

**AGENDA**

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

**October 8, 2015 – 7:00 p.m.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**CORRESPONDENCE**

**COMMENTS FROM THE PUBLIC**

**EXECUTIVE SESSION**

**BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS**

**PRESIDING OFFICER'S REPORT**

**ADMINISTRATION REPORT**

**CONSENT AGENDA**

Page 1 Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes from the September 10<sup>th</sup> and September 17, 2015 Regular City Council meetings.

Page 11 Item 2: APPROVAL OF VOUCHERS

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

Total A/P Checks/Vouchers	#144343-144642	\$1,691,740.48
Electronic Wire Transfers	#600-611	\$ 353,058.32
Payroll Checks	#18706-18710	\$ 7,376.21
Payroll Direct Deposit	#360001-360168	\$ 300,601.22
Payroll Checks	#18711-18717	\$ 7,916.19
Payroll Direct Deposit	#380001-380157	\$ 291,131.76
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$2,651,824.18

Page 13 Item 3: COMMUTE TRIP REDUCTION INTERLOCAL AGREEMENT

Motion is to approve the Interlocal Agreement between the City of Des Moines and King County, Department of Transportation, Metro Transit Division for the implementation of the Commute Trip Reduction Program.

Page 27 Item 4: SOUTH 268<sup>TH</sup> STREET SIDEWALK IMPROVEMENTS – DESIGN TASK  
Motion 1a is to direct staff to make the necessary arrangements to have all of the existing overhead utilities relocated aerially, as needed for construction, on the South 268<sup>th</sup> Street Sidewalk Improvements Project, waiving the requirement for undergrounding of utilities in accordance with Chapter 12.25.110 of the DMMC.

Motion 1b is to approve the Task Order Assignment 2015-05 with Parametrix for the design of the South 268<sup>th</sup> Street Sidewalk Improvements in the amount of \$64,913.93, authorize a contingency in the amount of \$10,000, and further authorize the City Manager to sign said Task Order substantially in the form as submitted after WSDOT provides notice of funding obligation.

#### **NEW BUSINESS**

Page 45 Item 1: DRAFT RESOLUTION NO. 15-169, AUTHORIZATION FOR GENERAL FUND SHORT-TERM BORROWING  
Staff Presentation: Finance Director Dunyele Mason

#### **OLD BUSINESS**

Page 53 Item 1: 2016 BUDGET  
Staff Presentation: Finance Director Dunyele Mason

#### **NEXT MEETING DATE**

October 15, 2015 Regular City Council Meeting

#### **ADJOURNMENT**

**MINUTES**

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

**September 10, 2015 – 7:00 p.m.**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Mayor Kaplan.

**ROLL CALL**

Council present: Mayor Dave Kaplan; Councilmembers Melissa Musser, Luisa Bangs, Bob Sheckler and Vic Pennington.

Mayor Pro Tem Matt Pina and Councilmember Jeremy Nutting were absent.

**Direction/Action**

**Motion** made by Councilmember Musser to excuse Mayor Pro Tem Pina and Councilmember Nutting; seconded by Councilmember Pennington.

The motion passed 5-0.

**Staff present:**

City Manager Tony Piasecki; Assistant City Attorney Tim George; Assistant City Manager Michael Matthias; Planning, Building and Public Works Director Dan Brewer; Engineering Services Manager Brandon Carver; Police Chief George Delgado; Sergeant Bill Shepard; Finance Director Dunyele Mason; Marina Maintenance Manager Scott Wilkins; Project Manager Scott Romano; Parks, Recreation & Senior Services Director Patrice Thorell; City Clerk Bonnie Wilkins.

**CORRESPONDENCE**

There were no correspondences.

**COMMENTS FROM THE PUBLIC**

- Rick Johnson, 28624 Redondo Beach Drive; Read a letter he wrote to Council.
- Sheila Brush, 24614 8<sup>th</sup> Avenue; Opponent of Woodmont Recovery Center. Asked Council to reopen SEPA on the project.
- Candace Urquhart, 25665 Marine View Drive S; Opponent of Woodmont Recovery Center.
- Pete Grogran, 1228 S 268<sup>th</sup>; Concerned about security in the neighborhood of the proposed site of the Woodmont Recovery Center.
- Gary Peterson Jr., 5<sup>th</sup> & 222<sup>nd</sup>; Concerned about speeding on 5<sup>th</sup> Avenue.
- Laura Castonover, 1319 S 251<sup>st</sup> Place; Opponent of Woodmont Recovery Center.
- Bill Linscott; 22335 6<sup>th</sup> Avenue S; Would like the Marina District height bonus to be limited to one property at a time.
- Harry Steinmetz; 917 S 258<sup>th</sup> Place; Asked the Council to be creative in trying to relocate Woodmont Recovery Center.
- Rick Testerman; 27609 15<sup>th</sup> Place S; Opponent of Woodmont Recovery Center. Concerned about the protection of the Citizens.
- Kevin Hay, 26445 Marine View Drive; Opponent of Woodmont Recovery Center.
- Alexandra Lewis, 25408 17<sup>th</sup> Place S; Concerned about the location of Woodmont Recovery Center.

- Alicia Middleton, 26016 11<sup>th</sup> Place S; Opponent of Woodmont Recovery Center. Concerned about lockdowns at Woodmont Elementary school.
- Willie Middleton, 26016 11<sup>th</sup> Place S; Opponent of Woodmont Recovery Center.
- Andrea Harris, no address given; Opponent of Woodmont Recovery Center. Concerned about crime.
- Turina Degman, Opponent of Woodmont Recovery Center. Concerned about the management of Valley Cities.
- Bill Coleman; 230<sup>th</sup> & Marine View Drive; Opponent of Woodmont Recovery Center. Concerned about drug dealers.

#### **BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS**

Councilmember Pennington:

- Thanked the public for attending the meeting.
- Concerned about the location of the Woodmont Recovery Center.

Councilmember Sheckler:

- Addressed the community regarding comments made during public comment.

Councilmember Bangs:

- Thanked the community for their input on the Woodmont Recovery Center.

