt Service** **\$2,660 increase**
19. **Transfers Out – Capital** **\$875 increase**
Change includes a) No transfers out for Parking/Event Signs or Redondo Paid Parking decrease of \$100,000; b) Transfers out for Senior Services Van purchased with King County Veterans, Senior and Human Service Levy - \$70,000; and c) Transfers out for park equipment - \$30 875.

STREETS FUND

Total Change in Revenues = \$8,000

1. **Interest Revenue** **\$5,000 increase**
2. **Transfer in from Automated Speed Enforcement Fund for Sidewalk Program** **\$3,000 increase**

Total Change in Expenditures = \$45,621

3. **Salaries, Overtime and Benefits** **\$8,621 increase**
Increase reflects cost of living adjustments, benefit changes and an increase in overtime due to the snow event earlier this year.
4. **Operating Supplies** **\$25,000 increase**
This increase is due to materials purchased during the snow event earlier this year.
5. **Repairs and Maintenance** **\$12,000 increase**
This increase is for anticipated tree removals and the Woodmont Project Tree Restoration. Public Works is seeing an increase in hazardous tree removals.

ARTERIAL STREET PAVEMENT FUND

Total Change in Revenues = \$(286,000)

1. **Transfer In – Transportation Benefit District** **\$300,000 decrease**
The \$300,000 in Transportation Benefit District revenues will be used to fund the South 216th project which is in the Transportation Capital Improvement Fund.

2. **Interest Revenue** **\$14,000 increase**

Total Change in Expenditures = \$(148,000)

3. **Pavement Program** **\$148,000 decrease**
Decrease amount program for the pavement overlay program per the 2020-2025 Capital Improvements Plan (CIP).

DEVELOPMENT FUND

Total Change in Revenues = \$(973,333)

1. **Building Permits, Plan Review, and Engineering Fees** **\$1,010,333 decrease**
Budget projection for revenues was too high. Two projects anticipated in 2019 have been moved to 2020 - Wesley Homes and Highline Place II.

2. **Interest Revenue** **\$37,000 increase**

Total Change in Expenditures = \$(293,573)

3. **Planning & Development Division** **\$68,345 decrease**
Salary & benefit savings for vacant Planning Assistant position.
4. **Engineering & CIP Services Division** **\$225,228 decrease**
A decrease in salary & benefits of \$250,228 for the Engineering Technician position planned for Sound Transit, which is not needed and an increase of \$25,000 for additional transportation project management services.

REDONDO ZONE FUND

Total Change in Expenditures = \$64,532

1. **Security Patrol Services** **\$20,000 increase**
2. **Interfund Service Charges** **\$44,532 increase**
Increase in computer interfund replacement for replacement of parking pay station - \$29,532; and increase in Marina interfund maintenance for the Redondo Zone - \$15,000.

WATERFRONT ZONE FUND

Total Change in Revenues = \$26,470

1. **Parking Fees and Pass Revenues** **\$16,100 increase**
2. **Insurance Recoveries** **\$10,370 increase**

PBPW AUTOMATION FEE FUND

Total Change in Revenues = \$29,500

1. **Automation Fee Revenue** **\$25,000 increase**
2. **Interest Revenue** **\$4,500 increase**

AUTOMATED SPEED ENFORCEMENT (ASE) FUND

Total Change in Revenues = \$(91,500)

1. **ASE School Zone Revenue** **\$100,000 decrease**

2. Interest Revenue \$8,500 increase

Total Change in Expenditures = \$(187,000)

3. Annual Sidewalk Program \$3,000 increase
Adjust budget to the 2020-2025 CIP
4. Transfers out for S. 223rd Walkway Improvements \$150,000 decrease
Adjust budget to the 2020-2025 CIP
5. Transfers out for S. 220th St & S. 199th Street Improvements \$40,000 decrease

TRANSPORTATION BENEFIT DISTRICT FUND

Total Change in Expenditures = \$(20,000)

1. Transfer out to Fund 102 for Pavement Overlay Program \$300,000 decrease
2. Transfer out to Fund 319 for S. 216th Street Improvement \$280,000 increase

REET 1 ELIGIBLE DEBT FUND

Total Change in Revenues = \$1,710

- Transfer in from General Fund for Debt Service \$1,710 increase

2018 LTGO & REFUNDING BOND FUND

Total Change in Revenues = \$35,000

1. Interest Revenue \$35,000 increase

Total Change in Expenditures = \$92,000

2. Transfers-Out to Fund 310 for North Bulkhead Project \$92,000 increase
This completes the transfer of bond funds to the Municipal Capital Improvement (MCI) Fund for the North Bulkhead construction project.

REET 1 HOLDING FUND

Total Change in Revenues = \$445,000

1. REET 1 Revenues \$420,000 increase
2. Interest Revenues \$17,000 increase
3. Transfers in from Fund 305 \$8,000 increase

Total Change in Expenditures = \$96,000

4. Transfers out to adjust budget to the 2020-2025 CIP \$96,000 increase
- | | |
|---|-------------|
| Sun Home Lodge Rehab | \$ 1,000 |
| Marina Redevelopment | \$ 130,000 |
| 24 th Ave S Midblock Pedestrian Crossing | \$ 39,000 |
| S. 216 St. Improvements | \$ 100,000 |
| Court & Police Security Improvements | \$ 10,000 |
| Founders Lodge | \$(184,000) |

REET 2 HOLDING FUND

Total Change in Revenues = \$438,000

1. REET 1 Revenues \$420,000 increase

2. **Interest Revenues** **\$18,000 increase**

Total Change in Expenditures = \$395,000

3. **Transfers out to adjust budget to the 2020-2025 CIP** **\$395,000 increase**

Kiddie Park Play Equipment	\$ 5,000
N. Lot Restrooms, Plazas & Promenade	\$(208,000)
S. 216 St. Improvements	\$ 105,000
Redondo Floats	\$ (24,000)
SJU Playground Equipment	\$ 474,000
Redondo Restroom & Plaza	\$ (10,000)
Wooten Park Play Equipment	\$ 76,000
Westwood Play Equipment	\$ (23,000)

PARK LEVY FUND

Total Change in Expenditures = \$8,000

• **Transfers out to Fund 301** **\$8,000 increase**

PARK IN-LIEU FUND

Total Change in Revenues = \$79,580

1. **Park in Lieu Revenue** **\$71,580 increase**

2. **Interest Revenues** **\$8,000 increase**

Total Change in Expenditures = \$377,000

3. **Transfers out to adjust budget to the 2020-2025 CIP** **\$377,000 increase**

Des Moines Waterfront Vista	\$ 319,000
Mary Gay Park	\$ 25,000
Sonju Park	\$ 33,000

ONE-TIME SALES/B & O TAX FUND

Total Change in Revenues = \$330,000

1. **Transfers in from General Fund for One-Time Taxes** **\$300,000 increase**

2. **Interest Revenues** **\$30,000 increase**

Total Change in Expenditures = \$180,000

3. **Transfers out to adjust budget to the 2020-2025 CIP** **\$180,000 increase**

Mary Gay Park	\$ 4,000
Property Acquisition	\$ (25,000)
Sonju Park	\$ 21,000
N. Lot Restrooms, Plaza & Promenade	\$(500,000)
Downtown Alley Improvements	\$ 17,000
Beach Park Bulkhead and Promenade	\$ 63,000
Puget Sound Gateway – SR509 Extension	\$ 400,000
S. 216 St. Improvements	\$ 200,000

MUNICIPAL CAPITAL IMPROVEMENT FUND***Total Change in Revenues = \$(2,170,000)*****1. Revenues adjusted to 2020-2025 CIP****\$2,170,000 decrease*****Total Change in Expenditures = \$(2,674,000)*****2. Project expenditures adjusted to the 2020-2025 CIP****\$2,674,000 decrease**

Kiddie Park Play Equipment	\$ (10,000)
Westwood Play Equipment	\$ (23,000)
Field House Play Field/Skate Park	\$ (187,000)
Mary Gay Park	\$ 4,000
Beach Park Bulkhead and Promenade	\$ 63,000
Redondo Floats	\$ (94,000)
Redondo Fishing Pier	\$ (10,000)
SJU Park Play Equipment	\$ 729,000
Sonju Park	\$ 54,000
Midway Park Acquisition	\$ 60,000
N. Bulkhead Project	\$(2,543,000)
N. Lot Restrooms, Plaza & Promenade	\$ (708,000)
Marina Redevelopment	\$ 208,000
Financial System Replacement	\$ (202,000)
Marina Messaging Signs	\$ (50,000)
Police HVAC replacement	\$ 1,000
Sun Home Lodge	\$ 1,000
Wooten Park Play Equipment	\$ 26,000
Des Moines Waterfront Vista	\$ 7,000

TRANSPORTATION CAPITAL IMPROVEMENT FUND***Total Change in Revenues = \$730,000*****1. Revenues adjusted to 2020-2025 CIP****\$730,000 increase*****Total Change in Expenditures = \$616,000*****2. Project expenditures adjusted to the 2020-2025 CIP****\$616,000 increase**

S. 216 St. Improvements	\$ 1,107,000
Downtown Alley Improvements	\$ 232,000
Barnes Creek Trail	\$ 124,000
16 th Ave S	\$ (279,000)
24 th Ave Sidewalk	\$ (436,000)
Redondo Paid Parking	\$ (50,000)
S. 223 rd Walkway Improvements	\$ (150,000)
Arterial Traffic Calming	\$ 104,000
S. 220 th St & S. 199 th Street Improvements	\$ (120,000)
DMMD & S. 200 th St Signal Improvements	\$ (25,000)
24 th Ave S Midblock Pedestrian Crossing	\$ 109,000

TRAFFIC IN LIEU FUND***Total Change in Expenditures = \$(250,000)***

- **Transfers out to adjust budget to the 2020-2025 CIP** **\$250,000 decrease**

Marine View Dr/S. 240 th St. Improvement	\$ (50,000)
30 th Ave S. Improvements	\$ (200,000)

TRAFFIC IMPACT - CITYWIDE FUND***Total Change in Expenditures = \$445,732***

- **Transfers out to adjust budget to the 2020-2025 CIP** **\$445,732 increase**

S. 216 St. Improvements	\$ 266,000
Pacific Ridge Traffic Impact Fund	\$ 279,732
DMMD & S. 200 th St Signal Improvements	\$ (25,000)
Midway Elem SRTS	\$ (75,000)

TRAFFIC IMPACT – PACIFIC RIDGE FUND***Total Change in Revenues = \$279,732***

- **Transfers in to account for TIF for Pacific Ridge** **\$279,732 increase**

MARINA OPERATING FUND***Total Change in Expenditures = \$(610,897)***

1. **Transfers out to adjust budget to the 2020-2025 CIP** **\$560,000 decrease**

N. Bulkhead	\$ (500,000)
Electrical	\$ 60,000
Marina Dock Replacement	\$ (190,000)
Fuel & Electrical Replacement	\$ 70,000
2. **Operating expenses** **\$50,897 decrease**

MARINA CIP FUND***Total Change in Revenues = \$(60,000)***

1. **Transfers in from Operating Fund** **\$60,000 decrease**

Total Change in Expenditures = \$(560,000)

2. **Project expenses adjusted to 2020-2025 CIP** **\$560,000 increase**

N. Bulkhead	\$ (500,000)
Dock Electrical Replacement Program	\$ 60,000
Fuel & Electrical Replacement	\$ (120,000)

SURFACE MANAGEMENT CIP***Total Change in Revenues = \$34,000***

1. **Transfers in from Operating Fund** **\$34,000 increase**

Total Change in Expenditures = \$383,000

2. **Project expenses adjusted to 2020-2025 CIP** **\$383,000 increase**

Barnes Creek/KDM Rd Culvert	\$ 259,000
24 th Ave Pipe Replacement	\$ (64,000)
251 st St Storm Outfall	\$ 55,000
Deepdene Outfall	\$ 86,000

S. 223 rd Stormwater Improvements	\$ 1,000
Pond Safety Improvements	\$ 7,000
6 th Ave/239 th Pipe Replacement	\$ (149,000)
8 th Ave Pipe (264 th to 265 th)	\$ (194,000)
14 th Ave (268 th to 272 nd) Pipe Upgrade	\$ (94,000)
N Fork McSorley Ck Diversion	\$ 106,000
Soundview Dr/Redondo Beach Dr Pipe Upgrade	\$ 57,000
10 th Ave Pipe Replacement	\$ 8,000
DMMD/200 th Stormwater Extension	\$ 220,000
S 25 th Pipe Replacement	\$ 85,000

EQUIPMENT RENTAL OPERATIONS FUND

Total Change in Expenditures = \$101,946

1. **Salaries and benefits** **\$45,514 increase**
Cost-of-living and benefit adjustments and correction to allocation of staff's time.
2. **Fuel Expense** **\$56,432 increase**

EQUIPMENT RENTAL REPLACEMENT FUND

Total Change in Revenues = \$153,201

1. **Transfers in from General Fund for equipment** **\$100,875 increase**
2. **Interfund Assessments from Other Funds for equipment** **\$52,326 increase**

Total Change in Expenditures = \$254,214

3. **Authorized Equipment Purchases** **\$254,214 increase**

Storm water equipment	\$ 63,610
Streets equipment	\$ 41,740
Senior Services Van	\$ 70,000
Marina equipment	\$ 47,989
Parks equipment	\$ 30,875

COMPUTER REPLACEMENT FUND

Total Change in Revenues = \$47,393

1. **Interest Revenues** **\$12,400 increase**
2. **Interfund Assessments for computer replacements** **\$34,993 increase**

Total Change in Expenditures = \$134,690

3. **Transfers out for financial management system replacement** **\$93,000 increase**
4. **Network, Server and Computer equipment replacements** **\$41,690 increase**

SELF INSURANCE FUND***Total Change in Revenues = \$16,500***

- | | |
|-------------------------------------|--------------------------|
| 1. Interest Revenues | \$6,500 increase |
| 2. <u>Insurance Recovery</u> | \$10,000 increase |

Total Change in Expenditures = \$57,704

- | | |
|-------------------------------------|--------------------------|
| 3. <u>Insurance Expense</u> | \$27,704 increase |
| 4. <u>Settlement Expense</u> | \$30,000 increase |

Recommendation or Conclusion

Staff recommends council approves the transfers and changes to the operating and capital budgets.

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CITY ATTORNEY'S FIRST DRAFT 11/04/2019

DRAFT ORDINANCE NO. 19-109

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to municipal finance, amending Ordinance No. ~~1692~~—~~1710~~ (uncodified) (Budget ~~2018~~2019) ~~and 1681~~, 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 ~~2018-2019~~ budget, enacted by Ordinance No. ~~1692~~—~~1710~~ ~~and amended by Ordinance No. 1681~~, and further finds that such differences justify certain adjustments regarding obligations incurred and expenditures of proceeds for fiscal year ~~2018~~2019, and

WHEREAS, the City Council finds that the ~~2018-2019~~ 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. Findings. Each and every of the findings expressed in the recitals to this Ordinance are hereby adopted and incorporated by reference.

Sec. 2. Amendment to ~~2017-2019~~ Budget. Appendices "A" ~~and "B"~~ of Ordinance No. ~~1668~~~~92~~—~~1710~~ (uncodified) (~~2019~~8 Budget) ~~as amended by Ordinance No. 1681~~ are amended by Appendix "A" ~~and Appendix "B"~~ 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 or 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 other provisions of the Des Moines Municipal Code, this Ordinance deems control.

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

PASSED BY the City Council of the City of Des Moines this _____ day of _____, 2019~~8~~ and signed in authentication thereof this _____ day of _____, 201~~8~~2019.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

Published: _____

APPENDIX A 2019 AMENDED OPERATING AND CAPITAL BUDGET

2019 ORIGINAL BUDGET - ORDINANCE NO. 1710

APPROPRIATED FUNDS	2019 ORIGINAL BUDGET				CHANGE IN BUDGET		2019 AMENDED BUDGET			
	BEGINNING BALANCE	REVENUE	EXPENDITURE	ENDING BALANCE	REVENUE	EXPENDITURE	ACTUAL BEGINNING BALANCE	REVENUE	EXPENDITURE	AMENDED ENDING BALANCE
GENERAL FUND	4,946,525	24,113,425	24,781,677	4,278,273	702,827	1,276,844	5,743,219	24,816,252	26,058,521	4,500,950
STREETS	771,356	1,683,608	1,677,883	777,081	8,000	45,621	748,129	1,691,608	1,723,504	716,233
ARTERIAL STREET PAVEMENT	1,071,232	1,083,800	926,000	1,229,032	(286,000)	(148,000)	1,172,531	797,800	778,000	1,192,331
DEVELOPMENT	4,446,615	2,906,742	3,115,952	4,237,405	(973,333)	(293,573)	4,699,442	1,933,409	2,822,379	3,810,472
POLICE DRUG SEIZURE	10,446	1,000	1,000	10,446	-	-	22,040	1,000	1,000	22,040
HOTEL-MOTEL TAX	(3,491)	112,000	112,000	(3,491)	-	-	21,376	112,000	112,000	21,376
REDONDO ZONE	36,433	93,150	54,429	75,154	-	64,532	38,607	93,150	118,961	12,796
WATERFRONT ZONE	190,729	198,600	110,729	278,600	26,470	-	50,590	225,070	110,729	164,931
PBPW AUTOMATION FEE	295,895	100,000	90,881	305,014	29,500	-	314,976	129,500	90,881	353,595
URBAN FORESTRY	10,000	10,000	5,000	15,000	-	-	-	10,000	5,000	5,000
ABATEMENT	25,760	5,300	200	30,860	-	-	42,307	5,300	200	47,407
AUTOMATED SPEED ENFORCE (ASE)	375,147	350,000	482,000	243,147	(91,500)	(187,000)	370,517	258,500	295,000	334,017
TRANSPORTATION BENEFIT DISTRICT	158,827	944,000	931,328	171,499	-	(20,000)	170,233	944,000	911,328	202,905
REET 1 Eligible Debt	19,130	17,354	16,870	19,614	1,710	-	19,331	19,064	16,870	21,525
REET 2 Eligible Debt	38,570	247,102	246,668	39,004	-	-	73,310	247,102	246,668	73,744
2018 LTGO Debt Service	1,964,004	228,000	2,150,050	41,954	35,000	92,000	1,988,952	263,000	2,242,050	9,902
REET 1 Holding	1,271,111	562,000	355,915	1,477,196	445,000	96,000	1,554,876	1,007,000	451,915	2,109,961
REET 2 Holding	871,639	507,000	818,102	560,537	438,000	395,000	1,336,103	945,000	1,213,102	1,068,001
Park Levy	4,757	57,000	54,000	7,757	-	8,000	8,310	57,000	62,000	3,310
Park In Lieu	620,810	125,000	249,000	496,810	79,580	377,000	620,281	204,580	626,000	198,861
One Time Sales Tax	1,345,537	500,000	706,000	1,139,537	330,000	180,000	2,075,828	830,000	886,000	2,019,828
Municipal Capital Improve	1,160,372	7,530,000	6,337,000	2,353,372	(2,170,000)	(2,674,000)	1,525,911	5,360,000	3,663,000	3,222,911
Transportation Capital Improve	1,396,346	7,936,000	8,195,000	1,137,346	730,000	616,000	1,576,617	8,666,000	8,811,000	1,431,617
Traffic In Lieu	395,978	1,815,750	1,750,000	461,728	-	(250,000)	110,607	1,815,750	1,500,000	426,357
Traffic Impact - City Wide	1,575,929	1,086,000	2,157,000	504,929	-	445,732	1,714,199	1,086,000	2,602,732	197,467
Traffic Impact - Pac Ridge (S)	296,859	1,500	-	298,359	279,732	-	299,628	281,232	-	580,860
Marina O&M	1,927,028	4,333,286	4,794,355	1,465,959	-	(610,897)	1,488,556	4,333,286	4,183,458	1,638,384
Marina CIP	765,957	590,000	875,000	480,957	(60,000)	(560,000)	967,744	530,000	315,000	1,182,744
Marina Debt	942,777	782,575	782,575	942,777	-	-	677,775	782,575	782,575	677,775
SWM O&M	2,226,110	4,141,914	4,920,940	1,447,084	-	-	4,042,150	4,141,914	4,920,940	3,263,124
SWM CIP	1,391,107	1,770,050	1,705,000	1,456,157	34,000	383,000	1,247,198	1,804,050	2,088,000	963,248
EQUIPMENT RENTAL OPERATIONS	286,772	526,185	490,548	322,409	-	101,946	360,812	526,185	592,494	294,503
EQUIPMENT RENTAL REPLACEMENT	1,761,845	721,238	681,000	1,802,083	153,201	254,214	4,256,533	874,439	935,214	4,195,758
FACILITY REPAIR & REPLACEMENT	336,220	311,641	523,000	124,861	-	-	676,148	311,641	523,000	464,789
COMPUTER REPLACEMENT	625,957	389,311	122,744	892,524	47,393	134,690	1,137,306	436,704	257,434	1,316,576
SELF INSURANCE	650,217	714,120	673,556	690,781	16,500	57,704	695,770	730,620	731,260	695,130
UNEMPLOYMENT INSURANCE	417,457	73,181	30,000	460,638	-	-	497,992	73,181	30,000	541,173
	34,627,963	66,567,832	70,923,402	30,272,393	(223,920)	(215,187)	42,345,904	66,343,912	70,708,215	37,981,601

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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 to consider Draft
Ordinance 19-106 amending the Des Moines 2035
Comprehensive Plan and Preferred Land Use Map

ATTACHMENTS:

1. Draft Ordinance 19-106
2. Staff Report

FOR AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: November 4, 2019

CLEARANCES:

- [X] Community Development SMC
 [] Marina _____
 [] Parks, Recreation & Senior Services _____
 [X] Public Works PPC

CHIEF OPERATIONS OFFICER: DJS

- [X] Legal YG
 [] Finance _____
 [] Courts _____
 [] Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this Agenda Item is for the City Council to hold a public hearing for the consideration of Draft Ordinance No. 19-106 (Attachment 1) that would amend the Des Moines 2035 Comprehensive Plan codified in Chapter 18.05 and Chapter 18.25 Des Moines Municipal Code (DMMC). The Washington State Department of Commerce 60-day review period for the proposal on December 12, 2019; therefore, the effective date of the ordinance is 30 days (December 14, 2019).

Suggested Motions

Motion 1: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No 19-106 on first reading."

Motion 2: "I move to enact Draft Ordinance No. 19-106 enacting the 2019 amendments to *Des Moines 2035: Charting Our Course for a Sustainable Future* and amending Chapters 18.05 and 18.25 DMMC."

Background

The comprehensive plan *Des Moines 2035 – Charting Our Course for a Sustainable Future* is the City’s official statement with respect to its vision for future growth and development. It identifies goals, policies, and strategies for maintaining the health, welfare, and quality of life of the Des Moines’ residents. The comprehensive plan is comprised of individual elements addressing land use, transportation, environment, capital facilities, utilities and public services, parks, recreation and open space, housing, economic development, neighborhoods and public health.

The 1990 Growth Management Act is codified in RCW 36.70A. It requires, among other things, that “cities ... take action to review and, if needed, revise their ***comprehensive plans*** and development regulations (*emphasis added*) to ensure the plan and regulations comply with the requirements of this chapter . . . Any amendment of or revision to development regulations shall be consistent with and implement the comprehensive plan.”

Chapter 18.25 Comprehensive Plan of the Des Moines Municipal Code sets forth the process and standards of review that must be used by staff and City Council in analyzing proposed amendments to the Comprehensive Plan and associated maps, including initiation of amendments, schedule for initiation and review of amendments, contents for application for amendment and decision criteria. Applications for amendment of the City of Des Moines Comprehensive Plan may be submitted between January 1st and June 30th of each calendar year (DMMC 18.25.060(1)). Consistent with the provisions of DMMC 18.20.080A, the Comprehensive Plan amendments are considered Type VI land use actions and require a public hearing before the City Council.

Discussion

The docket for the 2019 comprehensive plan amendments includes three (3) City staff initiated housekeeping amendments.

2019-1: Preferred Land Use Map Amendment #1 – On March 28, 2019, the Des Moines City Council approved the Havenwood Park PUD Subdivision which included a new park, trail and associated wetland. Havenwood Park and associated wetland and trail was subsequently deeded to the City on July 11, 2019. The amendment makes the preferred land use consistent with the use of the properties as a park, trail and conservancy/open space area. The Havenwood Park Homeowners Association is responsible for the park and landscape maintenance per the recorded covenants, conditions and restrictions.

2019-2 Chapter 4: Conservation and Environment Element – Text amendments to add the ordinance number and adoption date for the City’s Shoreline Master Program Periodic Review and edit a policy relating to the periodic review schedule.

2019-3 Chapter 6: Parks, Recreation and Open Space Element – Text amendments to update the number of parks and park acreage, including Tables PR 13.3.2 Existing Neighborhood Parks to add Havenwood Park and Table PR 13.3.6 Existing Conservancy Parks/Open Space to add Havenwood Park Wetlands and Trail.

A staff report associated with the proposed amendments is provided as Attachment 2.

Alternatives

The City Council may:

1. Approve Draft Ordinance No. 19-106.
2. Amend Draft Ordinance No. 19-106.

Financial Impact

The proposed comprehensive plan amendments will allow for appropriate development and further the economic vision for the City by promoting development in a manner that strengthens community sustainability, livability, business vitality, and housing capacity.

Recommendation or Conclusion

Staff recommends that the City Council enact Draft Ordinance No. 19-106.

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CITY ATTORNEY'S FIRST DRAFT 11/04/2019**DRAFT ORDINANCE NO. 19-106**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, adopting the 2019 amendments to the *Des Moines 2035: Charting Our Course for a Sustainable Future* (the Comprehensive Plan) and amending chapters 18.05 and 18.25 DMMC.

WHEREAS, the Growth Management Act requires, among other things, that "cities ... take action to review and, if needed, revise their *comprehensive plans (emphasis added)* and development regulations to ensure the plan and regulations comply with the requirements of this chapter . . . Any amendment of or revision to development regulations shall be consistent with and implement the comprehensive plan," and

WHEREAS, the goals and policies for growth and the provision of services are guided by GMA requirements and are based in part upon state and regional goals, and reflect the vision and goals of elected officials, community advisory groups and citizens, and

WHEREAS, pursuant to chapter 18.25 DMMC, Comprehensive Plan amendments are legislative (Type VI) land use decisions and require the City Council to conduct a public hearing to receive public comment regarding the amendments, and

WHEREAS, each amendment of the Comprehensive Plan was processed in accordance with the requirements of the State Environmental Policy Act (chapter 197-11 WAC) and public hearings were conducted in accordance with law, and

WHEREAS, notice was given to the Washington State Department of Commerce of these amendments as required by chapter 36.70A RCW, and

WHEREAS, the City provided notice of the public hearing on October 28, 2019, fixing the public hearing for November 14, 2019 and

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

Draft Ordinance No. 18-105

Ordinance No. _____
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THE CITY COUNCIL OF THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

Sec. 1. DMMC 18.05.050 and section 3 of Ordinance No. 1469 as amended by section 2 of Ordinance No. 1528, as amended by section 2 of Ordinance No. 1551, as amended by section 1 of Ordinance No. 1623, as amended by section 1 of Ordinance No. 1664, as amended by section 1 of Ordinance No. 1712 are amended to read as follows:

Preferred land use map designation.

The map filed in the City Clerk's office and marked Exhibit "B" to Ordinance No. 1469 and adopted November 12, 2009, as amended by Exhibit "B" to Ordinance No. 1528, as amended by Exhibit "B" to Ordinance No. 1551, as amended by Exhibit "B" to Ordinance No. 1623, as amended by Exhibit "B" to Ordinance No. 1664, as amended by Exhibit "B" to Ordinance No. 1712, is amended as described in Exhibit "B" to Draft Ordinance No. 19-106 and constitutes the comprehensive land use map, also referred to as the preferred land use map, for the City. The map referenced herein supersedes all previously adopted preferred land use maps.

Sec. 2. DMMC 18.25.120 and section 3 of Ordinance No. 1623, as amended by section 2 of Ordinance No. 1664, as amended by section 2 of Ordinance No. 1712 are amended to read as follows:

18.25.120 Comprehensive Plan amendments. There is adopted by reference a Comprehensive Plan, on file with the City Clerk, as subsequently amplified, augmented and amended pursuant to the provisions in this Title, as identified below.

- (1) Chapter 1: Introduction;
- (2) Chapter 2: Land Use Element;
- (3) Chapter 3: Transportation Element;

Ordinance No. _____
Page 3 of 5

(4) Chapter 4: Conservation and Environment Element;

(a) 2019 Amendment: Selected portions of this element of the Comprehensive Plan are amended as described in Exhibit "A" to Draft Ordinance No. 19-106.

(5) Chapter 5: Capital Facilities, Utilities, and Public Services Element;

(a) 2018 Amendment: Selected portions of this element of the Comprehensive Plan are amended as described in Exhibit "A" to Ordinance No. 1712;

(6) Chapter 6: Parks, Recreation, and Open Space Element;

(a) 2016 Amendment: This element of the Comprehensive Plan is amended as described in Exhibit "A" to Ordinance No. 1664.

(b) 2018 Amendment: Selected portions of this element of the Comprehensive Plan are amended as described in Exhibit "A" to Ordinance No. 1712;

(c) 2019 Amendment: Selected portions of this element of the Comprehensive Plan are amended as described in Exhibit "A" to Draft Ordinance No. 19-106.

(7) Chapter 7: Housing Element;

(8) Chapter 8: Economic Development Element;

(9) Chapter 9: North Central Neighborhood Element;

(10) Chapter 10: Marina District Element;

(11) Chapter 11: Pacific Ridge Element;

(12) Chapter 12: Healthy Des Moines Element;

Ordinance No. _____
 Page 4 of 5

(13) Appendix A: City of Des Moines Buildable Lands Report;

(14) Appendix B: Transportation Technical Memorandum;

(15) Appendix C: City of Des Moines Housing Inventory and Needs Assessment.

Sec. 3. 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. 4. Effective date. This Ordinance shall take effect and be in full force thirty (30) days after its final passage by the Des Moines City Council in accordance to law.

PASSED BY the City Council of the City of Des Moines this _____ day of _____, 2019 and signed in authentication thereof this _____ day of _____, 2019.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

Ordinance No. _____
Page 5 of 5

City Clerk

Published:

EXHIBIT A



The GMA requires that the City of Des Moines designate its critical areas and develop policies and development regulations to protect the functions and values of critical areas using “best available science” (BAS). As defined in WAC 365-195-905, BAS is information that (1) state or federal natural resource agencies have determined represents the best available science, (2) was derived from consultation with qualified scientific expert(s), or (3) was produced through a

valid scientific process. A valid scientific process should have the following characteristics: peer review, methods, logical conclusions and reasonable inferences, quantitative analysis, context, and references.

The *City of Des Moines Critical Areas Inventory: Wetland, Stream and Habitat Elements* (2006) and map folio, along with the *Shoreline Master Program* (~~2011~~2019) and *Surface Water Management Comprehensive Plan* (2015) provide the background data for this element. The City’s natural resource inventory is supplemented on an ongoing basis by technical information that is provided through individual project reviews or special studies.

GOALS

- Goal CE 1** *Protect, improve, and sustain environmental quality through best management practices and the use of best available science.*
- Goal CE 2** *Protect environmentally critical areas from damage caused by encroachment and development.*
- Goal CE 3** *Maintain and monitor a shoreline master program, consistent with state law, to enhance and protect the quality of the shoreline environment consistent with the best available science.*
- Goal CE 4** *Prevent flooding, erosion, sedimentation, water quality, and habitat degradation, and to protect, restore, and enhance water quality of all surface waters (streams and shorelines).*
- Goal CE 5** *Protect fish and wildlife species and habitats with emphasis on those identified by the State and Federal governments as endangered, threatened, or sensitive resources.*
- Goal CE 6** *Maintain a solid waste system that bases its primary means of solid waste disposal on the principles of reduction, reuse, and recycling.*
- Goal CE 7** *Promote the conservation of energy in the location and design of public and private development.*

- CE 2.2.1 Regulate development on bluffs and ravine sidewalls to insure human safety, health and welfare, and to restore and preserve other functions served by bluffs and ravines.
- CE 2.2.2 Limit development proposals and land disturbance on potentially unstable land, such as erosion, landslide, and seismic hazard areas, to insure safety and conformity with existing natural constraints.
- CE 2.2.3 Seek public acquisition of environmentally critical areas that have outstanding valuable natural functions and aesthetic assets.
- CE 2.2.4 Require the issuance of a permit and critical area review by the City prior to any construction or land disturbing activity that would occur in or adjacent to, or would likely affect a critical area.
- CE 2.2.5 Where valid or complete scientific information is not available, the City shall take a precautionary or no risk approach, in which development and land use activities are strictly limited until the uncertainty is sufficiently resolved (as stated in WAC 365-195-920). As an interim approach the City should take an effective adaptive management approach, where the results of land use decisions are scientifically evaluated as to their impacts on critical areas.
- CE 2.3 Ensure that stream and wetland buffers are of adequate size to protect critical wildlife species and habitat.
 - CE 2.3.1 Identify and delineate wetlands and their boundaries pursuant to in accordance with the approved federal wetland delineation manual and applicable regional supplements (WAC 173-22-035).
- CE 2.4 Promote the preservation of native vegetation and mature trees, revegetation, and appropriate landscaping to improve air and water quality and fish and wildlife habitat.
 - CE 2.4.1 Regulate and plan land use and condition development proposals in ways that protect mature trees, native vegetation, stream flow, fish and wildlife habitat, groundwater recharge, and air quality, as well as natural topographic, geologic, and hydrologic features.
- CE 2.5 Balance the City's goals of protecting environmentally critical areas with the other social, cultural, and economic goals of the City of Des Moines Comprehensive Plan.
 - CE 2.5.1 Identify environmentally critical areas and implement performance standards and development regulations for any proposed developments within or adjacent to them.

Shorelines

- CE 3.1 Provide protections for environmentally critical areas within shorelines, as designated by the City's Shoreline Management Program. Review and revise the City's Shoreline Management Program, at least every ~~five~~ eight years to ensure protection of the ecological functions and values of shorelines from cumulative adverse environmental impacts, and to ensure compliance with the requirements of the Growth Management Act.

- CE 3.1.1 The *Des Moines Shoreline Master Program* (SMP) update was adopted by the City Council Ordinance No. 1502 on January 27, 2011 and amended by Ordinance No. 1720 on July 11, 2019 and is codified in Title 16 Environment of the Des Moines Municipal Code.
- CE 3.1.2 Maintain and monitor the Shoreline Master Program to control and regulate development in the shoreline area.

Water Management

- CE 4.1 Analyze the chain of environmental impacts from public and private development proposals in context of the whole watershed. Approve, condition, restrict or deny development proposals based upon accurate and well-documented environmental information.
- CE 4.1.1 Implement the surface water management program to:
1. Enhance water quality and control flooding;
 2. Effectively use and maintain existing drainage facilities that provide fish and wildlife habitat;
 3. Satisfy all regulatory requirements and compliance schedules; and
 4. Identify and fund capital improvements.
- CE 4.1.2 Require that development proposals maintain surface water runoff rate, volume, and quality at pre-development levels.
- CE 4.1.3 Protect and improve surface and ground water quality by requiring development proposals to implement best management practices and other available technology for controlling point and non-point sources of pollution.
- CE 4.1.4 Promote ground water infiltration and minimize surface water runoff by requiring development proposals to mitigate impervious surfaces.
- CE 4.1.5 Grading and construction activities shall implement erosion control Best Management Practices and other development controls as necessary to reduce sediment and pollution discharge from construction sites to minimal levels.
- CE 4.1.6 Work with the Washington State Department of Ecology to implement the programs of the Puget Sound Water Quality Management Plan.
- CE 4.1.7 Study and consider incentives for residential and commercial property owners to maintain and enhance water quality.
- CE 4.2 Regulate significant land clearing, grading, and filling to minimize the area, time, and slope length of exposed soils, and to reduce on-site erosion and off-site sediment transport.
- CE 4.2.1 Limit significant clearing, grading, or filling operations prior to drainage and erosion/sedimentation plan approval and implementation.

Chapter 6: Parks, Recreation and Open Space Element

BACKGROUND AND CONTEXT

The Parks, Recreation, and Open Space Element contains goals and policies regarding how Des Moines parks, recreational facilities and open space will be acquired, designed, managed, and programmed. The City parks system contains ~~27-28~~ parks totaling ~~190.64~~194.28 acres of park land and 3.85 miles of trails (2015). These are made up of conservancy and open space, mini-parks, neighborhood parks, community parks, special/waterfront parks, trails, pathways, streetscapes and ROWs, and Interlocal City/School District facilities.

The goals and policies in this element are taken from, and must be consistent with, the City's Parks, Recreation, and Senior Services Master Plan also known as the PRO Plan, which is required by the Washington State Recreation and Conservation Office (RCO) to remain eligible for grant funding. This element also connects and supports other comprehensive plan elements, such as the Land Use Element (through discussion of quality of life and public health), Transportation Element (through the discussion of trails, bikeways, and paths), the Environment & Conservation Element (through the objectives on water conservation and recycling), and the Healthy Des Moines Element (through the discussion of healthy eating and active living).



Consistent with the Comprehensive Plan's framework for sustainability and healthy communities, this element plays an important role in promoting good public health. Park, waterfront, and recreation facilities provide opportunities for physical activity through the use of park, waterfront, trails and athletic fields and participation in a broad array recreation activities, programs and services, countering national trends toward physical inactivity and obesity. Studies have also shown that parks and recreation can provide mental health benefits, including reduction of depression and anxiety.

Background information for this element is found in the Parks, Recreation and Senior Services Master Plan (2016) which includes estimates of demand for parks, a needs assessment, as well as a discussion about opportunities to coordinate with other jurisdictions to provide parks, recreation, senior services, human services, health and wellness, cultural arts, historic preservation, tourism and aquatics. Refer to Sections 1 through 3 of the Master Plan for this information.

Goals

To ensure the Parks, Recreation and Senior Services Vision is achieved, the City has the following goals:

- Goal PR 1** *Provide adequate and accessible park, waterfront and recreation facilities that are responsive and inclusive to the diverse interests and needs of people of all ages, income levels, cultural or educational backgrounds, or physical abilities. Such recreational facilities should satisfy outdoor and indoor, active and passive recreational needs and be appropriately distributed throughout the community.*

PR 13.3.2 Existing Neighborhood Parks

Neighborhood Parks within Des Moines	Size (acres)
Dr. Shirley Gordon Park	0.88
Havenwood Park	0.67
Mary Gay Park	1.78
Midway Park	1.58
Parkside Park	4.04
Water Tower Park*	1.0
Wooton Park	2.24
Total Neighborhood Parks	11.5212.19

* Water Tower Park is leased from Highline Water District

PR 13.3.3 Existing Community Parks

Community Parks/Sports Complexes within Des Moines	Size (acres)
Des Moines Field House Park	5.2
Steven J. Underwood Memorial Park and Activity Center	21.6
Total Community Parks	26.8

*Zenith Park is leased from Highline School District

PR 13.3.4 Existing Regional Parks

Regional Parks within Des Moines	Size (acres)
Saltwater State Park*	88.0
Total Regional Parks	88.0

*Saltwater State Park is of waterfront resource of particular local significance to the residents of Des Moines and should be protected and preserved.

PR 13.3.5 Existing Special-Use Parks

Special- Use Parks within Des Moines	Size (acres)
Des Moines Beach Park and Tidelands	22.3
Marina, Fishing Pier and Tidelands	15.9
Redondo Park, Beach and Tidelands	3.94
Van Gasken Park	0.67
Total Special Parks	42.81

PR 13.3.6 Existing Conservancy Parks/Open Space

Conservancy Parks within Des Moines	Size (acres)
Barnes Creek Open Space and Trail	4.7
Bayview Wetlands	.74
Bluffs at Redondo	.27
Cameron's Crossing Open Space	7.35
Cedarbrook Wetlands	3.87
City Park	3.44
Des Moines Creek Park and Trail*	45.05
Des Moines Trace Open Space	.53
Graceview Wetlands/Open Space	4.24
<u>Havenwood Park Wetlands and Trail</u>	<u>2.97</u>
Landmarque Open Space	1.12
Massey Creek Plaza	.81
Mediterranean Heights Open Space	.27
Parkdale Open Space	.4
Parkside Wetlands	10.94
Sola Wetlands	3.77
Sonju Park	9.54
Sunset Gardens Open Space	.17
Wetland Tract	.27
Woodmont Park	9.98
<i>Total Conservancy Parks</i>	<u>107.46110.43</u>

*Portions of Des Moines Creek Park & Trail north of South 208th Street are within the City of SeaTac.

PR 13.3.7 Existing Trails, Pathways, Streetscapes and ROWs

Trails, Pathways, Streetscapes and ROWs within Des Moines	Size (acres)
Barnes Creek Trail	1.1 Mi.
Des Moines Creek Trail*	2.5 Mi.
Des Moines Memorial Park (ROW)	.14 Ac.
Overlook I (ROW)	.08 Ac.
Redondo Boardwalk	.5 Mi.
Redondo Hillclimb (ROW)	.07Ac.
Redondo Trail	.25 Mi.
South 251 st Entrance (ROW)	.07 Ac.
<i>Total Trails, Pathways, Streetscapes and ROWs</i>	NA

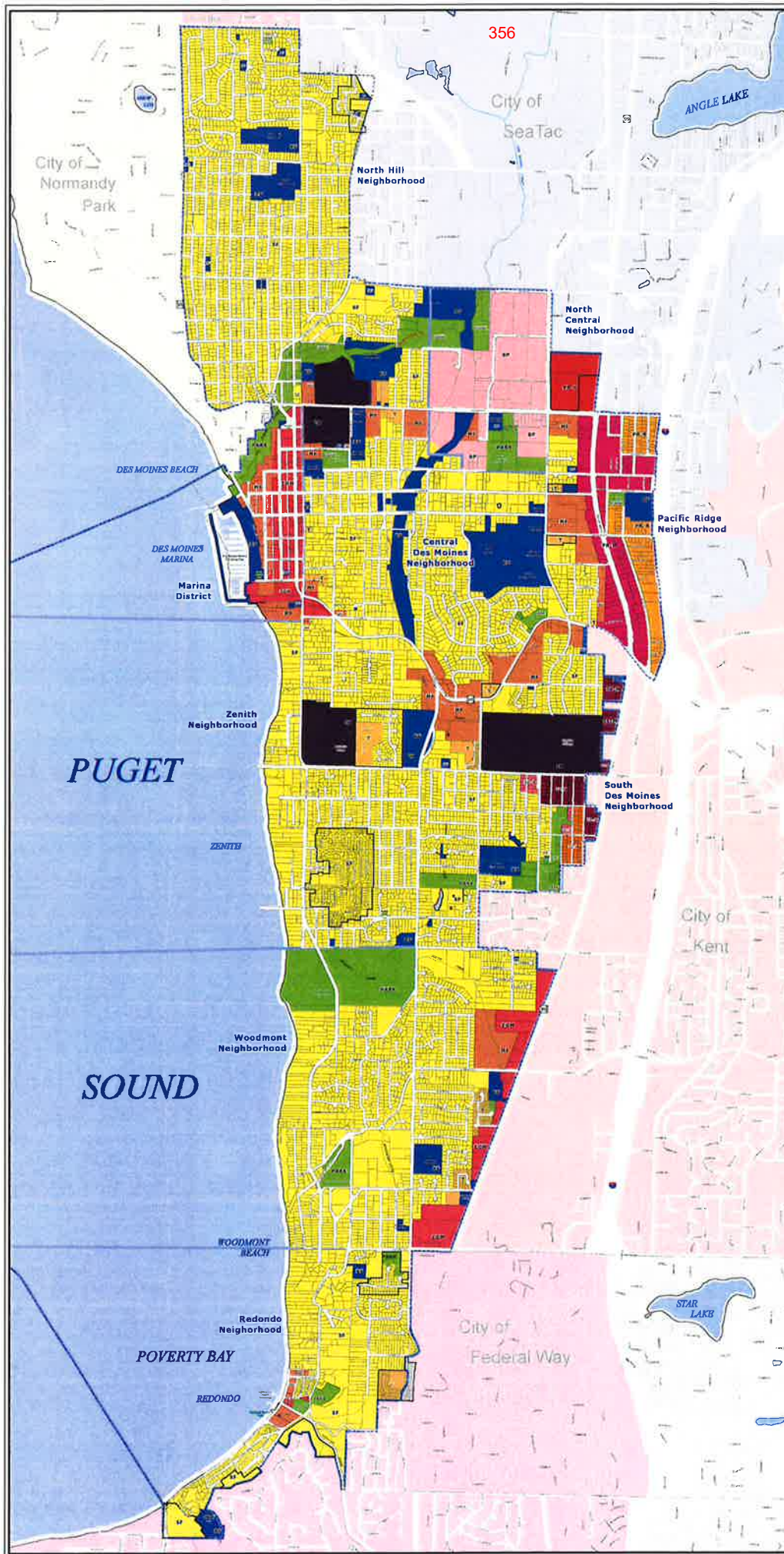


EXHIBIT B



City of Des Moines Comprehensive Plan Preferred Land Use

Designations

- RESIDENTIAL
 - MF - Multifamily
 - PR-R - Pacific Ridge Residential
 - SF - Single Family
 - T - Townhome
 - TC-R - Transit Community Residential
 - TC-T - Transit Community Townhome
- COMMERCIAL/NON RES
 - BP - Business Park
 - COM - Commercial
 - IC - Institutional Campus
 - PARK - Park
 - PF - Public Facility
 - PR-C - Pacific Ridge Commercial
 - PR-M - Pacific Ridge Mixed
 - TC-M - Transit Community Mixed
- Des Moines City Limits
- Streams
- Neighborhood Planning Areas
- PUD See Plan For Density

**CITY OF DES MOINES
COMPREHENSIVE PLAN MAP SERIES**
This map series is intended for general planning purposes related to the City of Des Moines Comprehensive Plan.