Councilmember Musser:

- Thanked the community for attending the meeting.

#### **PRESIDING OFFICER'S REPORT**

- Addressed the community regarding the Woodmont Recovery Center:
  - Good Neighbor Agreement Committee:
    - Councilmember Pennington recommended to serve on the Good Neighbor Committee.

#### **ADMINISTRATION REPORT**

- Lives in the community.
- Communication:
  - Communication Committee formed.
  - Moving forward with plan.
  - Presented to Council.
  - Full Committee has met.
  - Complete re-design of web-site next March.
- Weekly City Manager report in addition to monthly report.
  - Both posted on web-site.
- Dining Hall kitchen equipment installed.
  - Available for rental.
  - Holds 120 people.
  - Commercial kitchen.
- Changing color scheme of police vehicles:
  - Black and white.

**CONSENT AGENDA**

Item 1: APPROVAL OF VOUCHERS

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

Total A/P Checks/Vouchers	#144140-144342	\$ 734,941.18
Electronic Wire Transfers	#592-599	\$ 212,603.40
Payroll Checks	#18700-18705	\$ 6,658.99
Payroll Direct Deposit	#340001-340169	\$ 299,010.32
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$1,253,213.89

Item 2: TRANSPORTATION GATEWAY PROJECT SOUTH 216<sup>TH</sup> STREET, SEGMENT 1-A RIGHT OF WAY ACQUISITION LURIA PACIFIC NORTH WEST, LLC, PROJECT PARCEL 19

Motion is to purchase 3,869 square feet of land from Luria Pacific North West, LLC in the amount of \$108,400.00, a 650 square foot Wall Easement in the amount of \$4,600.00, a 221 square foot utility easement in the amount of \$4,700.00, as well as compensate the owner \$10,000.00 for taken landscaping and paving, \$10,000.00 for parking lot redesign and striping, and \$74,859.00 in the form of an administrative settlement for right of way, replacement of parking stops and paving, reconfiguration/replacement of parking lot light poles, and legal expenses for grand total of \$212,559.00 (rounded dollars), plus associated closing costs, and further authorize the City Manager to sign the Statutory Warranty Deed, Wall Easement, Utility Easement, Construction Easement and Right of Entry and Real Property Voucher Agreement substantially in the form submitted and accept the right of way on behalf of the City of Des Moines.

Item 3: DES MOINES LODGING TAX ADVISORY COMMITTEE

Motion is to confirm the Mayoral appointment of Bill Murray General Manager, The Four Points by Sheraton to the Des Moines Lodging Tax Advisory Committee effective immediately.

Item 4: RESOLUTION SETTING A PUBLIC HEARING REGARDING THE WESLEY HOMES MASTER PLAN

Motion is to adopt Draft Resolution No. 15-157 setting a public hearing on October 1, 2015, or as soon thereafter as the matter can be heard, to consider the Master Plan application entitled "Wesley Homes Des Moines Campus".

Item 5: CONSTRUCTION CONTRACT AWARD FOR THE DES MOINES 2015 CITYWIDE MINOR PAVEMENT RESTORATION PROJECT

Motion 1 is to approve the Public Works Contract with Rainier Asphalt Sealing LLC for the 2015 Citywide Minor Pavement Restoration Project, in the amount of \$59,158.00, authorize a project contingency of \$6,000.00 and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Motion 2 is to direct City staff to bring forward to the City Council a budget amendment by the end of 2015 to add an additional \$10,000 to the Pavement Management Program from REET 2 funds.

Item 6: **CONSULTANT CONTRACT AMENDMENT: BHC CONSULTANTS, LLC**  
Motion is to approve the Contract with BHC Consultants LLC, continuing professional inspection and plan review services in the amount of \$65,000, and authorize the City Manager to sign the contract substantially in the form submitted.

**Direction/Action**

Motion made by Councilmember Musser to approve the Consent Agenda; seconded by Councilmember Bangs.

Councilmember Sheckler pulled Consent Agenda Item #3 to thank Mr. Murray for serving on the Lodging Tax Advisory Committee.

The remaining Consent Agenda passed 5-0.

Motion made by Councilmember Sheckler to confirm the Mayoral appointment of Bill Murray, General Manager, The Four Points by Sheraton to the Des Moines Lodging Tax Advisory Committee effective immediately; seconded by Councilmember Musser.

The motion passed 5-0.

**NEW BUSINESS**

Item 1: **CONTRACT WITH AMERICAN BUILDING SERVICES, INC. FOR JANITORIAL SERVICES IN CITY BUILDINGS**

Staff Presentation: Planning, Building and Public Works Director  
Dan Brewer

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

**Direction/Action**

Motion made by Councilmember Musser to award the Goods and Services Contract to American Building Services, Inc. for janitorial services in City buildings from 2016-2018, for an annual amount not to exceed \$197,890.20, and additionally to authorize the City Manager to sign the Contract substantially in the form as submitted; seconded by Councilmember Sheckler.

The motion passed 5-0.

**NEXT MEETING DATE**

September 17, 2015 Regular Council meeting.

**ADJOURNMENT**

**Direction/Action**

Motion made by Councilmember Sheckler to adjourn; seconded by Councilmember Musser.  
The motion passed 5-0.

The meeting was adjourned at 9:03 p.m.

Respectfully Submitted,

Bonnie Wilkins  
City Clerk

## MINUTES

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

**September 17, 2015 – 7:00 p.m.**

### CALL TO ORDER

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

### PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Sheckler.

### ROLL CALL

Council present: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Jeremy Nutting, Melissa Musser, Luisa Bangs, Vic Pennington and Bob Sheckler.

Staff present: City Manager Tony Piasecki; Asst. City Attorney Tim George; Finance Director Dunyele Mason, Park, Recreation and Senior Services Director Patrice Thorell; Police Commander Bob Bohl; Acting City Clerk Autumn Lingle.

### CORRESPONDENCE

Copy of a letter from Mr. Scott Gifford regarding Parks & Recreation Services was distributed to all Councilmembers.