Enacting Ordinances

ORDINANCE, YEAR
 Ord. 1712, 2018
 Ord. 1664, 2016
 Ord. 1623, 2015
 Ord. 1551, 2012
 Ord. 1528, 2011
 Ord. 1499, 2010
 Ord. 1469, 2009
 Ord. 1425, 2008
 Ord. 1376, 2006
 Ord. 1232, 2003
 Ord. 1265, 2000
 Ord. 1238, 1999
 Ord. 1176, 1996
 Ord. 1160, 1995



800 400 0 600 1,600 2,400
Scale in Feet



Planning, Building & Public Works

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STAFF REPORT - DES MOINES 2019 COMPREHENSIVE PLAN AMENDMENTS

INTRODUCTION

Des Moines adopted its comprehensive plan in 1995. The Comprehensive Plan has undergone subsequent amendments, with a major update adopted in June 2015 and amendments in 2016 and 2018. Pursuant to RCW 36.70A.130(2)(a), the Growth Management Act (GMA) limits plan amendments to no more than once per year, except under the following circumstances:

1. The initial adoption of a subarea plan that does not modify the comprehensive plan policies and designations applicable to the subarea.
2. The adoption or amendment of a shoreline master program.
3. The amendment of the capital facilities element of a comprehensive plan that occurs concurrently with the adoption or amendment of a county or city budget.
4. The adoption of comprehensive plan amendments necessary to enact a planned action.

Except as otherwise provided above, all proposals are to be considered concurrently, so the cumulative effect of the various proposals can be ascertained. However, after appropriate public participation, a county or city may adopt amendments or revisions to its comprehensive plan whenever an emergency exists, or to resolve an appeal of a comprehensive plan filed with the Growth Management Hearings Board or with the court.

2019 COMPREHENSIVE PLAN AMENDMENTS

Chapter 18.25 DMMC Amendments to the Comprehensive Plan sets forth the process and standards of review that must be used by staff and the City Council in analyzing proposed amendments to the Comprehensive Plan and associated maps, including initiation of amendments, schedule for initiation and review of amendments, contents for application for amendment and decision criteria.

Applications for amendment of the DMCP may be submitted between January 1st and June 30th of each calendar year (DMMC 18.25.080(1)). No public request to amend the Comprehensive Plan was received during this period in 2019.

The docket for the 2019 comprehensive plan amendments include three (3) housekeeping amendments, all of which are City staff initiated. There is one (1) amendment to the Preferred Land Use map (Refer to Figure 1) along with minor text amendments to the Chapter 4: Conservation and Environment Element and Chapter 6: Parks, Recreation and Open Space Element (Refer to Attachment 1, Exhibit A).

DECISION CRITERIA PER DMMC 18.25.100

- (1) Amendment of the City of Des Moines Comprehensive Plan is a legislative action (Type VI land use action) and the City Council shall be afforded the broadest possible discretion during review of amendment requests. The City Council may approve, approve with modifications, or deny any application for amendment.
- (2) The City Council may approve or approve with modifications an amendment to the City of Des Moines Comprehensive Plan when:
 - (a) The amendment would correct a technical error; or
 - (b) The amendment addresses changing circumstances or the needs of the City as a whole, and will benefit the City as a whole; and
 - (c) All of the following conditions are satisfied:
 - (i) The amendment is consistent with the Growth Management Act.
 - (ii) The amendment is not inconsistent with other elements or policies of the City of Des Moines Comprehensive Plan.
 - (iii) The amendment will not adversely impact community facilities and bears a reasonable relationship to public health, safety, and welfare.
 - (iv) For amendments relating to a specific property:
 - (A) The amendment is compatible with adjacent land use and the surrounding development pattern as existing or as specified by the City of Des Moines Comprehensive Plan; and
 - (B) The subject property is suitable for development as allowed by the development regulations of the potential zone.
- (3) During the review of a proposed amendment to the City of Des Moines Comprehensive Plan, factors that may be considered by the Planning, Building and Public Works Director and the City Council include, but are not limited to, the following:
 - (a) The effect upon the physical environment.
 - (b) The effect upon the economic environment.
 - (c) The effect upon the social environment.
 - (d) The effect upon open space, surface waters, and environmentally critical areas.
 - (e) The effect upon parks of local significance.
 - (f) The effect upon historic and archaeological resources of local significance.
 - (g) The compatibility with an impact upon adjacent land uses and surrounding neighborhoods.
 - (h) The adequacy of and impact upon capital facilities, utilities, and public services.
 - (i) The quantity and location of land planned for the proposed land use type and density.
 - (j) The current and forecasted population in the area or City.
 - (k) The effect upon other aspects of the City or the City of Des Moines Comprehensive Plan

PROPOSED AMENDMENTS

Staff review and recommendation for each of the proposals is presented separately. Background information about the subject site or area and the intent of each proposal are provided, followed by staff review. The Decision Criteria listed above for Comprehensive Plan amendments are then addressed for each proposal prior to the recommendation.

Reference #: 2019-1 Preferred Land Use Map Amendment #1

Applicant: City of Des Moines, Planning Building and Public Works Department

Location: Redondo Neighborhood

Request: Change the preferred land use designation for tax parcels 3161000650, 3161000660, and 3161000670 from SF-Single Family to PARK.

Proposed Amendment	Existing Designation	Proposed Change
Preferred Land Use Map	SF-Single Family	PARK-Park

Background: Havenwood Park and associated wetland and trail was deeded to the City on July 11, 2019 in association with the Final Plat for the Havenwood Park PUD Subdivision. The proposed amendment is necessary to appropriately designate the preferred land use for this area.

Staff Recommendation

In accordance with DMMC 18.84.050 decision criteria (1), (2)(b), (2)(c)(i-iv), and (3), the proposed change to the Comprehensive Plan Land Use Map is consistent with the use of the properties as a park, trail and conservancy/open space area within the City of Des Moines.

Staff recommends that the City Council approve proposed Amendment No. 2019-1.

Reference #: 2019-2: Chapter 4: Conservation and Environment Element

Applicant: City of Des Moines, Planning Building and Public Works Department

Location: Citywide

Request: Text amendments to add the ordinance number and adoption date for the City's Shoreline Master Program Periodic Review and edit a policy relating to the periodic review schedule.

Background: During the 2018-19 period, Des Moines completed the required periodic review of its Shoreline Master Program (SMP) pursuant to RCW 90.58.080 and WAC 173-26-090. City Council adopted the amended SMP on July 11, 2019 which became effective on September 24, 2019 per Washington State Department of Ecology's approval. The proposed text amendments update information in the Comprehensive Plan thereby making it consistent with the approved SMP.

Staff Recommendation

In accordance with DMMC 18.84.080 decision criteria (1), (2)(b), (2)(c)(i-iii), and (3), the proposed housekeeping amendments to Chapter 4: Conservation and Environment Element are consistent with the GMA as well as other elements and policies of the Comprehensive Plan.

Staff recommends that the City Council approve proposed Amendment 2019-2.

Reference #: 2019-3: Chapter 6: Parks, Recreation and Open Space Element

Applicant: City of Des Moines, Planning Building and Public Works Department

Location: Citywide

Request: Amend PR 13.3.2 Existing Neighborhood Parks to add Havenwood Park, amend PR 13.3.6 Existing Conservancy/Open Space to add the Havenwood Park wetland and trail and amend text to update park acreages.

Background: Havenwood Park and associated trail and wetland were deeded to the City on July 11, 2019 in association with the Final Plat for the Havenwood Park PUD Subdivision. The proposed amendment is necessary to update relevant information in Chapter 6: Parks, Recreation and Open Space Element to add these parcels to the City's park inventory.

Staff Recommendation

In accordance with DMMC 18.84.080 decision criteria (1), (2)(b), (2)(c)(i-iii), and (3), the proposed amendment to Chapter 6: Parks, Recreation and Open Space Element to add Havenwood Park and associated trail and wetland to the City's park inventory is consistent with the GMA as well as other elements and policies of the Comprehensive Plan.

Staff recommends that the City Council approve proposed Amendment 2019-3.



City of Des Moines Comprehensive Plan Preferred Land Use

Designations

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 - SF - Single Family
 - T - Townhome
 - TC-R - Transit Community Residential
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 - PARK - Park
 - PF - Public Facility
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Ord. 1265, 2000
Ord. 1238, 1999
Ord. 1176, 1996
Ord. 1160, 1995



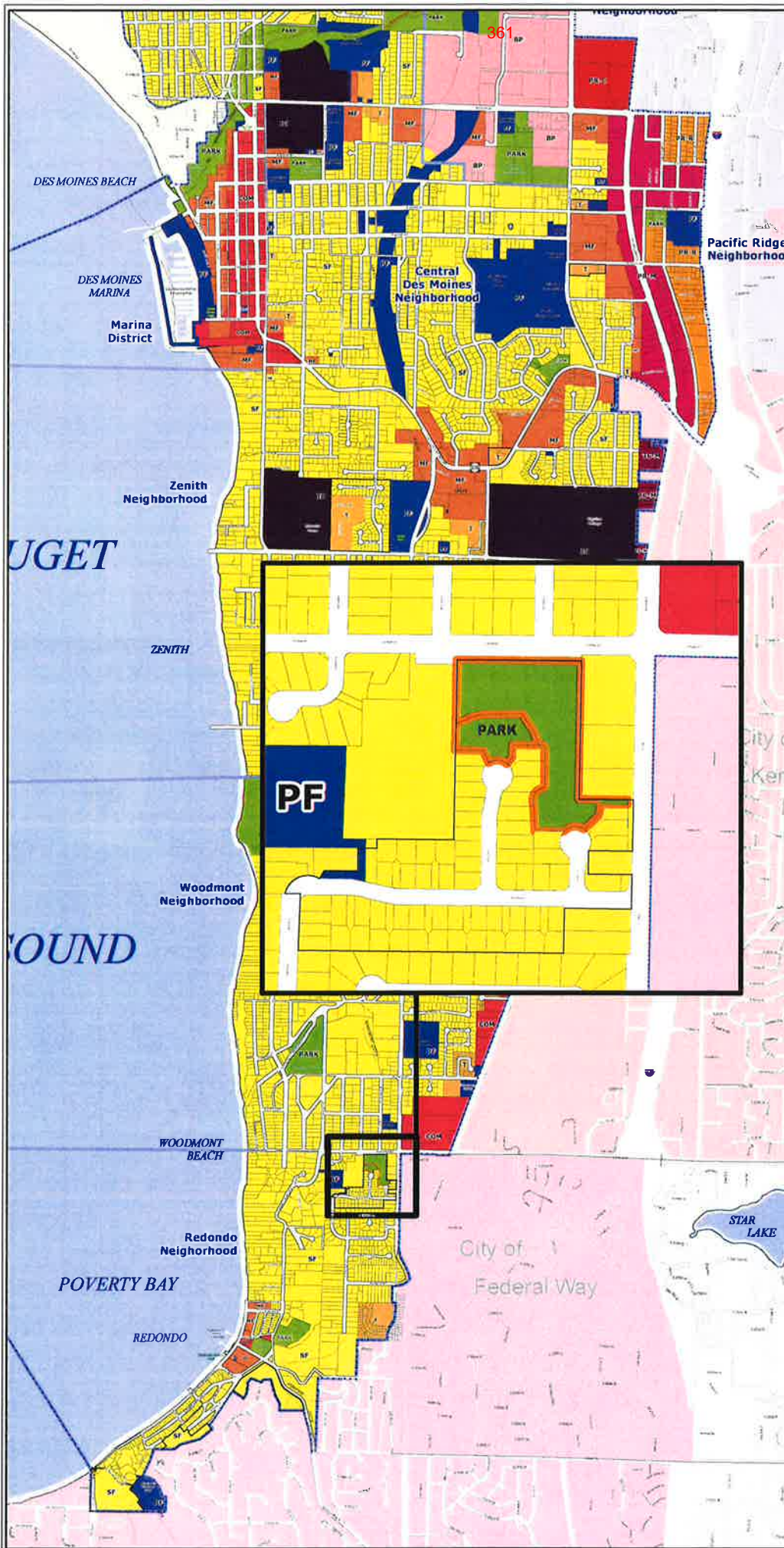
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Scale in Feet



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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: First Reading - City Council Rules of Procedure Updates

FOR AGENDA OF: November 14, 2019

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: November 6, 2019

ATTACHMENTS:

1. Draft Resolution No. 19-113
2. Rules of Procedure (Updated February 2018)

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal YB
- ☐ Finance _____
- ☐ Courts _____
- ☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider proposed amendments to the *Des Moines City Council Rules of Procedure* pursuant to chapter 4.12 DMMC.

Suggested Motion

Motion: “I move to place Draft Resolution No. 19-113, adopting the proposed amendments to the *Des Moines City Council Rules of Procedure*, on the next available Consent Calendar for a second reading and approval.”

Background

DMMC 4.12.030 provides that “[a]ny amendment or new rules shall be submitted in resolution form at a regular meeting and shall be placed on the Council agenda under the order of new business. A vote of the Council to adopt such a resolution shall occur at a subsequent regular meeting.” Accordingly, this Draft Resolution cannot pass on first reading but must be set over for a second reading and approval.

Discussion

The last time the *City Council Rules of Procedure* were updated was February of 2018. Since that time, the following issues have arisen that Councilmembers have asked to be addressed:

1. Study Sessions: Rules limit Study Sessions to first or third meeting of the month. Proposed amendment allows Mayor to schedule a Study Session when needed, but also notes that the first meeting of the month is traditionally a Study Session.
2. Proposed amendment for staff to notify the City Council whenever an application is filed that will ultimately require a quasi judicial hearing in front of the Council. This would allow the Council to be informed that the appearance of fairness doctrine will apply and to refrain from ex parte contacts with a party to the matter.
3. Proposed amendment to expressly state that Des Moines is a drug and alcohol free workplace and that the restrictions on drug and alcohol use at City Hall apply to Councilmembers.
4. Proposed amendment to combine rules regarding “Committee and Board Reports” (RULE 20(g)) and “Councilmember Comments (RULE 20(i)).” Currently the reports are separate and allow 3 minutes per report. Proposed amendment to combine the reports and reduce the time to 4 minutes total.
5. Consent Calendar – Currently Mayor inquires “if any Councilmember wishes an item to be withdrawn.” RULE 20(k)(3). Proposed amendment to include opportunity for Councilmember to ask a question about an item without removing it from the Consent Calendar. Comments on Consent Calendar items may also be made during Councilmember Comments.
6. Executive Sessions – Proposed amendment to expressly state the duty of participants in executive session to keep information confidential.
7. Council relations with Boards, Commissions and Council Citizen Advisory Boards. Proposed amendment to update reporting requirements to reflect current practice.
8. Spirit of Des Moines awards: Proposed amendment to transfer the duties of the Mayor to the Deputy Mayor.
9. Councilmember projects/new ideas: Proposed amendment to include language regarding procedures for Councilmember to propose a new event or a project. Proposed language requires Councilmember to provide City Clerk with information on the proposed event as well as potential impacts. The event could then be placed on an agenda for consideration following Council rules for agendas.

Alternatives

The alternative would be to not adopt the proposed amendments, or to revise the proposed amendments and pass the Draft Resolution on to the next available Consent Calendar for approval.

Financial Impact

None.

Recommendation

Staff recommends moving the Draft Resolution to a 2nd reading.

CITY ATTORNEY'S FIRST DRAFT**DRAFT RESOLUTION NO. No. 19-113**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, amending the *Des Moines City Council Rules of Procedure* ("Rules") last amended on February 22nd, 2018, to align the Rules with current practice and to implement amendments as proposed by the Council.

WHEREAS, DMMC 4.12.030 provides that the rules "...may be amended or new rules may be adopted by an affirmative vote of at least a majority of the whole membership of the council," and

WHEREAS, DMMC 4.12.030 further provides that "...[a]ny such amendments or new rules shall be submitted in resolution form at a regular meeting and shall be placed on the council agenda under order of new business," and

WHEREAS, a vote of the Council to adopt a resolution amending the Council Rules shall occur at a subsequent regular meeting, and

WHEREAS, a comprehensive review of the Rules was conducted and the City Council finds that the amendments proposed are necessary and appropriate; now therefore,

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

Sec. 1. The *Des Moines City Council Rules of Procedure, Updated February 22, 2018* by Resolution No. 1379, is hereby amended to read as follows:

COUNCIL MEETING AGENDA

RULE 9. This rule specifies the method of preparation of a Council meeting agenda for meetings other than study sessions. The Presiding Officer, three (3) Councilmembers, or the City Manager may introduce a new item to the preliminary agenda. The Presiding Officer shall have the option of deleting any item, other than those items introduced by three (3) Councilmembers, from the preliminary agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda for a subsequent Council meeting. The City

Draft Resolution No. 19-113

Page 2 of 12

Clerk, under the direction of the City Manager, shall arrange a list of such matters according to the order of business and prepare a preliminary agenda for the Council. After the preliminary agenda has been approved by the Presiding Officer, a copy of the agenda and supporting materials shall be prepared for Councilmembers, the City Manager, and the press by close of business Friday prior to the Regular Council Meeting, except in case of an emergency. Any Councilmember seeking to bring forward a new community event or project for consideration shall provide the details of the proposal to the City Clerk in written format, to include the estimated cost and staff time for the proposal. Once received by the City Clerk, the proposal can be placed on a preliminary agenda in accordance with the requirements of this Rule.

Sec. 2. The *Des Moines City Council Rules of Procedure, Updated February 22, 2018* by Resolution No. 1379, is hereby amended to read as follows:

STUDY SESSIONS

RULE 10. ~~Regular Council meetings that are held during the first and third week of each month in accordance with Rule 2,~~ may be designated as Study Sessions by the Presiding Officer. Study Sessions will generally be held the first week of the month as needed. Study Sessions need have no formal agenda and may be conducted informally so long as such informality is not in conflict with these rules. Comments from the public, limited to the items of business on the Study Session agenda, may, at the discretion of the Presiding Officer, be allowed so long as the comments are in accordance with Council Rule 20(f). The purpose of Study Session discussions is to allow Councilmembers to be made aware of impending business and allow informal discussion of issues that might be acted on at a future meeting. These conditions will allow the Councilmembers to communicate informally about these impending issues. No final Council action shall be taken on ordinances and resolutions at Study Sessions. The City Clerk, under the direction of the City Manager, shall arrange a Council Study Session

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worksheet for the Study Session. The Council Study Session worksheet shall, for each item, contain the Discussion Item, the Discussion Item Moderator, and the Discussion Goal. After the proposed Council Study Session worksheet has been approved by the Presiding Officer, a copy of it along with any 6 supporting materials shall be prepared for Councilmembers, the City Manager, and the press by close of business Friday prior to the Council Study Session, except in an emergency. During the Council Study Session the Discussion Item Moderator may: 1) introduce the subject and give background information; 2) identify the discussion goal; 3) act as facilitator to keep the discussion focused to the eventual discussion goal; 4) alert the Presiding Officer when it is appropriate to call for a motion or other official direction of the Council. The Presiding Officer retains the option of assuming the function of the Discussion Item Moderator in order to keep the discussion properly focused.

Sec. 3. The *Des Moines City Council Rules of Procedure, Updated February 22, 2018* by Resolution No. 1379, is hereby amended to read as follows:

APPEARANCE OF FAIRNESS DOCTRINE

Rule 15(b). Types of Hearings to Which Doctrine Applies. The appearance of Fairness Doctrine shall apply only to those actions of the Council which are quasi-judicial in nature. Quasi-judicial actions are defined as actions of the City Council which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested proceeding. Quasi-judicial actions do not include the legislative actions adopting, amending, or revising comprehensive, community, or neighborhood plans or other land use planning documents of the adoption of area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance. RCW 42.36.010. Some examples of quasi-judicial actions which may come before the Council are: rezones or reclassifications of specific parcels of property, appeals from decisions of the Hearing Examiner, substantive appeals of threshold decisions under the State Environmental Protection Act, subdivisions, street vacations, and special land use

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permits. City staff is advised to notify the City Council upon receipt of an application or decision which will result in an action before the City Council that is quasi-judicial in nature.

Sec. 4. The *Des Moines City Council Rules of Procedure, Updated February 22, 2018* by Resolution No. 1379, is hereby amended to read as follows:

RULES OF ORDER

RULE 18. Rules of order not specified by statute, ordinance, or resolution shall be governed by the most recent edition of Robert's Rules of Order.

(a) Courtesy. Members of the Council, in the discussion, comments, or debate of any matter or issue, shall be courteous in their language and demeanor and shall not engage in derogatory remarks or insinuations in respect to any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are germane and relevant, as determined by the Presiding Officer, to the question or matter under discussion.

(b) Interruption. No member of the Council shall interrupt or argue with any other member while such member has the floor.

(c) The City of Des Moines is committed to maintaining a drug and alcohol free workplace. Accordingly, Members of the Council shall abide by Sections 6(I) and (6)(J)(1) of the City of Des Moines Personnel Manual.

Sec. 5. The *Des Moines City Council Rules of Procedure, Updated February 22, 2018* by Resolution No. 1379, is hereby amended to read as follows:

ORDER OF BUSINESS AND PUBLIC COMMENT RULES

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RULE 20. The business of all regular meetings of the Council shall be transacted as follows; provided, however that the Presiding Officer may, during a Council meeting, rearrange items on the agenda to conduct the business before the Council more expeditiously. Any ruling by the Presiding Officer relative to rearrangement of items on the agenda may be overruled by a vote of a majority of members present.

- (a) Call to order by the Presiding Officer.
- (b) Pledge of Allegiance.
- (c) Invocation (Presiding Officer's discretion).
- (d) Roll call (See Rule 7 for procedure to excuse an absence).
- (e) Correspondence not previously received by the Council.
- (f) Comments from the public (non-public hearing topics). Public comments are encouraged and appreciated. The information and advice received from citizens helps the City Council make the best possible decisions.

(1) Procedure.

(A) Citizens are encouraged to supplement verbal comments through written submittals.

(B) All citizens desiring to address Council during the Public Comment period shall first fill out a sign-in sheet, stating their name, address, and public comment topic, and the sign-in sheet shall be submitted to the City Clerk prior to the start of Public Comments.

(2) Scope of Comments.

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(A) Subjects not on the current agenda. Any member of the public may request time to address the Council after first stating their name and City of residence. The Presiding Officer may then allow the comments subject to such time limitations as referenced in Rule 20(f)(3)(A) or as the Presiding Officer deems necessary. Following such comments the Presiding Officer may place the matter on the current agenda or a future agenda, or refer the matter to administration or a Council committee for investigation and report.

(B) Subjects on the current agenda. Any member of the public who wishes to address the Council on an item on the current agenda shall make such request to the Presiding Officer at the time when comments from the public are requested. The Presiding Officer shall rule on the appropriateness of public comments as the agenda item is reached. The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groupings (i.e.) proponents, opponents, adjacent owners, vested interests, etc.).

(C) Subjects of a Public Hearing. Comments made during the Public Comment period on a topic set for a public hearing by the City Council shall be out of order. To ensure a fair hearing to applicants or matters that are subject to a public hearing before the City Council, the Presiding Officer may rule public comments made outside the scope of a public hearing record to be out of order.

(D) Any ruling by the Presiding Officer relative to the preceding two subsections may be overruled by a vote of a majority of members present.

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(3) Rules of Conduct. A minimum number of basic rules are established to ensure that all individuals wishing to address the City Council are fairly heard.

(A) Each person addressing the Council shall step up to the indicated speakers table, give his or her name and city of residence, and shall limit comments to three (3) minutes. Groups may be allotted five (5) minutes by the Presiding Officer.

(B) Except where permission is granted by the Presiding Officer, all remarks shall be made only from the designated speaking table and addressed to the Council as a body and not to individual members, the audience or the television cameras.

(C) The Presiding Officer or designee shall notify the individual when the allotted time has expired and the speaker shall promptly conclude his or her remarks. All speakers are encouraged to submit supplemental or detailed written remarks for Council consideration.

(D) Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be ordered to leave the meeting. The Presiding Officer has the authority and duty to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct and to enforce these rules.

(E) The Presiding Officer may rule "out of order" any comment made with respect to a quasi-judicial matter pending before the Council or its Boards or Commissions. Such comments should be made only at the hearing on a specific matter. If a hearing has been

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set, persons whose comments are ruled out of order will be notified of the time and place when they can appear at the public hearing on the matter and present their comments.

(F) Any person whose comments have been ruled out of order by the Presiding Officer shall immediately cease and refrain from further improper comments. The refusal of an individual to desist from personal, inappropriate, slanderous or otherwise disruptive remarks after being ruled out of order by the Presiding Officer may subject the individual to removal from the Council Chambers.

(g) ~~Committee and Board~~ and Committee reports and Councilmember Comments.

(1) Procedure. Councilmembers and the Presiding Officer may give reports regarding boards or committees to which they have been appointed or may comment on other subject of importance and/or respond to citizen comments.

(2) Scope and Time Limits.

(A) The Presiding Officer may rule "out of order" any comments made during this portion of the meeting that do not pertain to the activities of the Councilmembers' boards or committees or other subject of importance.

(B) Board and committee reports and Councilmember comments shall ~~also be~~ limited to ~~three~~ four (34) minutes unless extended time is granted by the Presiding Officer for matters of significant importance. The Presiding Officer or designee shall notify the Councilmember when the allotted time has expired and the Councilmember shall promptly conclude his/her report.

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(h) Presiding Officer's report. In addition to any special board or committee reports, the Presiding Officer may give a report on any activity participated in as part of the official duties of the Mayor.

~~(i) Reserved. (i) Councilmember comments (non-agenda topics).~~

~~(1) Procedure. Councilmembers may comment on other subjects of importance and/or respond to citizen comments.~~

~~2) Scope and Time Limits.~~

~~(A) Councilmember comments during this portion of the meeting shall be limited to subjects not on the current agenda. The Presiding Officer may rule "out of order" any comment made during this portion of the meeting with respect to any agenda item or quasi-judicial matter pending before the Council or its Boards or Commissions. Such comments should be made only at the hearing on a specific matter and/or during that portion of the meeting for which the agenda item is scheduled. (B) Councilmember comments during this portion of the meeting shall also be limited to three (3) minutes. The Presiding Officer or designee shall notify the Councilmember when the allotted time has expired and the Councilmember shall promptly conclude his or her remarks.~~

(j) Administration reports.

(k) Consent Calendar.

(1) The City Manager, in consultation with the Presiding Officer, shall place matters on the Consent Calendar which have been: (a) previously discussed by the Council, or (b) based on the information delivered to members of the Council by administration that can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that

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passage is likely, or (d) as directed by the City Council.

(2) The Clerk shall read the subject of each Consent Calendar item.

(3) The proper Council motion on the Consent Calendar is as follows: "I move adoption of the Consent Calendar." This motion shall be non-debatable and will have the effect of moving to adopt all items on the Consent Calendar. Since adoption of any item on the Consent Calendar implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Calendar. Therefore, prior to the vote on the motion to adopt the Consent Calendar, the Presiding Officer shall inquire if any Councilmember has a question or wishes to comment on an item or for an item to be withdrawn from the Consent Calendar. If any matter is withdrawn, the item withdrawn from the consent calendar shall be the next business in order following the conclusion of the consent calendar.

(l) Public Hearings (see Rule 21 for procedural details).

(m) Old Business.

(n) New Business.

(o) Executive Session (as required). Participants in an executive session have a duty under the Open Public Meetings Act to keep information from the session confidential. Pursuant to Attorney General Opinion (AGO 2017 No. 5), disclosure of confidential information from an executive session by a municipal officer violates RCW 42.23.070(4).

(p) Next meeting date announced by Presiding Officer.

(q) Adjournment. No meeting shall be permitted to continue beyond 10:00 PM without approval of three-

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fourths of the Councilmembers who are present and eligible to vote. A new time limit must be established before taking a Council vote to extend the meeting. In the event that a meeting has not been closed or continued by Council vote prior to 10:00 PM, the items not acted on shall be deferred to the next regular Council meeting as old business, unless the Council, by a majority vote of members present, determines otherwise.

Sec. 6. The *Des Moines City Council Rules of Procedure, Updated February 22, 2018* by Resolution No. 1379, is hereby amended to read as follows:

**COUNCIL RELATIONS WITH BOARDS, COMMISSIONS AND COUNCIL CITIZEN
ADVISORY BODIES**

RULE 30. All statutory boards and commissions and Council citizen advisory bodies shall provide the Council with copies of minutes of all meetings. Reports to the Council shall be made during Administration Reports as needed to keep the Council apprised of the actions of the body. Not less than one time per year, the board, commission or citizen advisory body shall have a representative provide an update to the Council of the body's activities. ~~Communications from such boards, commissions and bodies to the City Council shall be made in the form of a motion and recorded in the minutes. Any such communication shall be officially acknowledged by the Council and receipt noted in the minutes. The procedure for acknowledging such receipt shall be as follows. Any member of the Council may bring such communication to the Presiding Officer's attention under the agenda item "Committee and Board Reports." The presiding Officer shall state: "So noted for the record," and thereafter the Clerk shall make an appropriate notation in the minutes. Should any member of the Council determine that any such communication be officially answered by the Council, the Presiding Officer shall place the matter on the agenda under New~~

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~~Business for the current meeting or any subsequent meeting.~~

Sec. 7. The *Des Moines City Council Rules of Procedure APPENDIX A, Updated February 22, 2018* by Resolution No. 1379, is hereby amended as follows:

All references to the position of "Mayor" in Appendix A are amended to "Deputy Mayor."

ADOPTED BY the City Council of the City of Des Moines, Washington this _____ day of November 2019 and signed in authentication thereof this _____ day of November 2019.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

DES MOINES CITY COUNCIL

RULES OF PROCEDURE



Adopted Pursuant to DMMC 4.12.010

Updated 7/89
Updated 7/90
Updated 10/90
Updated 11/90
Updated 8/91
Updated 10/91
Updated 12/91
Updated 4/92

Updated 2/94
Updated 3/94
Updated 8/94
Updated 6/95
Updated 9/00
Updated 5/03
Updated 9/03
Updated 8/04

Updated 4/05
Updated 5/06
Updated 1/11, Res. 1140
Updated 4/12, Res. 1189
Updated 2/17, Res. 1356
Updated 2/18, Res. 1379

DES MOINES CITY COUNCIL RULES OF PROCEDURE

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SECTION I COUNCIL MEETING - LOCATION

RULE 1. All meetings of the City Council shall be held at the location specified in DMMC 4.04.010. (Ord. 329 §1, 1973).

COUNCIL MEETING - TIME

RULE 2. The regular meetings of the City Council shall be held at the times specified in DMMC 4.04.020. (Ord. 1039 §1, 1993).

COUNCIL MEETINGS - OPEN TO THE PUBLIC

RULE 3. All meetings of the City Council and of committees thereof shall be open to the public, except as provided for in RCW 42.30.110 or RCW 42.30.140. (Res. 525 §1, 1988).

ELECTION OF OFFICERS

RULE 4. Procedures for electing officers are as follows:

(a) Biennially, at the first meeting of the new Council, the members thereof shall choose a Presiding Officer from their number who shall have the title of Mayor. In addition to the powers conferred upon him/her as Mayor, he/she shall continue to have all the rights, privileges and immunities of a member of the Council. If a permanent vacancy occurs in the Office of Mayor, the members of the Council at their next regular meeting shall select a Mayor from their number for the unexpired term. Following the election of the Mayor, there shall be an election for Deputy Mayor. The term of the Deputy Mayor shall run concurrently with that of the Mayor.

(b) The election for Mayor shall be conducted by the City Clerk. The City Clerk shall call for nominations. Each member of the City Council shall be permitted to nominate one (1) person who has previously served on the Council for a minimum of two years, and nominations shall not require a second. A nominee who wishes to decline the nomination shall so state at this time. Nominations are then closed. The election for Deputy Mayor shall be conducted by the newly-elected Mayor, and nominations shall be made in the manner previously described for the election of the Mayor. Candidates for Deputy Mayor shall have previously served on the Council for a minimum of one year. The minimum experience condition for candidacy for Mayor or Deputy Mayor may be waived by the vote of five councilmembers.

(c) Except when there is only one nominee, election shall be by written ballot. Each ballot shall contain the name of the Councilmember who cast it. Each ballot shall include the name of all Councilmembers nominated (unless they have withdrawn). Voting shall continue until a nominee receives a majority of the votes. The City Clerk shall publicly announce the results of the election by reading each ballot into the record, stating the name of each voting Councilmember and the manner in which the Councilmember voted. Thereafter, the City Clerk shall record in the minutes of the meeting the manner in which each voting member of the Council cast his or her ballot.

(d) In the event the Council is unable to agree on a Mayor by majority vote of members present, the Office of Mayor shall be temporarily filled by an Acting Mayor. The Acting Mayor shall be the Councilmember who just previously served as Mayor; or if such person is not a member of the Council, the Councilmember who just previously served as Deputy Mayor; or if such person is not a member of the Council, the Councilmember with the highest seniority as determined by the City Attorney. Ties shall be resolved in a contest by chance. The office of Acting Deputy Mayor shall be filled by the Councilmember who just previously served as Deputy Mayor; or if such person is not a member of the Council, by the Councilmember with the next highest seniority. The Acting Mayor and Acting Deputy Mayor shall continue in office and exercise such authority as is described in Chapter 35A.13 RCW until the members of the Council agree on a Mayor, at which time the Office of Acting Mayor and Acting Deputy Mayor shall cease and terminate. (Res. 525 §1, 1988, amended by Res. 594 §1, 1989, amended by Res. 672, 1991, amended by Res. 754 §1, 1994, amended by Res. 1140, 2011, amended by Res. 1189, 2012, amended by Res. 1356, 2017.)

PRESIDING OFFICER

RULE 5. The Mayor shall preside at meetings of the Council, and be recognized as the head of the City for all ceremonial purposes. The Mayor shall have no regular administrative or executive duties. In case of the Mayor's absence or temporary disability the Deputy Mayor shall act as Mayor during the continuance of the absence. When the Deputy Mayor acts as Mayor by participating in preparation of a Council meeting agenda or study session worksheet, or by presiding at a meeting of the Council, the Deputy Mayor shall have authority only to approve the Council meeting agenda or study session worksheet as to form without introducing or deleting items of business, and to preside at the meeting by following the approved agenda or study session worksheet as written. In case of the absence or temporary disability of the Mayor and the Deputy Mayor, a Deputy Mayor selected by members of the Council shall act as Mayor during the continuance of the absences or disabilities. The Mayor, or Deputy Mayor, is referred to as "Presiding Officer" from time to time in these Rules of Procedure.

(a) The Mayor and the Council have authority to introduce proclamations for a variety of purposes, as approved by the Council. No proclamation shall constitute official City actions unless approved or authorized by a majority of the City Council.

(b) To promote a favorable image of the City and pursue resources that will benefit the community, the Mayor, or another Councilmember designated by the City Council, may take the lead in representing the Des Moines City Council to those from outside the community who are interested in joint ventures and efforts to bring economic development and investments to the City, including other local governments, regional organizations, and federal, state, and international government representatives. Neither the Mayor, nor a Councilmember, can commit the City without authorization of a majority of the City Council.

(c) The Mayor, or another Councilmember designated by the City Council, is the spokesperson on actions taken by the Council. On behalf of the City Council, the Mayor or designated Councilmember may inform the public, media, and staff about issues affecting the community.

(Res. 525 §1, 1988, amended by Res. 961 §1, 2003, Res. 1140, 2011, amended by Res. 1356, 2017).

QUORUM

RULE 6. At all meetings of the Council, four Councilmembers who are present and eligible to vote shall constitute a quorum for the transaction of business. A lesser number may adjourn from time to time, provided that written notice of said adjournment is posted on the exterior Council Chamber doors per RCW 42.30.090. Council meetings adjourned under the previous provision shall be considered a regular meeting for all purposes. (Res. 525 §1, 1988).

ATTENDANCE, EXCUSED ABSENCES

RULE 7. RCW 35A.12.060 provides that a Councilmember shall forfeit his/her office by failing to attend three consecutive regular meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Presiding Officer prior to the meeting and state the reason for his/her inability to attend the meeting. If the member is unable to contact the Presiding Officer, the member shall contact the City Manager or City Clerk, who shall convey the message to the Presiding Officer. Following roll call, the Presiding Officer shall inform the Council of the member's absence, state the reason for such absence, and inquire if there is a motion to excuse the member. This motion shall be non-debatable. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the Clerk will make an appropriate notation in the minutes. (Res. 525 §1, 1988).

PARTICIPATION BY TELEPHONIC COMMUNICATION

RULE 7.1. A Councilmember may participate telephonically in all or part of a Council meeting under the following conditions:

(1) Prior approval shall be given by the Mayor for good cause, whose approval shall not be unreasonably withheld.

(2) “Good Cause” is defined as:

(a) Medical reasons that prevent a Councilmember from attending the meeting in person.

(b) Family emergency.

(c) Unexpected travel.

(d) Additional unanticipated event that prevents a Councilmember from attending the meeting in person through no fault of the Councilmember.

(3) Telephonic participation for each Councilmember shall be limited to three (3) Council meetings in a calendar year.

(4) Telephonic participation shall be limited to one (1) Councilmember per meeting. Priority will be given to the first Councilmember to request prior approval and who meets the requirements under this Rule.

(5) A Councilmember participating telephonically in the meeting must be able to hear and be heard.

(6) The Councilmember participating telephonically shall have reviewed all of the applicable material and participated in the relevant portion of the Council Meeting related to the topic to which the Councilmember is voting on. Any technical prohibitions or difficulties that prevent all parties present at the Council meeting from adequately communicating with one another will negate any authorization previously given by the Mayor.

(7) The Councilmember attending telephonically shall notify the Council if he or she is about to disconnect from the call.

(8) A Councilmember who is attending telephonically shall be considered to be actually present at the meeting for the period of time he or she is connected, and that presence shall count toward a quorum of the Council for all purposes and shall also entitle the Councilmember to vote. A Councilmember voting telephonically may be polled separately to ensure their vote is tallied correctly.

(9) In the event the Mayor seeks to attend a meeting telephonically, the Mayor shall seek prior approval from the Deputy Mayor. If approval is granted, the Deputy Mayor shall act as the Presiding Officer for the meeting. (Res. 1356, 2017)

SPECIAL COUNCIL MEETINGS

RULE 8. It is the intent of the Des Moines City Council that the procedures of this Council Rule 8 are enforceable to the same extent as RCW 42.30.080, as the City's implementation of the Open Public Meetings Act special meeting requirements set forth at RCW 42.30.080. Procedures for setting a special meeting are as follows:

(a) A special meeting may be called by the Mayor or any four members of the Council.

(b) Notice of the special meeting shall be prepared in writing. The notice shall contain the following information about the meeting: time, place, duration of meeting, and business to be transacted. The notice shall be reviewed by the City Attorney for proper legal form. After the preliminary agenda has been approved by the Presiding Officer, a copy of the agenda and supporting materials shall be prepared for Councilmembers, the City Manager, and the press by close of business Friday prior to the Special Council Meeting, except in case of an emergency.

(c) (1) The notice shall be delivered by mail, by electronic mail to an address designated by the receiver of the email, or personally to each Councilmember, the City Manager, and the business office of each local newspaper and radio and television station which has on file a written request for notice of special meetings. The notice must be delivered at least twenty-four (24) hours prior to the meeting.

(2) When email notice is given to Councilmembers, the City Clerk shall provide confirming follow up of such email notice by making a personal telephone call directly to each Councilmember who has made a standing written advance request to the City Clerk for such follow

up telephone call. The City Clerk shall document the date and time of such follow up telephone call.

(d) The notices provided in this section may be dispensed within the circumstances provided by RCW 42.30.080; that is:

(1) As to any member who at, or prior to the time the meeting convenes files with the Clerk a written waiver of notice,

(2) As to any member who was actually present at the meeting at the time it convenes, and

(3) In the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage. (Res. 525 §1, 1988, amended by Res. 788, 1995, amended by Res. 1011, 2006, amended by Res. 1140, 2011, amended by Res. 1189, 2012, amended by Res. 1356, 2017, amended by Res. 1379 §1, 2018).

COUNCIL MEETING AGENDA

RULE 9. This rule specifies the method of preparation of a Council meeting agenda for meetings other than study sessions. The Presiding Officer, three (3) Councilmembers, or the City Manager may introduce a new item to the preliminary agenda. The Presiding Officer shall have the option of deleting any item, other than those items introduced by three (3) Councilmembers, from the preliminary agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda for a subsequent Council meeting. The City Clerk, under the direction of the City Manager, shall arrange a list of such matters according to the order of business and prepare a preliminary agenda for the Council. After the preliminary agenda has been approved by the Presiding Officer, a copy of the agenda and supporting materials shall be prepared for Councilmembers, the City Manager, and the press by close of business Friday prior to the Regular Council Meeting, except in case of an emergency. (Res. 525 §1, 1988, amended by Res. 961 §2, 2003, amended by Res. 1140, 2011).

STUDY SESSIONS

RULE 10. Regular Council meetings that are held during the first and third week of each month in accordance with Rule 2, may be designated as Study Sessions by the Presiding Officer. Study Sessions need have no formal agenda and may be conducted informally so long as such informality is not in conflict with these rules. Comments from the public, limited to the items of business on the Study Session agenda, may, at the discretion of the Presiding Officer, be allowed so long as the comments are in accordance with Council Rule 20(f). The purpose of Study Session discussions is to allow Councilmembers to be made aware of impending business and allow informal discussion of issues that might be acted on at a future meeting. These conditions will allow the Councilmembers to communicate informally about these impending issues. No final Council action shall be taken on ordinances and resolutions at Study Sessions. The City Clerk, under the direction of the City Manager, shall arrange a Council Study Session worksheet for the Study Session. The Council Study Session worksheet shall, for each item, contain the Discussion Item, the Discussion Item Moderator, and the Discussion Goal. After the proposed Council Study Session worksheet has been approved by the Presiding Officer, a copy of it along with any

supporting materials shall be prepared for Councilmembers, the City Manager, and the press by close of business Friday prior to the Council Study Session, except in an emergency.

During the Council Study Session the Discussion Item Moderator may: 1) introduce the subject and give background information; 2) identify the discussion goal; 3) act as facilitator to keep the discussion focused to the eventual discussion goal; 4) alert the Presiding Officer when it is appropriate to call for a motion or other official direction of the Council. The Presiding Officer retains the option of assuming the function of the Discussion Item Moderator in order to keep the discussion properly focused. (Res. 525 §1, 1988, amended by Res. 659, 1991, amended by Res. 754 §2, 1994, amended by Res. 961 §3, 2003, amended by Res. 1140, 2011).

CITY MANAGER

RULE 11. The City Manager, as the chief executive officer and head of the administrative branch of City government or his/her designee, shall attend all meetings of the City Council, unless excused by the Presiding Officer or Council. The City Manager shall be responsible to the Council for the proper administration of all affairs of the City. The City Manager shall recommend for adoption by the Council such measures as he/she may deem necessary or expedient; prepare and submit to the Council such reports as may be required by that body or as the City Manager deems it advisable to submit; keep the Council fully advised as to the business of the City; and shall take part in the Council's discussion on all matters concerning the welfare of the City. In the event that both the City Manager and Assistant City Manager are unable to attend a Council meeting, the City Manager or Assistant City Manager shall appoint a key staff member to attend the meeting as the representative of City Administration. (Res. 525 §1, 1988, amended by Res. 1189, 2012).

CLERK

RULE 12. The City Clerk shall be ex-officio Clerk of the Council and shall keep minutes as required by the Revised Code of Washington and Robert's Rules of Order, including a specific action item section, and shall perform such other and further duties in the meeting as may be required by the Council, Presiding Officer, or City Manager. In the absence of the City Clerk, the City Manager shall appoint a replacement to act as Clerk of the Council. (Res. 525 §1, 1988, amended by Res. 949, 2003, amended by Res. 1140, 2011).

SECTION II DUTIES AND PRIVILEGES OF MEMBERS

FORMS OF ADDRESS

RULE 13. The Mayor shall be addressed as "Mayor (surname)" or "Your Honor." The Deputy Mayor shall be address as "Deputy Mayor (surname)." Members of the Council shall be addressed as "Councilmember (surname)." (Res. 525 §1, 1988, amended by Res. 1356, 2017).