### EXECUTIVE SESSION

At 7:01p.m. Council went into Executive Session to discuss the Potential Litigation per RCW 42.30.110(1)(i). In attendance were: Mayor Kaplan; Mayor Pro Tem Matt Pina; Councilmembers Jeremy Nutting, Melissa Musser, Bob Sheckler, Luisa Bangs, Vic Pennington and City Manager Tony Piasecki, Assistant City Manager Michael Matthias, Assistant City Attorney Tim George, Development Manager Denise Lathrop and outside Counsel Mike Walters.

At 7:30 p.m. Mayor Kaplan extended the Executive Session for 15 minutes.

At 7:45 p.m. Council resumed the regular meeting.

### COMMENTS FROM THE PUBLIC

- Jim Langston, 660 S 226<sup>th</sup> St, Des Moines, mentioned Des Moines history, the Historical Society and asked for support for the museum.
- Rick Johnson, 28624 Redondo Bch Dr, Des Moines, asked for support of the Historical Society and for the museum.
- Thelma Vannoy, 22532 6<sup>th</sup> Ave S, Des Moines, voiced support the Historical Society and asked for support for the museum.
- Tanya Engeset, 1449 SW 152<sup>nd</sup>, Burien, voiced support the Historical Society and asked for support for the museum.
- Kaylene Moon, 24032 9<sup>th</sup> Pl S, Des Moines, mentioned the budget and asked for continued quality of life and voiced support for the Parks, Recreation & Human Services Director.
- Jeanne Serrill, 601 S 227<sup>th</sup> St. Ave S, Des Moines, asked for transparency, voiced support for the Parks, Recreation & Human Services Director.

- Ken LaBelle, 22218 5<sup>th</sup> Ave S, Des Moines, mentioned hazardous driving from marina up to Cliff Avenue. Asked for traffic calming solutions (City Manager noted that the City is aware of the problem and different methods will be implemented in stages to hopefully resolve it).
- Michael Spear, 24219 7<sup>th</sup> Ave S, Des Moines, represented Highline Schools Foundation and mentioned the helpful assistance of the Park, Rec and Services employees. He offered to work in partnership with the City to solve various issues. He distributed a letter from Scott Gifford to Council.
- Chelene Potvin-Bird, 26825 17<sup>th</sup> Ave S, Des Moines, voiced support for Park & Rec services.
- Susan White, 28742 Redondo Bch Dr S, Des Moines, voiced support for the Parks, Recreation & Human Services Director. Opposed Woodmont Recovery Center location.
- Sue Anderson, 12814 14<sup>th</sup> Ave SW, Burien, voiced support for the Parks, Recreation & Human Services Director.
- Don Brame, 22003 10<sup>th</sup> Ave S, Des Moines, voiced support for the Parks, Recreation & Human Services Director.
- Danielle Jones, 1823 S 251<sup>st</sup> Pl, Des Moines, voiced support for the Parks, Recreation & Human Services Director.
- Rachel Casillias, 23260 MVD S, Des Moines, voiced support for the Parks, Recreation & Human Services Director.
- Tony Hettler, 22506 MVD S, Des Moines, updated Council on Destination Des Moines activities. He presented Jean Munro, Chairman of the Arts Commission with a check. He voiced support for the Parks, Recreation & Human Services
- Kaydence Thorell, 22017 6<sup>th</sup> Ave S, Des Moines, gave a speech and donation in support of the Parks, Recreation & Human Services Director.
- Jean Munro, Chairman of the Arts Commission, thanked Destination Des Moines for their contribution and voiced support for the Parks, Recreation & Human Services Director and the Senior Services Manager.
- Celeste Casello, 21650 14<sup>th</sup> Ave S, Des Moines, voiced support for the Parks, Recreation & Human Services.
- Sandra Mock, 1205 S 228<sup>th</sup> St, Des Moines, voiced support for the Parks, Recreation & Human Services.
- Mike Sherman, 22229 MVD S, concerned about traffic safety.
- Gene Achziger, 28708 Sound View Dr S, Des Moines, discussed how important volunteers are to the City of Des Moines and how important the Park, Recreation and Human Services director is to the city.
- Joan Kennedy, 23312 11<sup>th</sup> Pl S, Des Moines, opposes Woodmont Recovery Center
- Harry Steinmetz, 917 S 258<sup>th</sup> Pl, Des Moines, voiced support for the Parks, Recreation & Human Services and he opposes Woodmont Recovery Center.
- Ben Stewart, 22515 6<sup>th</sup> Ave S, Des Moines, does not want the Harbormaster job cut and he supports the Parks, Recreation & Human Services Director.

## **BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS**

### Councilmember Pennington:

- Woodmont Recovery Center Meeting Q & A Session
- Thanked citizens for comments and attending meetings
- Acknowledged quality of life is important
- Asked citizens for patience as the budget is balanced

Councilmember Sheckler:

- Clarified that the budget is not set in concrete. It is still open for discussion
- Stated that a community is somewhat defined by Parks, Recreation and Senior Services and he supports it

Councilmember Bangs:

- Thanked citizens for comments
- Attended Police Department Advisory Team Meeting.
  - Noted that "Coffee with a Cop" has been well attended and encouraged all citizens to participate.
- Poverty Bay Arts Gala
  - Oct. 10, 6-10pm Des Moines Beach Park Events center.
  - Proceeds benefit Beach Park Concert series and the Art on Poverty Bay Sculpture gallery. Tickets at [www.BrownPaperTickets.com](http://www.BrownPaperTickets.com)

Mayor Pro Tem Pina:

- Thanked everyone who expressed their views on the budget
- Mentioned his goals regarding the budgeting process
  - Ensure public safety
  - Have solid reserves
  - Maintain roads
  - City equipment replacement needs
  - Preserve quality of life
- Reported on FED committee meeting
  - Ordinance on homeless encampments will come to Council on November 5
  - Updating adult entertainment ordinance
  - Guidance for staff on rooftop structures
  - Reviewing and updating property redevelopment guidelines for staff
  - Possible partnering with the Port of Seattle on City development
- Discussed the Woodmont Recovery Center Q & A Session
  - Difficult issue and Council is doing everything possible to remedy situation
  - Thanked community for its involvement

Councilmember Musser

- Thanked Kaydence Thorell for speaking
- Mentioned Park, Recreation and Human Services Director Patrice Thorell's wonderful involvement with events, the community and her King County Historical Award
- Stated that the budget process is very involved and complicated

Councilmember Nutting

- Apologized for missing last Council meeting and the Woodmont Recovery Center (WRC) Q & A Session
- He supports moving the WRC
- Attended Senior Services Advisory Committee
  - Reviewed goals,
  - Take back medications will be October 31 at Marina,
  - Next meeting October 12, 2:30pm at Activity Center
- Kids are back in school so please be careful of speeding in school zones

## PRESIDING OFFICER'S REPORT

- Attended 911 Memorial at South King Fire and Rescue at 320<sup>th</sup> station with Councilmember Pennington. Memorial contains elements from the World Trade Center, Pentagon and Shanksville, PA.

- Attended Master Builders Association of King and Snohomish Counties Housing and Transportation Forum with Councilmember Bangs
- Woodmont Recovery Q & A session
  - Thanked everyone for attending
  - Clarified that Valley Cities chose the site for the facility, not the City of Des Moines.
- Ethics complaint filed against Councilmember Sheckler
  - Has been investigated and reviewed
  - Decision was made to not prosecute due to insufficient evidence.
  - Reminded officials to be transparent in all transactions.
- Mayor Kaplan and Mayor Pro Tem Pina have offered to meet with any group of people to discuss any topic.
- The City is developing a comprehensive communication plan.
- The City's Budget
  - Shortage
  - Changing the way the City budgets
- Des Moines Historical Society
  - Expressed appreciation and support

#### **ADMINISTRATION REPORT**

- Online business licenses and renewals now available as of August 2015
- The City is composing a Homeless Encampment Ordinance
  - It is a limited ordinance.
  - State law requires that the City has an ordinance for a temporary homeless encampment that would be sponsored by faith based organizations.
- City Communications
  - A comprehensive City Communications Plan is currently being developed.
  - The City Manager has begun posting a weekly report along with his monthly report on the City's website.

#### **OLD BUSINESS**

Item 1: Discussion of 2016 Budget:

Staff Presentation: Finance Director Donyele Mason  
Finance Director Mason gave a PowerPoint presentation to Council on the 2016 Budget

Parks, Recreation and Senior Services Director Patrice Thorell gave a response to the proposed 2016 budget cuts, providing information on the impact and effects on the Parks, Recreation and Senior Services departments and consequently, the Des Moines community.

#### **Direction/Action**

At 9:56 p.m. Councilmember Musser made a motion to extend the meeting to 10:15 p.m., seconded by Mayor Pro Tem Pina. Motion passed unanimously.

Finance Director Donyele Mason continued with her presentation.

Police Commander Bob Bohl discussed the consequences to the Police Department along with the community, if the proposed 2016 budget cuts should occur.

**Direction/Action**

At 10:12 p.m. Mayor Kaplan made a motion to extend the meeting to 10:20 p.m., seconded by Councilmember Musser. Motion passed unanimously.

**Direction/Action**

At 10:17 p.m. Mayor Pro Tem Pina made a motion to extend the meeting to 10:30 p.m., seconded by Councilmember Musser. Motion passed unanimously.

No formal action was taken.

**NEXT MEETING DATE**

October 1, 2015 Regular City Council Meeting

**ADJOURNMENT**

Motion made by Councilmember Nutting to adjourn; seconded by Mayor Pro Tem Pina. The motion passed unanimously.

The meeting was adjourned at 10:30 p.m.

Respectfully Submitted,  
Autumn Lingle  
Acting City Clerk

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**CITY OF DES MOINES**  
**Voucher Certification Approval**

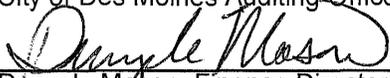
**8-Oct-15**

**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 Oct 08, **2015** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers 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:

  
 Danyele Mason, Finance Director

	# From	# To	Amounts
<b>Claims Vouchers:</b>			
Total A/P Checks/Vouchers	144343 -	144642	1,691,740.48
Electronic Wire Transfers	600 -	611	353,058.32
<b>Total claims paid</b>			<b>2,044,798.80</b>
<b>Payroll Vouchers</b>			
Payroll Checks	18706 -	18710	7,376.21
Direct Deposit	360001 -	360168	300,601.22
Payroll Checks	18711 -	18717	7,916.19
Direct Deposit	380001 -	380157	291,131.76
Payroll Checks	-		
Direct Deposit	-		
<b>Total Paychecks/Direct Deposits paid</b>			<b>607,025.38</b>
<b>Total checks and wires for A/P &amp; Payroll</b>			<b>2,651,824.18</b>

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**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Commute Trip Reduction Program

FOR AGENDA OF: October 8, 2015

ATTACHMENTS:

1. Agreement between the City of Des Moines and King County

DEPT. OF ORIGIN: Admin

DATE SUBMITTED:

CLEARANCES:

Legal 

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 CTR Law and to set forth the responsibilities of the Parties with respect to that objective.

**Suggested Motion**

**First 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.**

**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 CTR 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 2015-2017 Interlocal Agreement between King County, Department of Transportation, Metro Transit division and the City of Des Moines is for two years. 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 ("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 ("CTR") 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.

### **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 or Conclusion**

Staff recommends Council approve the CTR Plan through adoption of this Interlocal Agreement.