SEATING ARRANGEMENT

RULE 14. Councilmembers shall occupy the respective seats in the Council Chamber assigned to them by the Mayor. (Res. 525 §1, 1988).

APPEARANCE OF FAIRNESS DOCTRINE

RULE 15. Appearance of Fairness Doctrine and its Application. (Res. 571 §1, 1989).

(a) Appearance of Fairness Doctrine Defined. "When the law which calls for public hearings gives the public not only the right to attend but the right to be heard as well, the hearings must not only be fair but must *appear* to be so. It is a situation where appearances are quite as important as substance. The test of whether the appearance of fairness doctrine has been violated is as follows: Would a disinterested person, having been apprised of the totality of a boardmember's personal interest in a matter being acted upon, be reasonably justified in thinking that partiality may exist? If answered in the affirmative, such deliberations, and any course of conduct reached thereon, should be voided." Zehring v. Bellevue, 99 Wn.2d 488 (1983).

(b) Types of Hearings to Which Doctrine Applies. The appearance of Fairness Doctrine shall apply only to those actions of the Council which are quasi-judicial in nature. Quasi-judicial actions are defined as actions of the City Council which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested proceeding. Quasi-judicial actions do not include the legislative actions adopting, amending, or revising comprehensive, community, or neighborhood plans or other land use planning documents of the adoption of area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance. RCW 42.36.010. Some examples of quasi-judicial actions which may come before the Council are: rezones or reclassifications of specific parcels of property, appeals from decisions of the Hearing Examiner, substantive appeals of threshold decisions under the State Environmental Protection Act, subdivisions, street vacations, and special land use permits.

(c) Obligations of Councilmembers, Procedure.

(1) Councilmembers should recognize that the Appearance of Fairness Doctrine does not require establishment of a conflict of interest, but whether there is an appearance of conflict of interest to the average person. This may involve the Councilmember or a Councilmember's business associate or a member of the Councilmember's immediate family. It could involve ex parte communications, ownership of property in the vicinity, business dealings with the proponents or opponents before or after the hearing, business dealings of the Councilmember's employer with the proponents or opponents, announced predisposition, and the like.

Prior to any quasi-judicial hearing, each Councilmember should give consideration to whether a potential violation of the Appearance of Fairness Doctrine exists. If the answer is in the affirmative, no matter how remote, the Councilmember should disclose such facts to the City Manager who will seek the opinion of the City Attorney as to whether a potential violation of the Appearance of Fairness Doctrine exists. The City Manager shall communicate such opinion to the Councilmember and to the Presiding Officer.

(2) Anyone seeking to disqualify a Councilmember from participating in a decision on the basis of a violation of the Appearance of Fairness Doctrine must raise the challenge as soon as the basis for disqualification is made known or reasonably should have been made known prior to the issuance of the decision; upon failure to do so, the Doctrine may not be relied upon to invalidate the decision. The party seeking to disqualify the Councilmember shall state with specificity the basis for disqualification; for example: demonstrated bias or prejudice for or against a party to the proceedings, a monetary interest in outcome of the proceedings, prejudgment of the issue prior to hearing the facts on the record, or ex parte contact. Should such challenge be made prior to the hearing, the City Manager shall direct the City Attorney to interview the Councilmember and render an opinion as to the likelihood that an Appearance of Fairness violation would be sustained in superior court. Should such challenge be made in the course of a quasi-judicial hearing, the Presiding Officer shall call a recess to permit the City Attorney to make such interview and render such opinion.

(3) The presiding Officer shall have sole authority to request a Councilmember to excuse himself/herself on the basis of an Appearance of Fairness violation. Further, if two (2) or more Councilmembers believe that an Appearance of Fairness violation exists, such individuals may move to request a Councilmember to excuse himself/herself on the basis of an Appearance of Fairness violation. In arriving at this decision, the Presiding Officer or other Councilmembers shall give due regard to the opinion of the City Attorney.

(4) Notwithstanding the request of the Presiding Officer or other Councilmembers, the Councilmember may participate in any such proceeding.

(d) Specific Statutory Provisions.

(1) Candidates for the City Council may express their opinions about pending or proposed quasi-judicial actions while campaigning. RCW 42.36.040.

(2) A candidate for the City Council who complies with all provisions of applicable public disclosure and ethics laws shall not be limited under the Appearance of Fairness Doctrine from accepting campaign contributions to finance the campaign, including outstanding debts. RCW 42.36.050.

(3) During the pendency of any quasi-judicial proceeding, no Councilmember may engage in ex parte (outside the hearing) communications with proponents or opponents about a proposal involved in the pending proceeding, unless the Councilmember: (a) places on the record the substance of such oral or written communications; and (b) provides that a public announcement of the content of the communication and of the parties' right to rebut the substance of the communication shall be made at each hearing where action is taken or considered on the subject. This does not prohibit correspondence between a citizen and his or her elected official if the correspondence is made a part of the record, when it pertains to the subject matter of a quasi-judicial proceeding. RCW 42.36.060. (Amended Res. 1140, 2011).

DISSENTS AND PROTESTS

RULE 16. Any Councilmember shall have the right to express dissent from or protest against any ordinance or resolution of the Council and have the reason therefore entered in the minutes. (Res. 525 §1, 1988).

ADMINISTRATIVE INTERFERENCE BY COUNCILMEMBERS

RULE 17. Neither the Council, nor any of its committees or members shall direct or request the appointment of any person to, or his/her removal from, any office by the City Manager or any of his/her subordinates. Except for the purpose of inquiry, the Council and its members shall deal with the administrative branch solely through the City Manager and neither the Council nor any committee or member thereof shall give any orders to any subordinate of the City Manager, either publicly or privately; provided, however, that nothing herein shall be construed to prohibit the Council, while in open session, from fully and freely discussing with the City Manager anything pertaining to appointments and removals of City officers and employees and City affairs. (RCW 35A,13.120) (Res. 525 §1, 1988, amended by Res. 1140, 2011, amended by Res. 1189, 2012).

SECTION III COUNCIL PROCEDURES

RULES OF ORDER

RULE 18. Rules of order not specified by statute, ordinance, or resolution shall be governed by the most recent edition of Robert's Rules of Order.

(a) **Courtesy.** Members of the Council, in the discussion, comments, or debate of any matter or issue, shall be courteous in their language and demeanor and shall not engage in derogatory remarks or insinuations in respect to any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are germane and relevant, as determined by the Presiding Officer, to the question or matter under discussion.

(b) **Interruption.** No member of the Council shall interrupt or argue with any other member while such member has the floor.

(Res. 525 §1, 1988, amended by Res. 618, 1990, amended by Res. 1140, 2011).

MOTIONS

RULE 19. All items of business placed before the Council that require the expenditure of Council and/or administration resources, shall be in the form of an affirmative motion.

(a) **Rule 19(a) – Speaking to Motion.** No member of the Council shall speak more than twice on the same motion except by consent of the majority of the Council Members present at the time the motion is before the Council. After the motion is put and before the next item is read, a member shall be able to speak briefly to the previous motion. Questions and answers by members of the Council are not considered as speaking to the motion.

(b) **Rule 19(b) – Time Limit.** Each member of the Council shall speak for no more than ten (10) minutes unless granted an exemption by the majority of the Council.

(c) **Rule 19(c) – Donation of Time.** No member of Council may give his allotted time to another member unless there is approval of the majority of the Council.

(Res. 525 §1, 1988, amended by Res. 1140, 2011).

ORDER OF BUSINESS AND PUBLIC COMMENT RULES

RULE 20. The business of all regular meetings of the Council shall be transacted as follows; provided, however that the Presiding Officer may, during a Council meeting, rearrange items on the agenda to conduct the business before the Council more expeditiously. Any ruling by the Presiding Officer relative to rearrangement of items on the agenda may be overruled by a vote of a majority of members present.

- (a) Call to order by the Presiding Officer.
- (b) Pledge of Allegiance.
- (c) Invocation (Presiding Officer's discretion).
- (d) Roll call (See Rule 7 for procedure to excuse an absence).
- (e) Correspondence not previously received by the Council.

(f) Comments from the public (non-public hearing topics). Public comments are encouraged and appreciated. The information and advice received from citizens helps the City Council make the best possible decisions.

(1) Procedure.

(A) Citizens are encouraged to supplement verbal comments through written submittals.

(B) All citizens desiring to address Council during the Public Comment period shall first fill out a sign-in sheet, stating their name, address, and public comment topic, and the sign-in sheet shall be submitted to the City Clerk prior to the start of Public Comments.

(2) Scope of Comments.

(A) Subjects not on the current agenda. Any member of the public may request time to address the Council after first stating their name and City of residence. The Presiding Officer may then allow the comments subject to such time limitations as referenced in Rule 20(f)(3)(A) or as the Presiding Officer deems necessary. Following such comments the Presiding Officer may place the matter on the current agenda or a future agenda, or refer the matter to administration or a Council committee for investigation and report.

(B) Subjects on the current agenda. Any member of the public who wishes to address the Council on an item on the current agenda shall make such request to the Presiding Officer at the time when comments from the public are requested. The Presiding Officer shall rule on the appropriateness of public comments as the agenda item is reached. The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groupings (i.e.) proponents, opponents, adjacent owners, vested interests, etc.).

(C) Subjects of a Public Hearing. Comments made during the Public Comment period on a topic set for a public hearing by the City Council shall be out of order. To ensure a fair hearing to applicants or matters that are subject to a public hearing before the City Council, the Presiding Officer may rule public comments made outside the scope of a public hearing record to be out of order.

(D) Any ruling by the Presiding Officer relative to the preceding two subsections may be overruled by a vote of a majority of members present.

(3) Rules of Conduct. A minimum number of basic rules are established to ensure that all individuals wishing to address the City Council are fairly heard.

(A) Each person addressing the Council shall step up to the indicated speakers table, give his or her name and city of residence, and shall limit comments to three (3) minutes. Groups may be allotted five (5) minutes by the Presiding Officer.

(B) Except where permission is granted by the Presiding Officer, all remarks shall be made only from the designated speaking table and addressed to the Council as a body and not to individual members, the audience or the television cameras.

(C) The Presiding Officer or designee shall notify the individual when the allotted time has expired and the speaker shall promptly conclude his or her remarks. All speakers are encouraged to submit supplemental or detailed written remarks for Council consideration.

(D) Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be ordered to leave the meeting. The Presiding Officer has the authority and duty to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct and to enforce these rules.

(E) The Presiding Officer may rule “out of order” any comment made with respect to a quasi-judicial matter pending before the Council or its Boards or Commissions. Such comments should be made only at the hearing on a specific matter. If a hearing has been set, persons whose comments are ruled out of order will be notified of the time and place when they can appear at the public hearing on the matter and present their comments.

(F) Any person whose comments have been ruled out of order by the Presiding Officer shall immediately cease and refrain from further improper comments. The refusal of an individual to desist from personal, inappropriate, slanderous or otherwise disruptive remarks after being ruled out of order by the Presiding Officer may subject the individual to removal from the Council Chambers.

(g) Committee and Board reports.

(1) Procedure. Councilmembers and the Presiding Officer may give reports regarding boards or committees to which they have been appointed.

(2) Scope and Time Limits.

(A) The Presiding Officer may rule “out of order” any comments made during this portion of the meeting that do not pertain to the activities of the Councilmembers’ boards or committees.

(B) Board and committee reports shall also be limited to three (3) minutes unless extended time is granted by the Presiding Officer for matters of significant importance. The Presiding Officer or designee shall notify the Councilmember when the allotted time has expired and the Councilmember shall promptly conclude his/her report.

(h) Presiding Officer's report. In addition to any special board or committee reports, the Presiding Officer may give a report on any activity participated in as part of the official duties of the Mayor.

(i) Councilmember comments (non-agenda topics).

(1) Procedure. Councilmembers may comment on other subjects of importance and/or respond to citizen comments.

(2) Scope and Time Limits.

(A) Councilmember comments during this portion of the meeting shall be limited to subjects not on the current agenda. The Presiding Officer may rule "out of order" any comment made during this portion of the meeting with respect to any agenda item or quasi-judicial matter pending before the Council or its Boards or Commissions. Such comments should be made only at the hearing on a specific matter and/or during that portion of the meeting for which the agenda item is scheduled.

(B) Councilmember comments during this portion of the meeting shall also be limited to three (3) minutes. The Presiding Officer or designee shall notify the Councilmember when the allotted time has expired and the Councilmember shall promptly conclude his or her remarks.

(j) Administration reports.

(k) Consent Calendar.

(1) The City Manager, in consultation with the Presiding Officer, shall place matters on the Consent Calendar which have been: (a) previously discussed by the Council, or (b) based on the information delivered to members of the Council by administration that can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely, or (d) as directed by the City Council.

(2) The Clerk shall read the subject of each Consent Calendar item.

(3) The proper Council motion on the Consent Calendar is as follows: "I move adoption of the Consent Calendar." This motion shall be non-debatable and will have the effect of moving to adopt all items on the Consent Calendar. Since adoption of any item on the Consent Calendar implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Calendar. Therefore, prior to the vote on the motion to adopt the Consent Calendar, the Presiding Officer shall inquire if any Councilmember wishes an item to

be withdrawn from the Consent Calendar. If any matter is withdrawn, the item withdrawn from the consent calendar shall be the next business in order following the conclusion of the consent calendar.

(l) Public Hearings (see Rule 21 for procedural details).

(m) Old Business.

(n) New Business.

(o) Executive Session (as required)

(p) Next meeting date announced by Presiding Officer.

(q) Adjournment. No meeting shall be permitted to continue beyond 10:00 PM without approval of three-fourths of the Councilmembers who are present and eligible to vote. A new time limit must be established before taking a Council vote to extend the meeting. In the event that a meeting has not been closed or continued by Council vote prior to 10:00 PM, the items not acted on shall be deferred to the next regular Council meeting as old business, unless the Council, by a majority vote of members present, determines otherwise. (Res. 525 §1, 1988, amended by Res. 894 §1, 2000, amended by Res. 961 §4, 2003, amended by Res. 977, 2004, amended by Res. 1189, 2012, amended by Res. 1356, 2017).

ACTIONS FOR A PUBLIC HEARING

RULE 21. The procedures for a public hearing are as follows:

(a) Prior to the start of the "Comments from the Public" portion of the public hearing, the Presiding Officer may require that all persons wishing to be heard shall sign in with the Clerk, giving their names and addresses, the agenda item, and whether they wish to speak as proponent, opponent, or otherwise. Any person who fails to sign in shall not be permitted to speak until all those who signed in have done so. At any public hearing all persons who have signed in and wish to be heard shall be heard. However, the Presiding Officer shall be authorized to establish speaker time limits and otherwise control presentations to avoid repetition. In public hearings that are not of a quasi-judicial nature, the Presiding Officer, subject to concurrence of the majority of the Council, may establish time limits and otherwise control presentations. The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groupings (i.e. proponents, opponents, adjacent owners, vested interests, etc.).

(b) The Presiding Officer introduces the agenda item, opens the public hearing, and provides a summary of the following Rules of Order and/or advises the public that they may have a copy of such rules, which shall be available with other agenda materials regularly made available to the public at each Council meeting.

(1) "All comments by proponents, opponents, or the public shall be made from the speaker's rostrum and any individual making comments shall first give their name and city of

residence. This is required because an official recorded transcript of the public hearing is being made. If there is any appeal to King County Superior Court, the court must make its decision on the basis of what was said here."

(2) "It is not necessary to be a proponent or opponent in order to speak. If you consider yourself neither a proponent nor opponent, please speak during the proponent portion and identify yourself as neither a proponent nor an opponent."

(3) "No comments shall be made from any other location, and anyone making "out of order" comments shall be subject to removal from the meeting."

(4) "There will be no demonstrations during or at the conclusion of anyone's presentation."

(5) "These rules are intended to promote an orderly system of holding a public hearing, to give every person an opportunity to be heard, and to ensure that no individual is embarrassed by exercising their right of free speech."

(c) (1) When Council conducts a hearing to which the Appearance of Fairness Doctrine, (Rule 15) applies, the Presiding Officer, or in the case of a potential Rule 15 violation by that individual, the Deputy Mayor, will ask if any Councilmember knows of any reason which would require such member to excuse themselves pursuant to Rule 15. The suggested form of the announcement is as follows:

"All Councilmembers should now give consideration as to whether they have: (1) a demonstrated bias or prejudice for or against any party to the proceedings; (2) a direct or indirect monetary interest in the outcome of the proceedings; (3) a prejudgment of the issue prior to hearing the facts on the record; or (4) ex parte contact with any individual, excluding Administrative staff, with regard to an issue prior to the hearing. If any Councilmember should answer in the affirmative, then the Councilmember should state the reason for their answer at this time so that the Chair may inquire of Administration as to whether a violation of the Appearance of Fairness Doctrine exists."

(2) When Council conducts a "quasi-judicial" hearing, the Presiding Officer may require that all persons wishing to provide testimony during the course of such hearing provide an oath, on the record, affirming the truth of their testimony. The suggested form and process for such oath is as follows:

The Presiding Officer asks all possible speakers to raise their right hand, asks such individuals to consider the following question and respond "I do", and inquires:

"Do you affirm under penalty of perjury under the laws of the State of Washington that the testimony you are about to provide is true and accurate to the best of your knowledge?"

(d) At the outset of each public hearing or meeting to consider a zoning amendment or zoning reclassification the Presiding Officer will call upon City Administration to describe the matter under consideration, including legal standards for approval of the item before the Council, and ask the parties to limit their presentations to information within the scope of the standards.

(e) The Presiding Officer calls for proponents in quasi-judicial proceedings and for speakers in non-quasi-judicial proceedings.

(f) The proponents or speakers now speak. (Note: If the City of Des Moines is the proponent, a member or members of the administration shall be designated to give proponent and rebuttal testimony).

(g) The Presiding Officer calls for additional proponents or speakers three times.

(h) In non-quasi-judicial proceedings refer to Rules 21(l), otherwise the Presiding Officer calls for opponents by announcing the following:

"At this time the opponents will have an opportunity to speak. Should any opponent have questions to ask of the proponents, ask the questions during your presentation. The proponents shall note the question asked, and answer such questions when the proponent speaks in rebuttal. The proponent shall be required to answer any reasonable question, provided that the Presiding Officer reserves the right to rule any question out of order."

(i) Opponents speak.

(j) The Presiding Officer calls for additional opponents three times.

(k) The Presiding Officer calls for proponents to speak in rebuttal. A proponent speaking in rebuttal shall not introduce new material. If the proponent does, or is allowed to do so, the opponents shall also be allowed to rebut the new elements.

(l) The Presiding Officer announces the following:

"At this time I will inquire of the administration as to whether there have been any mis-statements of fact or whether the administration wishes to introduce any material as to subjects raised by the proponents or opponents or alter in any regard its initial recommendations."

(m) The Presiding Officer inquires as to whether any Councilmembers have any questions to ask the proponents, opponents, speakers, or administration. If any Councilmember has questions, the appropriate individual will be recalled to the podium.

(n) The Presiding Officer closes the public hearing.

(o) The Presiding Officer inquires if there is a motion by any Councilmembers. If a motion is made, it shall be in the form of an affirmative motion. Following the motion and its second, discussion occurs among Councilmembers. The Presiding Officer may call on individual Councilmembers in the discussion.

(p) The Presiding Officer inquires if there is any further discussion by the Councilmembers.

(q) The Presiding Officer inquires if there are any final comments or recommendations from administration.

(r) The Presiding Officer inquires of the Councilmembers as to whether they are ready for the question.

(s) The Clerk shall conduct a roll call vote.

(t) The Presiding Officer directs administration to prepare findings consistent with the action.

(Res. 571 §2, 1989, amended by Res. 894 §2, 2000, amended by Res. 1140, 2011, amended by Res. 1356, 2017).

VOTING

RULE 22. The votes during all meetings of the Council shall be transacted as follows:

(a) Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Councilmember, a roll call vote shall be taken by the Clerk. The order of the roll call vote shall be determined by the Presiding Officer.

(b) In case of a tie in votes on any proposal, the proposal shall be considered lost.

(c) Every member who was in the Council chambers when the question was put, shall give their vote unless the Councilmember excuses himself or herself in accordance with Rule 15. If any unexcused Councilmember refuses to vote "aye" or "nay", their vote shall be counted as a "nay" vote.

(d) The passage of any ordinance, grant or revocation of franchise or license, any resolution for the payment of money, any approval of warrants, and any resolution for the removal of the City Manager shall require the affirmative vote of at least a majority of the whole membership of the Council.

(e) The passage of any public emergency ordinance (an ordinance that takes effect immediately), expenditures for any calamity or violence of nature or riot or insurrection or war, and provisions for a lesser emergency such as a budget amendment shall require the affirmative vote of at least a majority plus one of the whole membership of the Council.

(f) The passage of any motion or resolution not subject to the provisions of RCW, DMMC, or this Resolution as amended, shall require the affirmative vote of at least a majority of the membership of the Council who are present and eligible to vote. (Amended by Res. 1140, 2011).

COMMITTEES

RULE 23. The procedures governing all committees of the Council shall be as follows:

(a) The following standing committees shall consist of three members of the Council appointed by the Mayor in January of each year or at such time as new standing committees are authorized: Environment, Municipal Facilities, Public Safety & Emergency Management, Transportation, and Economic Development.

(b) Council Committees for a particular purpose may be formed by motion of Council and members shall be appointed by the Mayor.

(c) Committees shall make a recommendation on proposed ordinances, resolutions and motions, within their area of responsibility before action is taken by the Council. Minutes shall be kept of each City Council standing and special committee meeting, listing discussion topics, comments made, and any final recommendations.

The Committee Chair shall present the recommendations of the committee to the City Council at a regular City Council meeting during the discussion of the item of business. (Res. 575 §1, 1989, amended by Res. 602, 1990, amended by Res. 633, 1990, amended by Res. 664, 1991 amended by Res. 685, 1992, amended by Res. 754 §3, 1994, amended by Res. 931 §1, 2002, amended by Res. 940 §1, 2002, amended by Res. 1140, 2011, amended by Res. 1379 §2, 2018).

ENACTED ORDINANCES, RESOLUTION AND MOTIONS

RULE 24. An enacted ordinance is a legislative act prescribing general, uniform, and permanent rules of conduct relating to the corporate affairs of the municipality. Council action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. An enacted resolution is an administrative act which is a formal statement of policy concerning matters of special or temporary character. Council action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. An enacted motion is a form of action taken by the Council to direct that a specific action be taken on behalf of the municipality. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. (Res. 525 §1, 1988).

RESOLUTIONS

RULE 25. A resolution may be put to its final passage on the same day on which it was introduced. The title of each resolution shall in all cases be read prior to its passage; provided, should a Councilmember request that the entire resolution or certain of its sections be read, such requests shall be granted. Printed copies shall be made available upon request to any person attending a Council meeting. (Res. 525 §1, 1988).