## King County

King County  
 Department of Transportation  
 Metro Transit  
 KSC-TR-0326  
 201 South Jackson Street  
 Seattle, WA 98104-3856

September 4, 2015

Ms. Autumn Lingle,  
 ETC/Jurisdiction Representative  
 City of Des Moines  
 21630 - 11<sup>th</sup> Avenue South, Suite ~~D~~ <sup>A</sup>  
 Des Moines, WA 98198

Re: Continuation of Commute Trip Reduction Services 2015-2017

Dear Autumn,

King County Metro contracts with the State of Washington to undertake all aspects of administrating the State Commute Trip Reduction (CTR) program on behalf of your jurisdiction. This is accomplished through an interlocal CTR Agreement between your city and King County Metro. This arrangement takes advantage of the economies of scale resulting from a combined approach to employer program development, survey administration and employer assistance. The current agreement expired on June 30, 2015, but due to delays, the State of Washington sent out service contracts for the next biennium only recently.

King County Metro would like to continue to provide CTR services to worksites in your jurisdiction. Enclosed are two copies of the two-year interlocal CTR agreement, along with the proposed scope of work, a continuation of the previous contract. This two-year period mirrors the state biennium and further eases administration.

If you find this agreement is acceptable, please obtain the appropriate approval from your city. Then return one of the fully executed agreements to me. The second signed original is for your records.

We look forward to working with you these next two years. If you have questions, please contact me at [anne.ward-ryan@kingcounty.gov](mailto:anne.ward-ryan@kingcounty.gov) or 206-477-5835. Thank you again for your participation in our efforts to improve commute mobility in King County.

Best regards,

Anne Ward-Ryan  
 Employer Transportation Representative  
 Business Transportation Solutions

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**COMMUTE TRIP REDUCTION PROGRAM IMPLEMENTATION AGREEMENT**  
**between**  
**King County, Department of Transportation, Metro Transit Division**  
**and**  
**The 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 Transportation, Metro Transit Division (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 GCB2166, 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 Commute Trip Reduction Board; 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 to be undertaken by the County on behalf of the City to implement the City's obligations under the CTR Law 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.

**"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. On-going, periodic review of issues and materials will also be conducted with the jurisdiction representatives.
- 5.2 State Evaluation Requirements.** At the request of the City, the County will provide information to the State for monitoring or evaluation activities.

### **6. EFFECTIVE DATE AND TERM OF AGREEMENT**

This Agreement shall be effective July 1, 2015 and will remain in effect through June 30, 2017, 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 City 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<sup>st</sup> 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: Carol Merrill, Customer Service Supervisor, or Designee  
King County Metro Transit  
201 S. Jackson St., KSC-TR-0326  
Seattle, WA 98104-2615  
(206) 477-6052

For the City: Ms. Autumn Lingle, ETC/Jurisdiction Representative  
City of Des Moines  
21630 - 11<sup>th</sup> Avenue South, Suite D  
Des Moines, WA 98198

**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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

KING COUNTY  
DEPARTMENT OF TRANSPORTATION  
METRO TRANSIT DIVISION

CITY OF DES MOINES

By:   
Matt Hansen  
Manager, Customer  
Communications and Services  
King County Metro Transit

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_

Date: 9-11-15

Date: \_\_\_\_\_

Approved as to form:

K.C.P.A.O.

Approved as to form:

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**Exhibit A**  
**City of Des Moines**  
**Commute Trip Reduction Implementation Agreement Scope of Work**  
**Period: July 1, 2015, through June 30, 2017**

King County will implement all elements of the City of Des Moines CTR work plan through the following strategies and deliverables:

**Strategy 1:** Train all new ETCs and new sites to ensure that they have an understanding of the requirements of the law, implementation strategies and their site's performance to date.

Deliverables:

- Offer regular ETC basic training sessions
- Consult with new ETCs at new sites and at existing sites
- Offer survey briefings aligned with survey cycles
- Maintain CTR website as a source of information, materials and tools

**Strategy 2:** Track and notify employers of legally required activities and provide technical assistance to all employers for legal compliance.

Deliverables:

- Notify new and existing sites of survey and program reporting requirements within timeframes specified in Law and/or Ordinance
- Maintain electronic and paper records in accordance with WSDOT requirements
- Document sites' compliance with required activities

**Strategy 3:** Focus program review and survey analysis time on sites that have not made progress towards goal and spend less time reviewing program reports for sites that have made progress or goal.

Deliverables:

- Review all programs for completeness
- Approve programs for sites that have made progress or goal
- Consult with sites that have not made progress or goal and recommend improvements to program
- Document on quarterly CTR progress reports: 1) the number of CTR programs reviewed; 2) the number of consultations with no-progress sites.

**Strategy 4:** Assist ETCs with marketing of commute programs and ensure they meet their program information distribution requirements. Help ETCs become a major resource to their employees by providing them with up-to-date commute information, tools for communicating with employees, turn-key commuter promotions, and opportunities to attend employer network group meetings.

Deliverables:

- Send regular emails to ETCs on transportation related issues that they can share with their employees
- Inform ETCs of program summary template on website
- Print and mail new set of commute options posters to sites
- Distribute promotional materials to sites for county and state-wide promotions
- Notify ETCs of network group meetings

**Strategy 5:** Actively promote alternatives to drive-alone commuting at worksites targeted by location, corridor, industry or lack of progress toward goal.

Deliverables:

- Organize promotions or events at select targeted areas, corridors or industries.

# AGENDA ITEM

## BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

**SUBJECT:**  
South 268<sup>th</sup> Street Sidewalk Improvements –  
Design Task

**ATTACHMENTS:**

1. Task Assignment – Parametrix Scope of Work
2. Safe Routes to School Award Letter
3. 2016-2021 CIP Project Worksheet

**AGENDA OF:** October 8, 2015

**DEPT. OF ORIGIN:** Planning, Building & Public Works

**DATE SUBMITTED:** October 1, 2015

**CLEARANCES:**

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

**APPROVED BY CITY MANAGER  
FOR SUBMITTAL:** JA

**Purpose:**

The purpose of this agenda item is to seek City Council approval of the Task Order Assignment (Attachment 1) with Parametrix for the design of the South 268<sup>th</sup> Street Sidewalk Improvements. This assignment will be administered as a task order under the 2014-2015 On-Call Engineering Services Agreement. The following motions will appear on the consent calendar:

### Suggested Motions

**Motion 1a:** “I move to direct staff to make the necessary arrangements to have all of the existing overhead utilities relocated aerially, as needed for construction, on the South 268<sup>th</sup> Street Sidewalk Improvements Project, waiving the requirement for undergrounding of utilities in accordance with Chapter 12.25.110 of the DMMC.”

**Motion 1b:** “I move to approve the Task Order Assignment 2015-05 with Parametrix for the design of the South 268<sup>th</sup> Street Sidewalk Improvements in the amount of \$64,913.93, authorize a contingency in the amount of \$10,000, and further authorize the City Manager to sign said Task Order substantially in the form as submitted after WSDOT provides notice of funding obligation.”

### Alternate Motion

**Motion 2:** “I move to direct staff to make the necessary arrangements to have all of the existing overhead utilities undergrounded in accordance with the requirements of Chapter 12 of the DMMC on the South 268<sup>th</sup> Street Sidewalk Improvements Project, and bring forth a revised Task Order Agreement.”

#### **Background:**

In November 2011, as a part of the H.E.A.L. grant work, the City produced the City of Des Moines Safe Routes to School Project Report. This report provided a summary of priority Safe Routes to School projects for the five public elementary schools in the City. These projects were selected to enhance safety for students and families walking to school. This project ranked as the top priority for the Woodmont School and had the second highest ranking of projects Citywide. Staff has received concerns from the community over the years for the pedestrian safety along this route. As one of the higher ranking projects a detailed cost estimate was developed to aid with future planning.

Addressing traffic and pedestrian safety in schools zones is of particular concern for the City of Des Moines. Given that there is a concentrated presence of children in school zones, which are typically located adjacent to an arterial roadway where traffic volumes and speeds are generally higher, the potential for an incident is increased. Child pedestrians are particularly vulnerable due to their lower awareness of risk and impulsive behavior.

In May of 2014, the City prepared an application for the WSDOT Safe Routes to School program for the South 268<sup>th</sup> Street Sidewalk Improvement Project. Staff was then notified on December 12, 2014 that the grant request in the amount of \$431,000 for the funding of the project was placed on the recommended prioritized funding list for the Safe Routes to School program through WSDOT local programs. On June 22, 2015, the City was notified that the project was selected and funded by the Federal Highway Safety Improvement Program (Attachment 2).

Staff submitted the project to the Puget Sound Regional Council (PSRC) as a TIP Amendment in July of 2015. Staff then received notice that the project was included on the Regional TIP Amendment 15-08 and was approved by the Federal government as part of the state TIP. Currently staff is working on the Project Prospectus and Local Agency Agreement for WSDOT in order to get obligation of funds.

Once funding has been obligated by WSDOT, engineering consultants are needed in order to supplement and expand the capability of City staff for the final design of the South 268<sup>th</sup> Street Sidewalk Improvements project. It is anticipated that construction will occur in the summer of 2016.

The Des Moines Municipal Code contains the following section regarding undergrounding:

12.25.110 Improvement of Streets – Utility Undergrounding.

The City Council, when ordering the improvement of a street, shall determine whether the relocation of electrical and communication systems underground is required, and if so, the manner of payment.

At the July 2, 2015 PS&T Committee meeting, staff was directed not to underground the aerial utilities in order to reduce project costs due to limited available REET funds. This direction reduced the original project costs by approximately \$115,000, down to an estimated \$585,800.

**Discussion:**

The task order with Parametrix will focus on preliminary engineering, which includes the preparation of bid documents, permitting efforts, and bid assistance to allow for the future construction of sidewalk improvements on South 268<sup>th</sup> Street.

**Alternatives:**

The City Council could elect not to proceed and re-direct local funds to another project. This would result in forfeiting grant funding.

**Financial Impact:**

The City’s Draft 2016-2021 Capital Improvement Plan Project Worksheet (Attachment 3) does include funding for the expenditures for the Task Order Assignment costs.

It is anticipated that Task Order Assignment costs, with additives, will consist of the following:

\$64,913.93	Design and Permitting (Consultant Agreement)
\$15,086.07	Design and Permitting (City Staff)
<hr/>	
\$80,000.00	TOTAL PRELIMINARY ENGINEERING COST

Funding sources for this project will be realized through CIP funds and the federal Highway Safety Improvement Program grant. A breakdown of funding consists of the following:

\$431,000	Federal HSIP
\$154,800	City CIP (65.8k ASE, 89k REET)
<hr/>	
\$585,800	TOTAL PROJECT FUNDING

Unlike other recent projects where overhead utilities have been undergrounded (Pacific Highway South, South 216<sup>th</sup> Street, and 24<sup>th</sup> Avenue South for example), grant funded on those projects has been used to help offset the cost of undergrounding the overhead utilities. In this case, the grant funds available for the safe routes to school project cannot be used to cover the City’s costs for undergrounding the utilities. If the City Council decides to underground the overhead utilities on this project, additional local funding will be necessary, which are not currently in the project budget.

**Recommendation/Conclusion:**

Staff recommends that Council approve the suggested motions 1a and 1b.

**Concurrence:**

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

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### Formal Task Assignment Document

Task Number 2015-05

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

Location of Project: Woodmont Elementary School - Des Moines, WA

Project Title: Woodmont School Walkway Improvements

Maximum Amount Payable Per Task Assignment: \$64,913.93

Completion Date: June 30, 2016

Description of Work:  
(Note attachments and give brief description)

Parametrix will provide engineering services per the attached scope of work. The budget estimate summary and detail are also attached.

Agency Project Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Oral Authorization Date: \_\_\_\_\_ See Letter Dated: \_\_\_\_\_

Consultant Signature:  \_\_\_\_\_ Date: 10/1/15

Agency Approving Authority: \_\_\_\_\_ Date: \_\_\_\_\_

## SCOPE OF WORK

### City of Des Moines Woodmont School Walkway Improvements

#### INTRODUCTION

This project will provide approximately 800 linear feet of 6-foot-wide sidewalk along the north side of South 268th Street to connect the existing sidewalk along 16th Avenue South to the sidewalk at 19th Avenue South and along the Pacific Highway corridor. Additionally, a 6-foot-wide sidewalk will be installed along the south side of South 268th Street from the Woodmont Library approximately 260 feet to the west at 18th Place South, terminating at a new curb ramp to allow for north-south pedestrian crossings aligning approximately with the northeast corner of 18th Place South and South 268th Street. The project will include new ADA curb ramps, new LED street lighting, and driver feedback signs (actual operating speed). The project will be completed in accordance with Safe Routes to Schools and WSDOT Local Agency Guidelines (LAG) Manual requirements.