ORDINANCES

RULE 26. The procedure for ordinances is as follows:

(a) All ordinances shall have two separate readings. At each reading, if a Councilmember requests that the entire ordinance, certain sections, or the title be read, such requests shall be granted. Printed copies shall be made available upon request to any person attending a Council meeting.

(b) The provision requiring two separate readings of an ordinance may be temporarily suspended at any meeting of the Council by a majority vote of all members present.

(c) If a Motion to pass an ordinance to a second reading fails, the ordinance shall be considered lost.

(Res. 525 §1, 1988, amended by Res. 1140, 2011, amended by Res. 1379 §3, 2018.)

PERMISSION REQUIRED TO ADDRESS THE COUNCIL

RULE 27. Persons other than Councilmembers and administration shall be permitted to address the Council upon introduction by the Presiding Officer. (Res. 525 §1, 1988, amended by Res. 1140, 2011).

RECONSIDERATION

RULE 28. Any action of the Council, including final action on applications for changes in land use status; but excluding a reconsideration of any action previously reconsidered, motions to adjourn, motions to suspend the rules, an affirmative vote to lay on the table or to take from the table, or a vote electing to office one who is present and does not decline; shall be subject to a motion to reconsider. Such motions can only be made by a member of the prevailing side on the original action. A motion to reconsider must be made no later than the next succeeding regular Council meeting. A motion to reconsider is debatable only if the action being reconsidered is debatable. Upon passage of a motion to reconsider, the subject matter is returned to the table anew at the next regular Council meeting for any action the Council deems advisable. (Res. 525 §1, 1988).

LEGISLATIVE PROCESS, PREPARATION, INTRODUCTION AND FLOW OF ORDINANCES AND RESOLUTIONS AND MOTIONS

RULE 29. Ordinances and resolutions shall be prepared, introduced, and proceed in the manner described on the flow chart attached hereto as Exhibit "A", and by this reference incorporated herein. Prior to final passage of all ordinances, resolutions or motions, such documents or proposals shall be designated as DRAFTS as follows:

(a) PROPOSED DRAFTS shall contain the name of the group, organization, committee or individual originating, initiating or sponsoring the proposal prior to the first presentation to the City Council where a vote is taken directing some official action or further consideration.

(b) COUNCIL DRAFTS shall be documents or proposals which have been presented in open session and voted on by the City Council when the resultant Council action was other than passage or a vote to cease further consideration. (Res. 525 §1, 1988).

COUNCIL RELATIONS WITH BOARDS, COMMISSIONS AND COUNCIL CITIZEN ADVISORY BODIES

RULE 30. All statutory boards and commissions and Council citizen advisory bodies shall provide the Council with copies of minutes of all meetings. Communications from such boards, commissions and bodies to the City Council shall be made in the form of a motion and recorded in the minutes. Any such communication shall be officially acknowledged by the Council and receipt noted in the minutes. The procedure for acknowledging such receipt shall be as follows. Any member of the Council may bring such communication to the Presiding Officer's attention under the agenda item "Committee and Board Reports." The presiding Officer shall state: "So noted for the record," and thereafter the Clerk shall make an appropriate notation in the minutes. Should any member of the Council determine that any such communication be officially answered by the Council, the Presiding Officer shall place the matter on the agenda under New Business for the current meeting or any subsequent meeting. (Res. 525 §1, 1988).

COMPLAINTS AND SUGGESTIONS TO COUNCIL

RULE 31. When citizen complaints or suggestions are brought before the City Council not on an agenda, the Presiding Officer shall first determine whether the issue is legislative or administrative in nature and then:

(a) If legislative, and a complaint about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Council finds such complaint suggests a change to an ordinance or resolution of the City, the Council may refer the matter to a committee, Administration or the Council of the whole for study and recommendation.

(b) If administrative and a complaint regarding administrative staff performance, administrative execution of legislative policy or administrative policy within the authority of the City Manager, the Presiding Officer should then refer the complaint directly to the City Manager for his/her review if said complaint has not been so reviewed. The City Council may direct that the City Manager brief or report to the Council when his/her response is made. (Res. 525 §1, 1988).

ADMINISTRATIVE COMPLAINTS MADE DIRECTLY TO INDIVIDUAL COUNCILMEMBERS

RULE 32. When administrative policy or administrative performance complaints are made directly to individual Councilmembers, the Councilmember may then refer the matter directly to the City Manager for his/her view and/or action. The individual Councilmember may request to be informed of the action or response made to the complaint. (Res. 525 §1, 1988).

FILLING COUNCIL VACANCIES

RULE 33. If a vacancy occurs in the office of Councilmember, the Council will follow the procedures outlined in RCW 35A.13.020. In order to fill the vacancy with the most qualified person available until an election is held, the Council will widely distribute and publish a notice of the vacancy, the procedure and any application form for applying. The Council will draw up an application form which contains relevant information to answer set questions posed by the Council. The application forms will be used in conjunction with an interview of each candidate to aid the Council's selection of the new Councilmember. (Res. 525 §1, 1988).

**PHOTOGRAPHS, MOTION PICTURES, VIDEO TAPE --
PERMISSION REQUIRED FOR ARTIFICIAL ILLUMINATION**

RULE 34. No photographs, motion pictures, or video tapes that require the use of flash bulbs, electronic flashes, flood lights, or similar artificial illumination shall be made at City Council Meetings without the consent of the Presiding Officer or a majority of the Council. (Res. 525 §1, 1988).

AUDIO RECORDINGS OF MEETINGS

RULE 35. All meetings of the City Council should be recorded by the City Clerk on an audio recording device. (Res. 657, 1991, amended by Res. 1140, 2011).

VIDEO RECORDING AND BROADCAST

RULE 36. All public meetings of a quorum of the City Council not exempt from the Open Public Meetings Act held in the Des Moines City Hall at 21630 11th Avenue South should be video recorded and cablecast within the City. (Res. 772, 1994, amended by Res. 1140, 2011, amended by Res. 1189, 2012, amended by Res. 1356, 2017).

SPIRIT OF DES MOINES AWARD PROGRAM

RULE 37. It is the intent of the Des Moines City Council that a Spirit of Des Moines Awards Program be enacted by the Council to honor the commitment and dedication of its named recipients. Awards will be of two kinds; an annual award or lifetime achievement award. The awards shall be made in accordance with the Spirit of Des Moines Awards Policy and attached to these City Council Rules as Appendix A. (Res. 1140, 2011).

REFERENCES TO DES MOINES MUNICIPAL CODE (DMMC) AND REVISED CODE OF WASHINGTON (RCW)

DMMC 4.04.010 Council Meetings - City Hall Location.

All meetings of the City Council shall be held at 21630 11th Avenue South, which is designated as the location of the City Hall, except that, when necessary, the City Council may hold meetings at other places.

DMMC 4.04.020 Council Meetings - Time.

(1) The regular meetings of the City Council are held every Thursday, with the meetings convening at 7:00 p.m.; except when the regular meeting date falls on a legal holiday the meeting is canceled and the City Council shall not meet.

(2) The Presiding Officer may cancel a regular meeting at the Presiding Officer's discretion as the business of the City Council requires; except the City Council shall meet at least once each month.

RCW 35A.12.050 and 12.060 Forfeiture of Office.

The office of a Mayor or councilmember shall become vacant if the person who is elected or appointed to that position fails to qualify as provided by law, fails to enter upon the duties of that office at the time fixed by law without a justifiable reason, or as provided in RCW 35A.12.060 or 42.12.010. A vacancy in the office of Mayor or in the council shall be filled as provided in chapter 42.12 RCW. An incumbent councilmember is eligible to be appointed to fill a vacancy in the office of Mayor. A Councilmember shall forfeit his office if he fails to attend three consecutive regular meetings of the Council without being excused by the Council.

RCW 35A.13.020 Election of Councilmembers - Eligibility - Terms - Vacancies - Forfeiture of Office - Council Chair.

In council-manager code cities, eligibility for election to the Council, the manner of electing councilmembers, the numbering of council positions, the terms of councilmembers, the occurrence and the filling of vacancies, the grounds for forfeiture of office, and appointment of a Mayor pro tempore shall be governed by the corresponding provisions of RCW 35A.12.030, 35A.12.040, 35A.12.050, 35A.12.060 and 35A.12.065 relating to the council of a code city organized under the Mayor-council plan, except, that in council-manager cities where all council positions are at-large positions, the City Council may, pursuant to RCW 35A.13.033, provide that the person elected to council position one shall be the Council Chair and shall carry out the duties prescribed by RCW 35A.13.030.

RCW 42.30.080 Special Meetings.

A special meeting may be called at any time by the Presiding Officer of the governing body of a public agency or by a majority of the members of the governing body by delivering written notice personally, by mail, by fax, or by electronic mail to each member of the governing body.

Written notice shall be deemed waived in the following circumstances:

(a) A member submits a written waiver of notice with the clerk or secretary of the governing body at or prior to the time the meeting convenes. A written waiver may be given by telegram, fax, or electronic mail; or

(b) A member is actually present at the time the meeting convenes.

(2) Notice of a special meeting called under subsection (1) of this section shall be:

(a) Delivered to each local newspaper of general circulation and local radio or television station that has on file with the governing body a written request to be notified of such special meeting or of all special meetings;

(b) Posted on the agency's web site. An agency is not required to post a special meeting notice on its web site if it (i) does not have a web site; (ii) employs fewer than ten full-time equivalent employees; or (iii) does not employ personnel whose duty, as defined by a job description or existing contract, is to maintain or update the web site; and

(c) Prominently displayed at the main entrance of the agency's principal location and the meeting site if it is not held at the agency's principal location.

Such notice must be delivered or posted, as applicable, at least twenty-four hours before the time of such meeting as specified in the notice.

(3) The call and notices required under subsections (1) and (2) of this section shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meetings by the governing body.

(4) The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

RCW 42.30.090 Adjournments.

The governing body of a public agency may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting the clerk or secretary of the governing body may declare the meeting adjourned to a stated time and place. He or she shall cause a written notice of the adjournment to be given in the same manner as provided in RCW 42.030.080 for special meetings, unless such notice is waived as provided for special meetings. Whenever any meeting is adjourned a copy of the order or notice of adjournment shall be conspicuously posted immediately after the time of the adjournment on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by ordinance, resolution, bylaw, or other rule.

RCW 42.30.110 Executive Sessions.

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting.

- (a) To consider matters affecting national security;
- (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
- (c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;
- (d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood increased costs;
- (e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;
- (f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;
- (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when the governing body elects to take final action hiring, setting the salary or an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;
- (h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;
- (i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency;

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW 5.60.060(2)(a) concerning:

- (i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party;
- (ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western library network prices, products, equipment, and services, when such discussion would be likely to adversely affect the network's ability to conduct business in a competitive economic climate. However, final action on these matters shall be taken in a meeting open to the public.

(k) To consider, in the case of the state investment board, financial and commercial information when the information relates to the investment of public trust or retirement funds and when public knowledge regarding the discussion would result in loss to such funds or in private loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in RCW 41.05.026;

(m) To consider in the case of the life sciences discovery fund authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the Presiding Officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the Presiding Officer.

RCW 42.30.140 Chapter Controlling - Application. If any provision of this chapter conflicts with the provisions of any other statute, the provisions of this chapter shall control: *Provided*, that this chapter shall not apply to:

(1) The proceedings concerned with the formal issuance of an order granting, suspending, revoking, or denying any license, permit, or certificate to engage in any business, occupation or profession or to any disciplinary proceedings involving a member of such business, occupation or profession, or to receive a license for a sports activity or to operate any mechanical device or motor vehicle where a license or registration is necessary; or

(2) That portion of a meeting of a quasi-judicial body which relates to a quasi-judicial matter between named parties as distinguished from a matter having general effect on the public or on a class or group; or

(3) Matters governed by chapter 34.05 RCW, the Administrative Procedure Act; or

(4)(a) Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

RCW 42.36.010 Local Land Use Decisions.

Application of the appearance of fairness doctrine to local land use decisions shall be limited to the quasi-judicial actions of local decision-making bodies as defined in this section. Quasi-judicial actions of local decision-making bodies are those actions of the legislative body, planning commission, hearing examiner, zoning adjuster, board of adjustment, or boards which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested case proceeding. Quasi-judicial actions do not include the legislative actions adopting, amending, or revising comprehensive, community, or neighborhood plans or other land use planning documents or the adoption of area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance.

RCW 42.36.040 Public Discussion by Candidate for Public Office.

Prior to declaring as a candidate for public office or while campaigning for public office as defined by RCW 42.17A.005 no public discussion by expression of an opinion by a person subsequently elected to a public office, on any pending or proposed quasi-judicial actions, shall be a violation of the appearance of fairness doctrine.

RCW 42.36.050 Campaign Contributions.

A candidate for public office who complies with all provisions of applicable public disclosure and ethics laws shall not be limited from accepting campaign contributions to finance the campaign, including outstanding debts; nor shall it be a violation of the appearance of fairness doctrine to accept such campaign contributions.

RCW 42.36.060 Quasi-judicial Proceedings - Ex Parte Communications Prohibited, Exceptions.

During the pendency of any quasi-judicial proceeding, no member of a decision-making body may engage in ex parte communications with opponents or proponents with respect to the proposal which is the subject of the proceeding unless that person:

- (1) Places on the record the substance of any written or oral ex parte communications concerning the decision of action; and
- (2) Provides that a public announcement of the content of the communication and of the parties' rights to rebut the substance of the communication shall be made at each hearing where action is considered or taken on the subject to which the communication related. This prohibition does not preclude a member of a decision-making body from seeking in a public hearing specific information or data from such parties relative to the decision if both the request and the results are a part of the record. Nor does such prohibition preclude correspondence between a citizen and his or her elected official if any such correspondence is made a part of the record when it pertains to the subject matter of a quasi-judicial proceeding.

REFERENCES TO RESOLUTION NO. 1118 POLICIES GOVERNING CITY COUNCIL PARTICIPATION IN PUBLIC CONTRACTS

1. Interlocal Agreements. Chapter 39.34 RCW requires the governing bodies of participating public agencies to take appropriate action by ordinance, resolution or otherwise before interlocal agreements may enter into force. All interlocal agreements should appear on the consent calendar, subject to removal in accordance with the City Council Rules of Procedure.

2. Franchise Agreements. Franchise agreements such as Comcast, PSE, water, sewer, and the like require City Council approval. Franchise agreements should be referred to an *Ad Hoc* Council Committee for the study and recommendation prior to presentation to the City Council for approval.

3. Public Works (small works roster).
 - (a) MRSC rosters. The City wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to adopt for City use those state-wide electronic databases for small works roster and consulting services developed and maintained by MRSC and authorizes the City Manager to sign that contract. In addition, paper and/or electronic rosters may be kept on file by appropriate City departments.
 - (b) Small works rosters. The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:
 - (i) Cost. The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair or improvement of real property where the estimated cost does not exceed Three Hundred Thousand Dollars (\$300,000.00), which includes the costs of labor, material, equipment, and sales and/or use taxes as applicable. Instead, the City may use the small works roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.
 - (ii) Publication. At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster.
 - (iii) Telephone or written quotations. The City shall obtain telephone, written, or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) and may establish supplementary bidder criteria under RCW 39.04.350(2).
 - (A) A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

(B) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five (5) contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from One Hundred Fifty Thousand Dollars (\$150,000.00) to Three Hundred Thousand Dollars (\$300,000.00), the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:

- (1) Publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
- (2) Mailing a notice to these contractors; or
- (3) Sending a notice to these contractors by facsimile or email.

(C) At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.

(D) A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

(c) Limited public works process.

(i) If a work, construction, alteration, repair, or improvement project is estimated to cost less than Thirty-Five Thousand Dollars (\$35,000.00), the City may award such a contract using the limited public works process provided under RCW 39.04.155(3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three (3) contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.

(ii) For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

(iii) The City shall maintain a list of the contractors contacted and the contracts awarded during the previous twenty-four (24) months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

(iv) Determining the lowest responsible bidder. The City Council shall

award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City may call for new bids. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibility criteria established by the City.

(v) Award. The City Manager or his designee shall present all telephonic quotations/bids, and recommendation for award of the contract to the lowest responsible bidder to the City Council. However, for public works projects under Fifty Thousand Dollars(\$50,000.00), the City Manager shall have the authority to award public works contracts without City Council approval. For public works projects over Fifty Thousand Dollars (\$50,000.00), the City Council shall award all public works contracts.

(c) Consulting services rosters.

(i) Consulting services. Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.

(ii) Publication. At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find the address and telephone number of a representative of the City who can provide further details as to the City's projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a consulting services roster.

(iii) Professional architectural and engineering services. The MSRC rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the City's projected requirements for any category or type of professional or other consulting services. The City reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate City documents.

4. Public Works (Subject to Bid). Public work projects exceeding \$200,000 are subject to bid laws and shall be processed in accordance with the Revised Code of Washington. After opening of bids, results shall be submitted to the Council Committee of origin for study and recommendation prior to being presented to the City Council for approval and if there is no Council Committee of origin, shall be considered by the Council as a whole. Action taken by the City Council in awarding the bid and directing the City Manager to sign contracts should include authority granted to the City Manager to expend funds in the amount of the bid award plus ten percent.

5. Purchase of Supplies, Material, Equipment, and Non-Professional Services. For code cities of a population of 20,000 or greater there are no bidding requirements for purchases of supplies, material, equipment, or services which are not purchased in connection with a public work. For such purchases, the City Manager shall adopt written guidelines, subject to City Council approval, to ensure that purchases are made at the lowest possible price from a responsible vendor.

6. Architectural and Engineering Services. Chapter 39.80 RCW provides that in selecting architect and engineer consultants the City shall conduct discussions with one or more firms and shall select the firm deemed the most highly qualified to provide the services required for the proposed project. The Attorney General of the State of Washington has issued an opinion precluding cities from considering price when selecting architects and engineers, except for a final price negotiation after the most qualified architect or engineer has been selected. The following process shall govern awarding of contracts to architects or engineers:

- (a) The City Manager shall advertise the architectural and engineering requirements;
- (b) The City Manager shall thereafter enter into discussion with several firms and select the most qualified architect or engineer;
- (c) The City Manager shall then negotiate the scope of work and price with the architect or engineer selected; and
- (d) If the contract amount does not exceed \$50,000 and has been previously budgeted, the City Manager shall be authorized to sign a contract for such services without approval by the City Council or any committee thereof. If the contract amount exceeds \$50,000, the Contract should appear on the consent calendar, subject to removal in accordance with the City Council Rules of Procedure.
- (e) In case of a disaster, emergency, or immediate City need, including assistance on Capital Improvement Program projects and general engineering services previously approved by the Council, the City Manager shall be authorized to sign Task Order Assignments on multi-year "on-call" civil engineering services consultant contracts, which have been previously approved by the Council for services if the Task Order Assignment does not exceed \$50,000.
- (f) The City Manager shall, as part of the City Manager's monthly report, provide the City Council with a list of contracts with consultants that have been approved by the City Manager pursuant to this resolution.
- (g) The City Manager shall not allow task order assignments for a specific single project that cumulatively add up to an amount greater than \$50,000.00 without being approved by the City Council.

7. Leases of City Real Property. Leases of City real property are subject to review and approval by the City Council. The Mayor shall have discretion to submit any such lease to a standing or ad hoc committee for study and recommendation prior to being presented to the City Council for approval.

8. Contracts for General Professional Services. Contracts for general professional services, which do not involve architects or engineers, are not subject to the bid laws of the State of Washington. Examples of such services are computer consultants, financial consultants, management consultants, and the like. The process for awarding general professional services contracts shall be as follows:

- (a) The City Manager shall research the persons and firms that are available to such professional services, taking into consideration recommendations from any source.
- (b) The City Manager shall then negotiate a contract with the party selected, including scope of work and price.

(c) If the contract amount exceeds \$50,000, the contract should appear on the consent calendar, subject to removal in accordance with the *City Council Rules of Procedure*.

9. Administrative Contracts. Administrative contracts are contracts which do not fall into any other category described in this rule, and are for services previously budgeted by the City Council. Examples of administrative contracts are agreements with the Sexual Assault Center, VanGo, Senior Nutrition, D.A.W.N., and the like. The City Manager is authorized to execute administrative contracts, and the same shall not be subject to approval by the City Council or any committee thereof.

APPENDIX A

THE SPIRIT OF DES MOINES AWARDS PROGRAM POLICY

The spirit of any community is its citizens, community leaders, volunteers and donors. We are all bettered by the commitment and dedication they exhibit in keeping or enhancing those things that make the City of Des Moines special to us. We are remiss if we don't, from time to time, acknowledge those efforts. That is the impetus behind the Spirit of Des Moines Awards.

PURPOSE

The Spirit of Des Moines Award is given to publicly acknowledge the efforts and accomplishments of individuals' civic and community service to the betterment of the community of Des Moines, Washington – both over the course of a year, and over a lifetime.

ELIGIBILITY

Up to two individuals may be acknowledged in both the annual award, and lifetime award categories. Nominees for the award need not be Des Moines residents, but must have shown a consistent commitment and dedication to the betterment of Des Moines. Any person is eligible for the annual Spirit of Des Moines Award. Any person is eligible for the lifetime Spirit of Des Moines Award who has demonstrated at least two decades of civic and community service, or who has performed an extraordinary service to the community with long-lasting implications. An annual award recipient is eligible to be considered for future Spirit of Des Moines awards. A lifetime award recipient is ineligible to be considered for future Spirit of Des Moines awards.

NOMINATIONS

In September of each year, the community shall be solicited for nominees for the annual and lifetime Spirit of Des Moines Awards. Nominations shall be reviewed by a community-based review committee, and finalists will be chosen based on the eligibility criteria and any materials submitted to support the nomination. There will be at least two finalists for each position.

REVIEW COMMITTEE

A community-based review committee shall be established to review nominations from the community for the Spirit of Des Moines Awards. The review committee shall have no more than nine (9) members, and no fewer than five (5) members. The members of the review committee, who must be residents of Des Moines, shall be chosen from a cross-section of the Des Moines community – both geographically and in terms of the activities of the community. The Mayor and one other Des Moines City Councilmember shall serve on the committee, and the Mayor will be entrusted with choosing the remaining committee members. Neither elected official shall chair the review committee. Meeting notes shall be taken by the review committee, and those notes shall be kept and maintained by the City of Des Moines.

REVIEW PROCESS

Nominations are solicited from the community in September each year. The review committee shall meet no later than October 15th, and finalists shall be chosen by the committee no later than November 1st. Recipients shall be chosen by the Council from the group of finalists.