The design is assumed to include the following specific improvements:

- Channelization improvements including a marked crosswalk on the east leg of the South 268th Street/16th Avenue South intersection and stop lines at southbound approaches to South 268th Street between 16th Avenue South and Pacific Highway South.
- Curb, gutter, and sidewalk on the north side of South 268th Street between 16th Avenue South and 19th Avenue South.
- Curb, gutter, and sidewalk on the south side of South 268th Street between 18th Place South and 19th Avenue South.
- New ramps at 16th Place South, 17th Place South, 18th Place South, and the western terminus of sidewalk on the south side of South 268th Street.
- Two new vehicle-actuated speed notification signs (solar powered).

#### Task 1 – Project Management and Quality Assurance/Quality Control

##### Goal

Maintain constant and thorough communications with the City of Des Moines (City) to maximize teamwork and productivity. Maintain control of the project scope, budget, and schedule. Provide quality service and products to the City.

##### Approach

The approach to Task 1 includes the following:

- Schedule and coordinate the work of team members and ensure that work is completed accurately and within scope and budget.
- Perform a quality control review of deliverables prior to submittal to the City.

## SCOPE OF WORK (continued)

- Coordinate with City staff.
- Prepare and submit monthly progress billings to the City.

### Deliverables

Deliverables for Task 1 consist of the following:

- Monthly progress reports. The monthly report, addressing progress of the work, shall include as appropriate:
  - Summary of actual versus scheduled cost.
  - Summary of actual versus scheduled progress.
  - Narrative to define unanticipated issues and responsive action requirements by Parametrix.
- Independent quality reviews of project deliverables.

### Project Schedule

It is assumed the design will be complete by June 30, 2016.

### Task 2 – Survey

#### Goal

To provide a base map for use in preparing the contract plans.

#### Approach

##### Subtask 2.1 Mapping

Parametrix will perform topographic mapping. Mapping limits will include surface features within the existing right-of-way (ROW). Using record information and existing monuments, Parametrix surveyors will establish horizontal and vertical control along South 268th Street from the roadway centerline to the northern ROW line between 16th Avenue South and 18th Place South and from the southern ROW line and northern ROW line between 18th Place South and the Woodmont Library driveway.

Mapping will consist of locating existing improvements and ground conditions within the above-described ROW. Parcel lines and ROW limits will be based upon the applicable public records. Ground features, including tops and toes, breaks, edge of pavement, and ditches, will be mapped at sufficient detail to create 1-foot contours. Structures such as fences, driveways, overhead utilities, and other physical visible improvements will be mapped. An underground utility locate firm will be hired to mark buried utilities such as gas, water, power, telephone, and TV cable, if such utilities have a conductible source or tracer lines attached. Sanitary and storm structures will be opened and measurements will be made identifying size, type, and invert elevation of incoming and outgoing pipes. Once the field work has been completed, a survey technician will process the data and prepare a base map using AutoCAD Civil 3D, Release 2014.

## SCOPE OF WORK (continued)

### Subtask 2.2 AutoCAD Base Map Preparation

Parametrix will process survey field data and generate an AutoCAD drawing showing the existing conditions.

Parametrix will show the existing ROW for the project corridor and parcel lines adjacent to the ROW.

An underground utility locate firm will be hired to mark buried utilities that provide a conductible signal. For those utilities constructed without a tracing wire or made from non-conductible material, record drawings may be used to help identify locations and type of utility, if provided by the City.

#### Deliverables

Deliverables for Task 2 consist of the following:

- AutoCAD drawing in 2014 format, or later, at 1 inch = 20 feet with 1-foot contours, topographic information, and easements along the mapping corridor.
- Triangular Integrated Network (TIN) surface for use in design.

#### Assumptions

Following are the assumptions for Task 2:

- Title reports will not be ordered for this work; boundary information will be based upon recorded information available from King County.
- Property corners will not be set, nor will a Record of Survey be prepared.

### Task 3 – Preliminary Design

#### Goal

To develop preliminary plans and an opinion of cost for review by the City prior to completing final design.

#### Approach

Parametrix will prepare preliminary plans to approximately a 30% design level. The design will establish the “footprint” of the project ensuring the project can be constructed within the existing ROW, include sufficient detail to provide information for NEPA documentation, and provide a basis for an opinion of cost.

- The preliminary plans will be prepared by the Engineer and may include the following plan sheets, although the plan sheets may be revised if warranted and agreed to by both parties:
  - Cover Sheet and Legend (assume 2 sheets).
  - Typical Sections and Details (assume 1 sheet).
  - Demolition and TESC Plans (assume 1 sheet).
  - Sidewalk Plan/Profile (assume 2 sheets).
  - Ramp Detail Sheets (assume 2 sheets).
- Parametrix will prepare a stormwater technical memorandum documenting how the project will meet the minimum requirements of the City’s adopted stormwater manual.
- Parametrix will prepare an opinion of cost based on the preliminary plans.

## SCOPE OF WORK (continued)

## Deliverables

Deliverables for Task 3 include the following:

- Five (5) copies of the half-size (11"x17") preliminary plans in electronic format (PDF).
- Preliminary opinion of cost in MS Excel format.
- Stormwater technical memorandum in electronic format (PDF).

## Assumptions

Following are the assumptions for Task 3:

- Documents and figures will be prepared using Parametrix's internal company production standards.
- The new impervious surface area created by the new sidewalks is not anticipated to require stormwater mitigation. Changes in the project scope that would exceed thresholds for stormwater mitigation will be considered as additional services not included in this scope of work or in the budget estimate.
- Comments received on the preliminary design will be incorporated into the 90% plans, specifications, and opinion of cost included in Task 4.