PUBLIC ACKNOWLEDGEMENT

The Spirit of Des Moines Awards shall be given out at a public meeting or event by the Mayor, no later than the middle of November each year. The physical awards reflect the connection of Des Moines, Washington to Puget Sound, and the official City of Des Moines theme of “the Waterland Community.”

CONTRIBUTIONS AND SPONSORSHIPS

Contributions and sponsorships may be solicited to offset the cost of presenting the Spirit of Des Moines Awards. Any funds collected in excess of the direct cost of presenting the awards shall be shared equally among Award recipients, and given as donations in their name to a local charity of their choosing.

ORGANIZATION AWARD

An honorary award may be given each year, at the recommendation of the review committee, to recognize the activities of an organization that has demonstrated a consistent commitment and dedication to the betterment of Des Moines.

(Res. 1140, 2011).

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City of Des Moines

Public Hearing – November 14, 2019
2020 Property Taxes/Revenue Sources

2020 Property Tax Revenue and Levy Rate

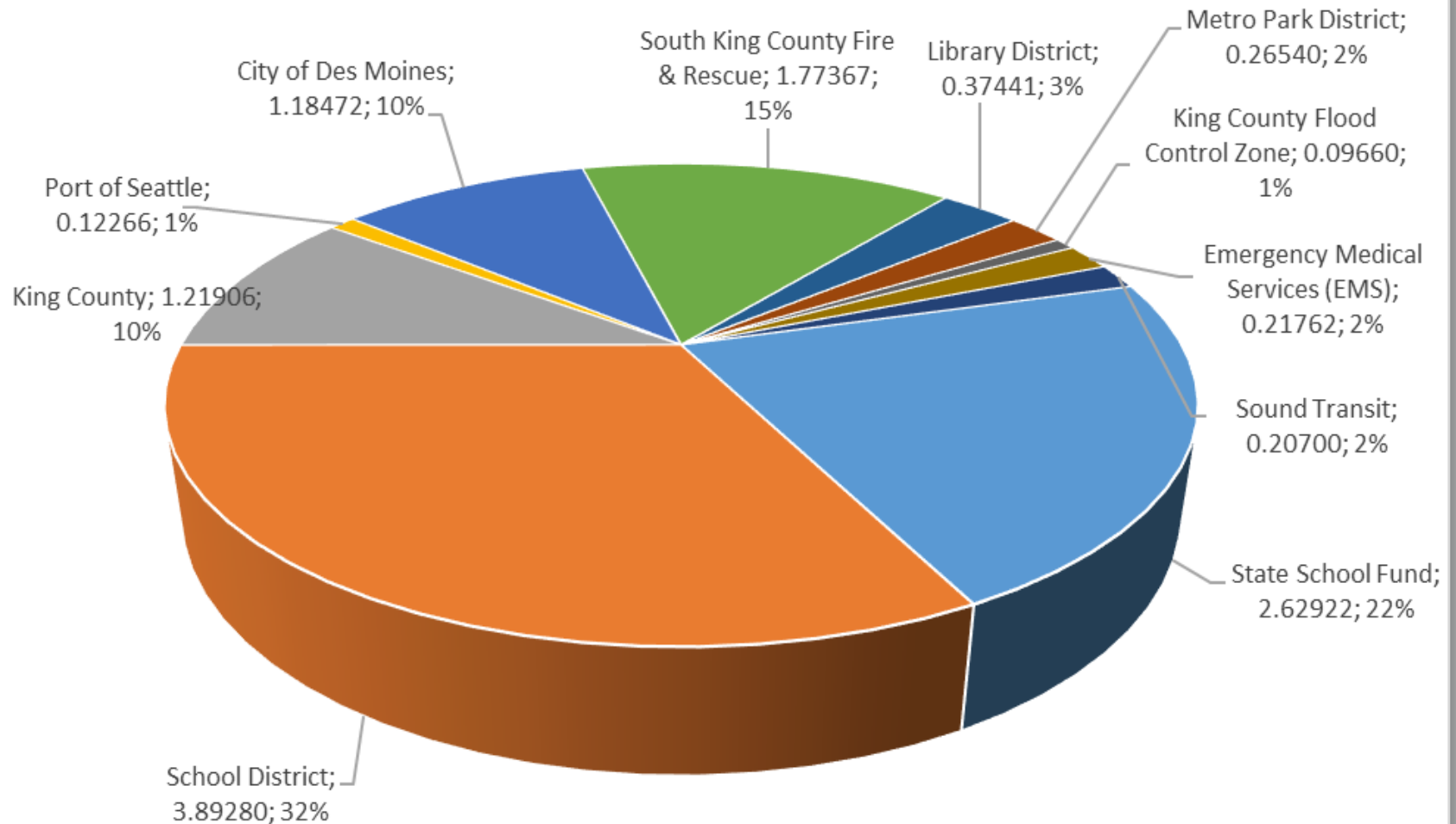
	Regular Levy		Dollar Change	% Change
	2019	2020		
Property Tax Revenue	\$ 5,116,181	\$ 5,266,750	\$ 150,569	2.9%
City of Des Moines Total				
Assessed Valuation	\$ 4,161,028,852	\$ 4,408,811,819	\$ 247,782,967	6.0%
Levy Rate	1.1847	1.1286		-4.7%

2020 Property Tax

Impact to Average Homeowner:	Regular Levy		Dollar Change		% Change
	2019	2020			
City of Des Moines					
Property Tax Revenue for					
\$350,000 AV	\$ 415	\$ 395	\$ (20)		-4.7%

Property Tax Distribution

2019 Total Tax Rate = \$11.98316 per \$1,000 Assessed Value



Property Taxes

Year	Assessed Valuation (AV)	% Change in AV	Levy	Levy Rate
2016	2,871,886,336	7.7%	\$ 4,744,998	1.6522
2017	3,194,299,789	11.2%	\$ 4,825,809	1.5108
2018	3,786,485,943	18.5%	\$ 4,942,969	1.3054
2019	4,161,028,852	9.9%	\$ 5,116,181	1.1847
Estimated 2020	4,408,811,819	6.0%	\$ 5,266,750	1.1286

Marina Revenues

- ❖ Marina rates were set from fiscal years 2017 through 2020 per Ordinance #1685.
- ❖ Rate increases started July 1, 2017 and then effective January 1st each year thereafter.
- ❖ A rate increase ranging from 2% to 4% will be effective January 1, 2020.
- ❖ 2020 Moorage Rates Chart is available at the Marina Office.

Surface Water Management Revenues

- ❖ Surface Water Management rates were set from fiscal years 2016 through 2020 per Ordinance #1627.
- ❖ Baseline rates were set effective January 1, 2016.
- ❖ Rate increases started January 1, 2017 and then effective January 1st each year thereafter.
- ❖ A rate increase of 5.72% will be effective January 1, 2020.

MOTION 1a: “I MOVE TO SUSPEND RULE 26(a) IN ORDER TO ENACT DRAFT ORDINANCE NO. 19-108 ON FIRST READING.”

MOTION 1b: “I MOVE TO ENACT DRAFT ORDINANCE NO. 19-108, DETERMINING THE AMOUNT OF FUNDS TO BE RAISED BY AD VALOREM TAXES FOR THE YEAR 2020 FOR GENERAL CITY EXPENDITURES.”

MOTION 2a: “I MOVE TO SUSPEND RULE 26(a) IN ORDER TO ENACT DRAFT ORDINANCE NO. 19-114 ON FIRST READING.”

MOTION 2b: “I MOVE TO ENACT DRAFT ORDINANCE NO. 19-114 AUTHORIZING THE INCREASE IN AD VALOREM TAXES FOR THE YEAR 2020 FOR GENERAL CITY EXPENDITURES.”

[illegible]

ISSUER COMMENT

8 November 2019

RATING

General Obligation (or GO Related) ¹

Aa3 No Outlook

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Japan 81-3-5408-4100
EMEA 44-20-7772-5454

City of Des Moines, WA

Annual Comment on Des Moines

Issuer Profile

The City of Des Moines is located in King County in western Washington on the Eastern Shore of the Puget Sound, midway between Seattle and Tacoma. The county has a population of 2,118,119 and a moderate population density of 996 people per square mile. The county's median family income is \$105,512 (1st quartile) and the September 2019 unemployment rate was 3% (1st quartile) ². The largest industry sectors that drive the local economy are professional/scientific/technical services, health services, and retail trade.

Credit Overview

Des Moines' credit position is strong, and its Aa3 rating is level with the median rating of Aa3 for cities nationwide. Key credit factors include a healthy financial position, a low debt burden and a mid-ranged pension liability. It also reflects a sizable tax base and a healthy wealth and income profile.

Finances: The city has a healthy financial position, which is a strength when compared to the assigned rating of Aa3. Des Moines' cash balance as a percent of operating revenues (35.5%) approximates the US median, and saw an impressive increase between 2014 and 2018. Additionally, the fund balance as a percent of operating revenues (38.1%) is roughly equivalent to other Moody's-rated cities nationwide.

Debt and Pensions: The debt burden of Des Moines is light and is a credit strength in comparison to its Aa3 rating. The net direct debt to full value (0.4%) is under the US median, and remained stable from 2014 to 2018. The pension liability of the city is moderate and is slightly weak in relation to the assigned rating of Aa3. The Moody's-adjusted net pension liability to operating revenues (1.1x) favorably is slightly below the US median.

Economy and Tax Base: The economy and tax base of Des Moines are healthy and are a modest credit strength in relation to its Aa3 rating. The full value per capita (\$122,778) is stronger than the US median, and saw an impressive increase from 2014 to 2018. Furthermore, the total full value (\$3.8 billion) exceeds other Moody's-rated cities nationwide. Lastly, the median family income is 102.1% of the US level.

Management and Governance: Washington cities have an institutional framework score ³ of "Aa," or strong. Although cities depend on economically sensitive tax revenues (sales, business and occupation), post-recession collections have been strong, making revenues moderately predictable. Cities have a moderate ability to increase property taxes by 1% annually, subject to state statutory limits. Expenditures primarily consist of public safety costs, which are highly predictable. Expenditure-reduction ability is moderate due to modest

fixed costs. Cities also have the ability to make mid-year budgetary reductions not related to public safety.

Sector Trends - Washington Cities

Washington cities are likely to experience steady economic growth over the near-term. Sales tax and other economically sensitive revenues should improve as unemployment levels remain low, particularly in the Puget Sound region. Strong improvement in the housing market will continue to boost assessed valuation growth and property tax collections. Pension costs are not a significant source of credit weakness, but remain a longer-term challenge.

EXHIBIT 1

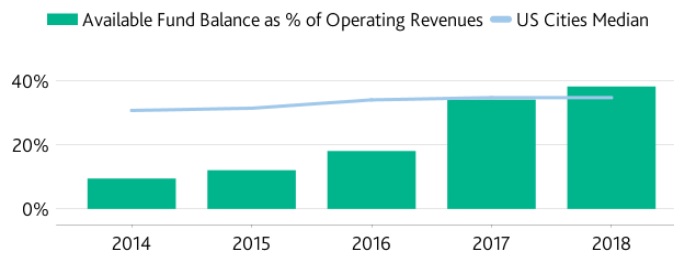
Key Indicators ^{4 5} Des Moines

	2014	2015	2016	2017	2018	US Median	Credit Trend
Economy / Tax Base							
Total Full Value	\$2,249M	\$2,696M	\$2,899M	\$3,228M	\$3,823M	\$1,904M	Improved
Full Value Per Capita	\$73,994	\$87,784	\$93,826	\$103,883	\$122,778	\$94,106	Improved
Median Family Income (% of US Median)	102%	102%	104%	102%	102%	111%	Stable
Finances							
Available Fund Balance as % of Operating Revenues	9.5%	12.0%	18.0%	34.0%	38.1%	34.6%	Improved
Net Cash Balance as % of Operating Revenues	9.7%	10.7%	22.0%	34.7%	35.5%	39.6%	Improved
Debt / Pensions							
Net Direct Debt / Full Value	0.5%	0.4%	0.3%	0.2%	0.4%	1.1%	Stable
Net Direct Debt / Operating Revenues	0.55x	0.47x	0.34x	0.25x	0.46x	0.84x	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Full Value	1.0%	1.2%	1.2%	1.1%	0.9%	1.9%	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Operating Revenues	1.22x	1.51x	1.41x	1.16x	1.14x	1.56x	Stable
	2014	2015	2016	2017	2018	US Median	
Debt and Financial Data							
Population	30,403	30,715	30,904	31,080	31,140	N/A	
Available Fund Balance (\$000s)	\$1,767	\$2,475	\$4,604	\$10,772	\$11,272	\$8,028	
Net Cash Balance (\$000s)	\$1,806	\$2,200	\$5,628	\$11,002	\$10,523	\$9,530	
Operating Revenues (\$000s)	\$18,695	\$20,553	\$25,574	\$31,678	\$29,614	\$23,172	
Net Direct Debt (\$000s)	\$10,354	\$9,565	\$8,746	\$7,896	\$13,698	\$19,139	
Moody's Adjusted Net Pension Liability (3-yr average) (\$000s)	\$22,824	\$31,040	\$36,089	\$36,616	\$33,751	\$35,448	

Source: Moody's Investors Service

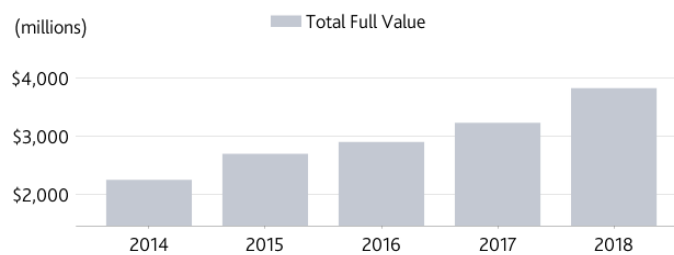
This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moody's.com for the most updated credit rating action information and rating history.

EXHIBIT 2

Available fund balance as a percent of operating revenues increased from 2014 to 2018

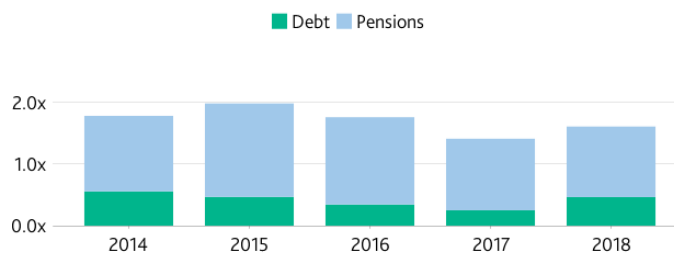
Source: Issuer financial statements; Moody's Investors Service

EXHIBIT 3

Full value of the property tax base increased from 2014 to 2018

Source: Issuer financial statements; Government data sources; Offering statements; Moody's Investors Service

EXHIBIT 4

Moody's-adjusted net pension liability to operating revenues was stable from 2014 to 2018

Source: Issuer financial statements; Government data sources; Offering statements; Moody's Investors Service

Endnotes

- 1 The rating referenced in this report is the issuer's General Obligation (GO) rating or its highest public rating that is GO-related. A GO bond is generally backed by the full faith and credit pledge and total taxing power of the issuer. GO-related securities include general obligation limited tax, annual appropriation, lease revenue, non-ad valorem, and moral obligation debt. The referenced ratings reflect the government's underlying credit quality without regard to state guarantees, enhancement programs or bond insurance.
- 2 The demographic data presented, including population, population density, per capita personal income and unemployment rate are derived from the most recently available US government databases. Population, population density and per capita personal income come from the American Community Survey while the unemployment rate comes from the Bureau of Labor Statistics.

The largest industry sectors are derived from the Bureau of Economic Analysis. Moody's allocated the per capita personal income data and unemployment data for all counties in the US census into quartiles. The quartiles are ordered from strongest-to-weakest from a credit perspective: the highest per capita personal income quartile is first quartile, and the lowest unemployment rate is first quartile.

- 3 The institutional framework score assesses a municipality's legal ability to match revenues with expenditures based on its constitutionally and legislatively conferred powers and responsibilities. See [US Local Government General Obligation Debt \(December 2016\)](#) methodology report for more details.
- 4 For definitions of the metrics in the Key Indicators Table, [US Local Government General Obligation Methodology and Scorecard User Guide \(July 2014\)](#). Metrics represented as N/A indicate the data were not available at the time of publication.
- 5 The medians come from our most recently published local government medians report, [Medians - Tax base growth underpins sector strength, while pension challenges remain \(May 2019\)](#) which is available on Moody's.com. The medians presented here are based on the key metrics outlined in Moody's GO methodology and the associated scorecard.

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CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

2020 PRELIMINARY ANNUAL BUDGET – Public Hearings

1

October 19, 2019, 1st Public Hearing
November 14, 2019, 2nd Public Hearing

2020 Preliminary Annual Budget

Solvent ~ Strong ~ Sustainable

Maintaining the City's ability to provide current levels of service, ensuring all new programs are aligned with the City Manager and City Council's priorities and providing adequate fund balance and reserves.

2020 Department Requests - Staffing

3

FTE REQUESTS – (ONE-TIME)

➤ General Fund (001):

- 4.0 FTE - Police Officers – Hire Ahead Program.
(4.0 FTE Authorized, but 3.0 FTE Funded).
- 0.5 FTE – HR Intern (Limited Term, 6 months)

➤ Planning, Building & Public Works – Development Fund (105):

- 1.0 FTE - Community Development: Building Inspector/Plans Examiner.
(Hire Ahead Program for Succession Planning & Institutional knowledge approved in 2019 for 2.0 FTE).
- 2.0 FTE – Sound Transit Development Agreement.
 - Administrative Coordinator
 - Civil Engineer

2020 Department Requests - Programs

4

Program Enhancements/Increases (Subject to Council Approval):

➤ One-time:

- Professional Services for Economic Development, Marina Redevelopment, and other emerging issues - \$100,000.
- Metro Shuttle – Midday & Saturday Service- \$87,400.
- Audio System at the Senior Center - \$25,000.
- Event Center Athletic Floor - \$78,690 with \$50,000 grant - \$28,690
- Des Moines Memorial Flag Triangle - \$35,000

2020 Department Requests - Programs

5

Public Safety Program Expenditures:

➤ On-going:

- In Car Camera Cloud Storage- \$2,700/year.
- Onsite Training - \$15,000

➤ One-time:

- In Car Cameras - \$125,000, lease to own over 5 year period.
- Drone Pilot Program - \$12,000
- Evidence Storage Container - \$6,000
- Radar Equipment - \$10,000

Changes to the 2020 Preliminary Annual Budget

- ▶ \$15,000 Increase to the Arts Commission budget (Arts Commission recommendation)
- ▶ \$30,000 Increase in Affordable and Supportive Housing Sales Tax Revenue and \$30,000 Increase in Human Services budget to provide funding in support of regional affordable housing.

Changes to the 2020 Preliminary Annual Budget

I-976 impact – recommended motions:

- ▶ To direct Administration to eliminate all Transportation Benefit District revenues from the 2020 Annual Budget; and
- ▶ To direct Administration to move \$475,000 from the Arterial Pavement Program in the capital budget to the Street Fund, in order to replace the Transportation Benefit District funding lost by I-976

GENERAL FUND:

8

2019-2024 GENERAL FUND

	BUDGET 2019	REVISED EST 2019	BUDGET 2020	FORECAST			
				2021	2022	2023	2024
BEGINNING RESERVE	\$ 4,946,525	\$ 5,743,219	\$ 4,500,950	\$ 4,442,903	\$ 4,842,307	\$ 5,274,699	\$ 5,427,766
Operating Revenues	23,113,425	23,624,628	25,195,977	25,653,931	26,025,022	26,491,213	27,252,741
Operating Expenditures	(22,704,880)	(23,454,488)	(24,760,709)	(25,364,567)	(25,667,630)	(26,113,146)	(26,678,499)
Net Activity ("Operating revenues over (under) operating expenditures")	408,545	170,140	435,268	289,364	357,392	378,067	574,242
ONE-TIME ACTIVITIES							
Total One-Time Revenues	1,000,000	1,191,624	961,000	768,000	653,600	358,000	250,200
Expenditures							
Total One-Time Expenditures - CIP & Public Safety	(1,385,010)	(1,734,613)	(1,019,835)	(425,000)	(425,000)	(475,000)	(200,000)
Total Other One-Time Expenditures	(691,781)	(869,420)	(434,480)	(232,960)	(153,600)	(108,000)	(25,200)
Total One-Time Expenditures	(2,076,791)	(2,604,033)	(1,454,315)	(657,960)	(578,600)	(583,000)	(225,200)
ENDING RESERVE	\$ 4,278,279	\$ 4,500,950	\$ 4,442,903	\$ 4,842,307	\$ 5,274,699	\$ 5,427,766	\$ 6,027,008
Reserve policy for the General Fund Ending Fund Balance per Ordinance No. 1703.							
GFOA Target of 60 days (approx. 16.67%)	3,784,903	3,909,863	4,127,610	4,228,273	4,278,794	4,353,061	4,447,306
Reserve (shortfall) surplus to GFOA Target	493,376	591,087	315,293	614,034	995,905	1,074,705	1,579,702
Ending Reserve - % Total Expenditures	18.84%	19.19%	17.94%	19.09%	20.55%	20.79%	22.59%

DEVELOPMENT FUND:

2019-2024 FUND 105 FINANCIAL FORECAST

	BUDGET 2019	REVISED EST 2019	BUDGET 2020	FORECAST			
				2021	2022	2023	2024
BEGINNING RESERVE	\$4,446,615	\$4,699,442	\$3,810,472	\$ 3,728,751	\$ 3,333,155	\$ 2,843,437	\$ 2,123,168
Revenues (excludes Sound Transit)	2,510,680	1,617,472	2,344,623	1,975,608	1,709,130	1,691,080	1,668,030
Expenditures (excludes Sound Transit)	(3,115,952)	(2,708,205)	(2,744,027)	(2,636,751)	(2,560,369)	(2,624,257)	(2,708,148)
Other Expenditure Reductions					150,000	155,000	160,000
Net Activity	<u>(605,272)</u>	<u>(1,090,733)</u>	<u>(399,404)</u>	<u>(661,144)</u>	<u>(701,239)</u>	<u>(778,177)</u>	<u>(880,118)</u>
Sound Transit Revenues	396,062	315,937	548,400	506,044	459,664	314,460	79,800
Sound Transit Expenditures		(114,175)	(230,717)	(240,497)	(248,142)	(256,552)	(132,902)
Sound Transit Net Activity	<u>396,062</u>	<u>201,763</u>	<u>317,683</u>	<u>265,547</u>	<u>211,522</u>	<u>57,908</u>	<u>(53,102)</u>
Total Net Activity	<u>(209,210)</u>	<u>(888,970)</u>	<u>(81,721)</u>	<u>(395,596)</u>	<u>(489,718)</u>	<u>(720,269)</u>	<u>(933,220)</u>
ENDING RESERVE	\$4,237,405	\$3,810,472	\$3,728,751	\$ 3,333,155	\$ 2,843,437	\$ 2,123,168	\$ 1,189,948

MARINA FUND:

10

2019-2024 MARINA FUND FINANCIAL FORECAST

	BUDGET 2019	REVISED EST 2019	BUDGET 2020	FORECAST			
				2021	2022	2023	2024
BEGINNING WORKING CAPITAL	\$ 3,635,762	\$ 3,134,075	\$ 3,498,903	\$ 3,570,538	\$ 4,013,113	\$ 3,974,337	\$ 3,408,009
Operating Revenues	4,333,286	4,383,286	4,769,474	4,477,892	4,567,231	4,659,319	4,754,244
Operating Expenses	(2,971,780)	(2,920,883)	(3,197,026)	(3,195,171)	(3,276,536)	(3,356,461)	(3,432,150)
Operating Income (Loss) excluding depreciation	<u>1,361,506</u>	<u>1,462,403</u>	<u>1,572,448</u>	<u>1,282,721</u>	<u>1,290,695</u>	<u>1,302,858</u>	<u>1,322,094</u>
Transfers In from 1-Time Sales Tax Fund for Capital	50,000	50,000	330,000	-	-	-	-
Capital Improvements	(875,000)	(315,000)	(804,000)	(60,000)	(550,000)	(1,400,000)	-
Intrafund Transfers	(450,000)	-	82,000	-	-	-	-
Debt Service	(782,575)	(782,575)	(778,813)	(780,146)	(779,471)	(469,186)	(472,525)
Total Capital Improvements & Debt Service	<u>(2,107,575)</u>	<u>(1,097,575)</u>	<u>(1,500,813)</u>	<u>(840,146)</u>	<u>(1,329,471)</u>	<u>(1,869,186)</u>	<u>(472,525)</u>
Total Net Activity	<u>(746,069)</u>	<u>364,828</u>	<u>71,635</u>	<u>442,575</u>	<u>(38,776)</u>	<u>(566,328)</u>	<u>849,569</u>
ENDING WORKING CAPITAL	\$ 2,889,693	\$ 3,498,903	\$ 3,570,538	\$ 4,013,113	\$ 3,974,337	\$ 3,408,009	\$ 4,257,578

Capital Improvements:							
Fuel & Electrical Replacement	\$ 190,000	\$ 70,000	\$ 244,000	\$ -	\$ -	\$ -	\$ -
Tenant Restroom Replacement	50,000	50,000	330,000	-	-	-	-
Dock Electrical Replacements	-	60,000	60,000	60,000	60,000		
Marina Guest Moorage Power Upgrades	-	-	170,000	-			
Marina Dock Replacement						1,400,000	
10-Yr Dredging Services	135,000	135,000	-	-	490,000		
N Bulkhead Replacement	500,000	-					
Total Capital Improvements	<u>\$ 875,000</u>	<u>\$ 315,000</u>	<u>\$ 804,000</u>	<u>\$ 60,000</u>	<u>\$ 550,000</u>	<u>\$ 1,400,000</u>	<u>\$ -</u>

SWM FUND:

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2019-2024 SURFACE WATER MANAGEMENT FUND FINANCIAL FORECAST

	BUDGET 2019	REVISED EST 2019	BUDGET 2020	FORECAST			
	2021	2022	2023	2024			
BEGINNING WORKING CAPITAL	\$ 3,617,217	\$ 5,289,348	\$ 4,175,107	\$ 2,534,828	\$ 2,720,823	\$ 1,694,612	\$ 859,820
Operating Revenues	4,141,914	4,141,914	4,332,323	4,545,334	4,647,466	4,751,947	4,858,832
Operating Expenses	(3,215,940)	(3,233,205)	(3,482,652)	(3,475,389)	(3,623,727)	(3,767,739)	(3,940,345)
Operating Income (Loss) excluding depreciation	925,974	908,709	849,671	1,069,945	1,023,739	984,208	918,487
Storm Drainage Hook-Up Fees	65,000	65,000	65,000	65,000	65,000	-	-
Interest Income	50	50	50	50	50	-	-
Capital Improvements	(1,705,000)	(2,088,000)	(2,555,000)	(949,000)	(2,115,000)	(1,819,000)	(662,000)
Total Change	(713,976)	(1,114,241)	(1,640,279)	185,995	(1,026,211)	(834,792)	256,487
ENDING WORKING CAPITAL	\$ 2,903,241	\$ 4,175,107	\$ 2,534,828	\$ 2,720,823	\$ 1,694,612	\$ 859,820	\$ 1,116,307
Capital Improvements:							
Annual Pipe Replacement	\$ -	\$ -	\$ -	\$ -	\$ 44,000	\$ 285,000	\$ -
Barnes Creek/KDM Culvert	20,000	279,000	1,220,000	-	-	-	-
24th Ave Pipe Replacement	64,000	-	64,000	-	744,000	-	-
251st St. Storm Outfall	-	55,000	-	-	-	-	-
Deepdene Outfall	224,000	310,000	-	-	-	-	-
South 223rd Stormwater Improvements	-	1,000	-	-	-	-	-
216th/11th Ave Pipe Replacement	280,000	280,000	-	-	-	-	-
Pond Safety Improvements	35,000	42,000	-	-	-	-	-
6th Ave/239th Pipe Replacement	257,000	108,000	218,000	-	-	-	-
8th Ave Pipe (264th to 265th)	258,000	64,000	221,000	-	-	-	-
14th Ave (268th to 272nd) Pipe Upgrade	94,000	-	-	-	-	-	109,000
N Fork McSorley Ck Diversion	85,000	191,000	347,000	-	-	-	-
Soundview Dr./Redondo Beach Dr. Pipe Upgrade Project	45,000	102,000	160,000	-	-	-	-
10th Ave Pipe Replacement	-	8,000	152,000	-	-	-	-
DMMD/200th Stormwater Extension	-	220,000	-	-	-	-	-
S 251st Pipe Replacement Project	-	85,000	-	-	-	-	-
24th Ave Sidewalk & S 216th Segment 3 Project	343,000	343,000	-	-	-	-	-
DMMD 208th to 212th Pipe Project	-	-	119,000	484,000	-	-	-
KDM /16th Avenue A Pipe Replacement	-	-	54,000	218,000	-	-	-
KDM/ 16th Ave B Pipe Replacement	-	-	-	-	245,000	904,000	-
5th Ave/212th St Pipe Upgrade	-	-	-	170,000	714,000	-	-
216th Pl/ Marine view Dr Pipe Upgrade	-	-	-	77,000	247,000	-	-
232nd Street (10th to 14th) Pipe Project	-	-	-	-	121,000	508,000	-
258th Street (13th Pl to 16th) Pipe Project	-	-	-	-	-	122,000	344,000
6th Place/287th St Pipe Replacement	-	-	-	-	-	-	209,000
Total Capital Improvements	\$ 1,705,000	\$ 2,088,000	\$ 2,555,000	\$ 949,000	\$ 2,115,000	\$ 1,819,000	\$ 662,000

- MOTION 1: “I MOVE TO DIRECT ADMINISTRATION TO ELIMINATE ALL TRANSPORTATION BENEFIT DISTRICT REVENUES FROM THE 2020 ANNUAL BUDGET, GIVEN THE PROJECTED OUTCOME OF INITIATIVE I-976.”
- MOTION 2: “I MOVE TO DIRECT ADMINISTRATION TO MOVE \$475,000 FROM THE ARTERIAL PAVEMENT PROGRAM IN THE CAPITAL BUDGET TO THE STREET FUND, IN ORDER TO REPLACE THE TRANSPORTATION BENEFIT DISTRICT FUNDING LOST BY INITIATIVE I-976.”
- MOTION 3: “I MOVE TO PASS DRAFT ORDINANCE NO. 19-107, ESTABLISHING THE 2020 ANNUAL BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020, AS AMENDED.”

[illegible]

PUBLIC HEARING – 2019 OPERATING AND CAPITAL BUDGETS

November 14, 2019

		2019 ORIGINAL BUDGET				CHANGE IN BUDGET		2019 AMENDED BUDGET			
		BEGINNING		ENDING				ACTUAL		AMENDED	
APPROPRIATED FUNDS		BALANCE	REVENUE	EXPENDITURE	BALANCE	REVENUE	EXPENDITURE	BALANCE	REVENUE	EXPENDITURE	BALANCE
001	GENERAL FUND	4,946,525	24,113,425	24,781,677	4,278,273	702,827	1,276,844	5,743,219	24,816,252	26,058,521	4,500,950
101	STREETS	771,356	1,683,608	1,677,883	777,081	8,000	45,621	748,129	1,691,608	1,723,504	716,233
102	ARTERIAL STREET PAVEMENT	1,071,232	1,083,800	926,000	1,229,032	(286,000)	(148,000)	1,172,531	797,800	778,000	1,192,331
105	DEVELOPMENT	4,446,615	2,906,742	3,115,952	4,237,405	(973,333)	(293,573)	4,699,442	1,933,409	2,822,379	3,810,472
107	POLICE DRUG SEIZURE	10,446	1,000	1,000	10,446	-	-	22,040	1,000	1,000	22,040
111	HOTEL-MOTEL TAX	(3,491)	112,000	112,000	(3,491)	-	-	21,376	112,000	112,000	21,376
140	REDONDO ZONE	36,433	93,150	54,429	75,154	-	64,532	38,607	93,150	118,961	12,796
141	WATERFRONT ZONE	190,729	198,600	110,729	278,600	26,470	-	50,590	225,070	110,729	164,931
142	PBPW AUTOMATION FEE	295,895	100,000	90,881	305,014	29,500	-	314,976	129,500	90,881	353,595
152	URBAN FORESTRY	10,000	10,000	5,000	15,000	-	-	-	10,000	5,000	5,000
180	ABATEMENT	25,760	5,300	200	30,860	-	-	42,307	5,300	200	47,407
190	AUTOMATED SPEED ENFORCE (ASE)	375,147	350,000	482,000	243,147	(91,500)	(187,000)	370,517	258,500	295,000	334,017
199	TRANSPORTATION BENEFIT DISTRICT	158,827	944,000	931,328	171,499	-	(20,000)	170,233	944,000	911,328	202,905
201	REET 1 Eligible Debt	19,130	17,354	16,870	19,614	1,710	-	19,331	19,064	16,870	21,525
202	REET 2 Eligible Debt	38,570	247,102	246,668	39,004	-	-	73,310	247,102	246,668	73,744
208	2018 LTGO Debt Service	1,964,004	228,000	2,150,050	41,954	35,000	92,000	1,988,952	263,000	2,242,050	9,902
301	REET 1 Holding	1,271,111	562,000	355,915	1,477,196	445,000	96,000	1,554,876	1,007,000	451,915	2,109,961
302	REET 2 Holding	871,639	507,000	818,102	560,537	438,000	395,000	1,336,103	945,000	1,213,102	1,068,001
305	Park Levy	4,757	57,000	54,000	7,757	-	8,000	8,310	57,000	62,000	3,310
306	Park In Lieu	620,810	125,000	249,000	496,810	79,580	377,000	620,281	204,580	626,000	198,861
309	One Time Sales Tax	1,345,537	500,000	706,000	1,139,537	330,000	180,000	2,075,828	830,000	886,000	2,019,828
310	Municipal Capital Improve	1,160,372	7,530,000	6,337,000	2,353,372	(2,170,000)	(2,674,000)	1,525,911	5,360,000	3,663,000	3,222,911
319	Transportation Capital Improve	1,396,346	7,936,000	8,195,000	1,137,346	730,000	616,000	1,576,617	8,666,000	8,811,000	1,431,617
320	Traffic In Lieu	395,978	1,815,750	1,750,000	461,728	-	(250,000)	110,607	1,815,750	1,500,000	426,357
321	Traffic Impact - City Wide	1,575,929	1,086,000	2,157,000	504,929	-	445,732	1,714,199	1,086,000	2,602,732	197,467
322	Traffic Impact - Pac Ridge (S)	296,859	1,500	-	298,359	279,732	-	299,628	281,232	-	580,860
401	Marina O&M	1,927,028	4,333,286	4,794,355	1,465,959	-	(610,897)	1,488,556	4,333,286	4,183,458	1,638,384
403	Marina CIP	765,957	590,000	875,000	480,957	(60,000)	(560,000)	967,744	530,000	315,000	1,182,744
406	Marina Debt	942,777	782,575	782,575	942,777	-	-	677,775	782,575	782,575	677,775
450	SWM O&M	2,226,110	4,141,914	4,920,940	1,447,084	-	-	4,042,150	4,141,914	4,920,940	3,263,124
451	SWM CIP	1,391,107	1,770,050	1,705,000	1,456,157	34,000	383,000	1,247,198	1,804,050	2,088,000	963,248
500	EQUIPMENT RENTAL OPERATIONS	286,772	526,185	490,548	322,409	-	101,946	360,812	526,185	592,494	294,503
501	EQUIPMENT RENTAL REPLACEMENT	1,761,845	721,238	681,000	1,802,083	153,201	254,214	4,256,533	874,439	935,214	4,195,758
506	FACILITY REPAIR & REPLACEMENT	336,220	311,641	523,000	124,861	-	-	676,148	311,641	523,000	464,789
511	COMPUTER REPLACEMENT	625,957	389,311	122,744	892,524	47,393	134,690	1,137,306	436,704	257,434	1,316,576
520	SELF INSURANCE	650,217	714,120	673,556	690,781	16,500	57,704	695,770	730,620	731,260	695,130
530	UNEMPLOYMENT INSURANCE	417,457	73,181	30,000	460,638	-	-	497,992	73,181	30,000	541,173
		34,627,963	66,567,832	70,923,402	30,272,393	(223,920)	(215,187)	42,345,904	66,343,912	70,708,215	37,981,601

MOTION 1: “I MOVE TO SUSPEND RULE 26(a) IN ORDER TO ENACT DRAFT ORDINANCE NO. 19-109 ON FIRST READING.”

MOTION 2: “I MOVE TO ENACT DRAFT ORDINANCE NO. 19-109 RELATING TO MUNICIPAL FINANCE, AMENDING THE 2019 ANNUAL BUDGET ADOPTED IN ORDINANCE NO. 1710.”

[illegible]

Public Hearing 2019 Comprehensive Plan Amendments

DENISE LATHROP, AICP – PLANNING & DEVELOPMENT SERVICES MGR.
NOVEMBER 14, 2019

Comprehensive Plan Amendments

- ❖ Des Moines 2035: Charting Our Course for a Sustainable Future (June 25, 2015, as amended)
- ❖ Comprehensive Plans can be amended no more than once per year per state law.
- ❖ Citizen requests for Comprehensive Plan Amendments must be received by June 30th.
 - None received
- ❖ 2019 - only City-initiated amendments.
- ❖ Type VI land use action - Decision Criteria per DMMC 18.25.100.

2019 Comprehensive Plan Amendments

2019-1: Preferred Land Use Map Amendment – Change the preferred land use designation for three parcels from SF-Single Family to PARK.

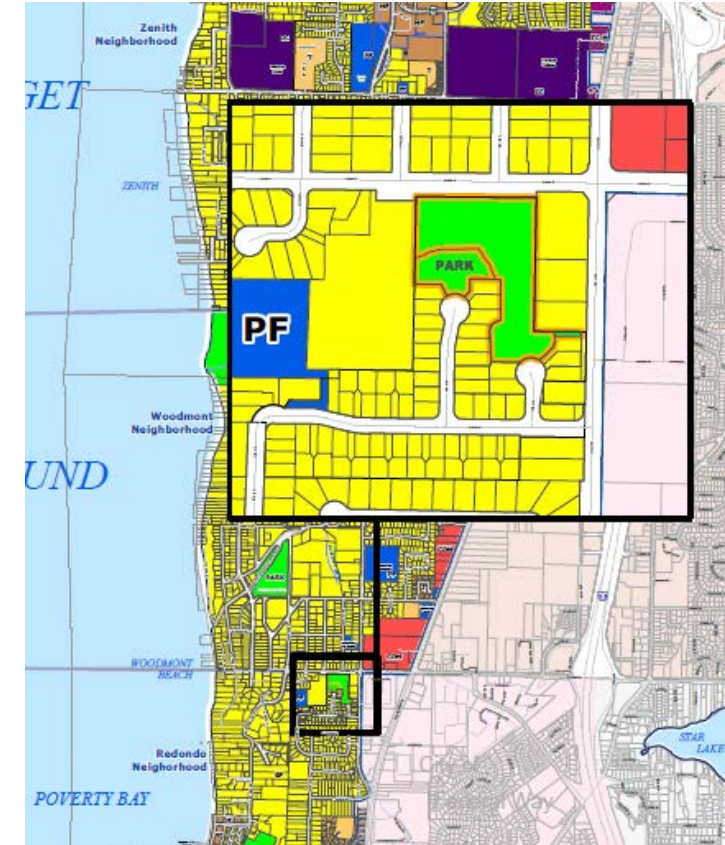
- Havenwood Park and associated wetland and trail was deeded to the City.
- The amendment is necessary to appropriately designate the preferred land use for this area.

2019-2: Chapter 4: Conservation and Environment Element

Amendments add the ordinance number and adoption date for the City's Shoreline Master Program and edit a policy related to the periodic review schedule.

2019-3: Chapter 6: Parks, Recreation and Open Space Element

Amendments add Havenwood Park, trail and wetlands to the City's park inventory.



Process

- ❖ Required notice of intent to adopt the comprehensive plan amendments was sent to Department of Commerce on October 8, 2019.
- ❖ Environmental (SEPA) review completed.
- ❖ Public hearing November 14, 2019.
- ❖ If enacted, Draft Ordinance 19-106 would become effective on December 12, 2019.

Suggested Motions

Motion 1: “I move to suspend Rule 26(a) in order to enact Draft Ordinance No 19-106 on first reading.”

Motion 2: “I move to enact Draft Ordinance No. 19-106 enacting the 2019 amendments to *Des Moines 2035: Charting Our Course for a Sustainable Future* and amending Chapters 18.05 and 18.25 DMMC.”

[illegible]

City Council Rules of Procedure: 2019 Updates, First Reading

Des Moines City Council
November 14, 2019
Tim George, City Attorney

Process

- Council has provided staff with proposed amendments over the last 18 months.
- Staff has prepared Draft Resolution No. 19-113 incorporating Council's proposed amendments.
- Approval requires two readings, first reading November 14, second reading November 21.

New Community Event Proposal

Any Councilmember seeking to bring forward a new community event or project for consideration shall provide the details of the proposal to the City Clerk in written format, to include the estimated cost and staff time for the proposal.

Once received by the City Clerk, the proposal can be placed on a preliminary agenda in accordance with the requirements of this Rule*.

(*Rule requires approval of Mayor, City Manager or 3 Councilmembers to place item on agenda).

Study Sessions

Regular Council meetings ~~that are held during the first and third week of each month in accordance with Rule 2,~~ may be designated as Study Sessions by the Presiding Officer.
Study Sessions will generally be held the first week of the month as needed.

Appearance of Fairness Doctrine

City staff is advised to notify the City Council upon receipt of an application or decision which will result in an action before the City Council that is quasi-judicial in nature.

Rules of Order/Decorum

(c) The City of Des Moines is committed to maintaining a drug and alcohol free workplace. Accordingly, Members of the Council shall abide by Sections 6(I) and (6)(J)(1) of the City of Des Moines Personnel Manual.

(6)(I) The manufacture, distribution, dispensation, possession or use of a controlled substance in the work place is strictly prohibited. Reporting to work or being at work under the influence of alcohol or any substance that would impair job performance or pose a hazard to the safety and welfare of the employee, the public or other employees is a violation of this policy. The misuse of illegal or prescription or over-the-counter drugs is also prohibited. Alcohol use is prohibited on City property. (excerpt)

(6)(J)(1) No employee may report to work, remain on duty, or perform any City business while impaired by or under the influence of any drug or alcohol. (excerpt)

Combining Committee Reports/Board Reports and Councilmember Comments

~~Committee and~~ Board and Committee reports and Councilmember Comments.

(1) Procedure. Councilmembers and the Presiding Officer may give reports regarding boards or committees to which they have been appointed or may comment on other subject of importance and/or respond to citizen comments.

(2) Scope and Time Limits.

(A) The Presiding Officer may rule “out of order” any comments made during this portion of the meeting that do not pertain to the activities of the Councilmembers’ boards or committees or other subject of importance.

(B) Board and committee reports and Councilmember comments shall ~~also~~ be limited to ~~three~~ four (~~3~~4) minutes unless extended time is granted by the Presiding Officer for matters of significant importance. The Presiding Officer or designee shall notify the Councilmember when the allotted time has expired and the Councilmember shall promptly conclude his/her report.

Repeal rule regarding Councilmember Comments

Consent Calendar

Therefore, prior to the vote on the motion to adopt the Consent Calendar, the Presiding Officer shall inquire if any Councilmember [has a question or wishes to comment on an item or for](#) an item to be withdrawn from the Consent Calendar.

Executive Sessions

Executive Session (as required). Participants in an executive session have a duty under the Open Public Meetings Act to keep information from the session confidential. Pursuant to Attorney General Opinion (AGO 2017 No. 5), disclosure of confidential information from an executive session by a municipal officer violates RCW 42.23.070(4).

Council Relations with Boards, Commissions and Council Citizen Advisory Bodies

All statutory boards and commissions and Council citizen advisory bodies shall provide the Council with copies of minutes of all meetings. Reports to the Council shall be made during Administration Reports as needed to keep the Council apprised of the actions of the body. Not less than one time per year, the board, commission or citizen advisory body shall have a representative provide an update to the Council of the body's activities. ~~Communications from such boards, commissions and bodies to the City Council shall be made in the form of a motion and recorded in the minutes. Any such communication shall be officially acknowledged by the Council and receipt noted in the minutes. The procedure for acknowledging such receipt shall be as follows. Any member of the Council may bring such communication to the Presiding Officer's attention under the agenda item "Committee and Board Reports." The presiding Officer shall state: "So noted for the record," and thereafter the Clerk shall make an appropriate notation in the minutes. Should any member of the Council determine that any such communication be officially answered by the Council, the Presiding Officer shall place the matter on the agenda under New Business for the current meeting or any subsequent meeting.~~

Spirit of Des Moines

- References to “Mayor” amended to “Deputy Mayor.”

Suggested Motion

- **Motion:** “I move to place Draft Resolution No. 19-113, adopting the proposed amendments to the *Des Moines City Council Rules of Procedure*, on the next available Consent Calendar for a second reading and approval.”