## Task 4 – Final Design and Contract Documents

### Goal

To prepare 90% design-level plans, contract documents, and opinion of cost for review by the City, prepare a 100% review submittal for approval by WSDOT Local Programs and subsequently prepare final plans, contract bid documents, and opinion of cost for bidding.

### Approach

- Parametrix will prepare 90% plans and contract documents in accordance with the City's design guidelines.
- Anticipated plan sheets include:
  - Cover Sheet and Legend (assume 2 sheets).
  - Typical Sections (assume 1 sheet).
  - Demolition and TESC Plans (assume 1 sheet).
  - Sidewalk Plan/Profile (assume 2 sheets).
  - Channelization and Signing Plans (assume 1 sheet).
  - Ramp Detail Sheets (assume 2 sheets).
  - Details (2 Sheets).
- Parametrix will prepare the contract documents (plans and specifications) to approximately a 90% level of completion and prepare an opinion of cost based upon the work included in the plans. The City will review the 90% submittal and return written comments to Parametrix for incorporation into the 100% plans, specifications, and opinion of cost submittal to WSDOT Local Programs for review and approval.

## SCOPE OF WORK (continued)

- Parametrix will incorporate comments from WSDOT Local Programs into the plans and specifications, update the opinion of cost accordingly, and submit bid-ready documents for advertisement by the City.

### Deliverables

Deliverables for Task 4 include the following:

- Draft 90% plans and contract documents (includes half-size plans) for review by the City. The 90% submittal will include five (5) sets of contract documents including contract specifications and half size (11"x17") plans and an electronic (PDF) copy of the same.
- The 100% WSDOT Review Submittal will include two (2) copies of the 100% contract documents including contract specifications and half size (11"x17") plans and an electronic copy (PDF) of the contract documents including the plans and the opinion of cost.
- Final bidding documents will include five (5) sets of contract documents including contract specifications and half size (11"x17") plans and an electronic (PDF) copy of the same for use by online bidding centers.
- Parametrix will provide an electronic copy of the final opinion of cost (MS Excel format) for use in preparing bid tabulations.

### Assumptions

Following are the assumptions for Task 4:

- The City will provide their legal documents and contract boilerplate to Parametrix in electronic format (MS Word format assumed).
- The contract documents will be prepared using the 2014 WSDOT Standard Specifications.

### Task 5 – Environmental Documentation

#### Goal

To prepare the Environmental Classification Summary (ECS) and Department of Archaeology and historic Preservation (DAHP) EZ1 form to satisfy NEPA documentation requirements (for federal aid project) and to prepare a SEPA checklist for processing by the City.

#### Approach

- Parametrix will prepare the ECS based on the information provided in the preliminary plans. The ECS form will be submitted by the City to WSDOT for review and concurrence. It is anticipated that this project will be categorically excluded.
- Parametrix will prepare the EZ1 form for submittal to WSDOT for coordination with DAHP for compliance with Section 106 and to ensure that no known historic or culturally sensitive artifacts are anticipated within the project limits.
- Parametrix will complete a SEPA checklist for processing by the City.

## SCOPE OF WORK (continued)

**Deliverables**

Deliverables for Task 5 include the following:

- An ECS will be delivered in electronic format to the City for submittal to WSDOT.
- DAHP EZ1 form will be delivered in PDF format to the City for submittal to WSDOT.
- SEPA Checklist in MS Word or PDF format.

**Assumptions**

Following are the assumptions for Task 5:

- The ECS will not require subsequent documentation for sensitive areas, Endangered Species Act (ESA), hazardous materials, or other elements and will be categorically exempt from NEPA. Subsequent studies, if required, will require additional funds to complete.
- A formal cultural resources review or investigation into historic places/artifacts is not anticipated. This scope of work only includes completion of the EZ1 form, and any subsequent formal investigations will require additional funds to complete.
- If required, notifications to interested tribal governments will be completed by the City.
- The City will provide SEPA checklist requirements that are specific to the City of Des Moines including available forms, etc.

**Task 6 – Bidding Assistance****Goal**

To assist the City through advertisement and award of the project to the lowest responsive bidder.

**Approach**

Parametrix will provide the following services to the City upon request up to the agreed budget amount:

- Respond to bidder questions to interpret the plans and contract documents upon request by the City.
- Prepare up to two (2) addenda upon request by the City.
- Assist the City in drafting award letter(s), bid tabulations and review of lowest three (3) bids for responsiveness.

**Deliverables**

Deliverables for Task 6 include the following:

- Response to bidder questions, addenda, letters, and notes as applicable to provide the services described in the task approach.

SCOPE OF WORK (continued)

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### Assumptions

Following are the assumptions for Task 6:

- The scope of Task 6 is intentionally broad and is intended to provide resources for Parametrix to assist City staff with the bidding and award of the project to the lowest responsive bidder. Therefore, work will be completed and billed on a time-and-materials basis as requested by the City up to the agreed upon budgeted amount included in the contract. Additional work beyond the agreed upon amount may be completed with approval of an amendment.

### Task 7 – Construction Engineering, Management, and Inspection Services

This task may be negotiated and included in the project as additional work at a later date. This task may include, but not be limited to—reviewing submittals, reviewing and responding to Requests for Information, reviewing shop drawings, reviewing contractor work plans, construction observation, claim/change order administration, submittal management, and reviewing contractor payment requests—all in conformance with the WSDOT LAG Manual. Additionally, project reviews may be required per the WSDOT LAG Manual.

Client: City of Des Moines  
 Project: Woodmont School Walkway Improvements  
 Number: TA 2015-05

Budget Estimate Summary	Direct Salary Cost	Overhead DSC * 184.88	DSC + OH	Fee Amount DSC * 30.00	Total Including Fee	Expenses	Subconsultants	Total
<b>PHASE: 01 DESIGN</b>								
<b>Task: 01 Project Management &amp; QA/QC</b>								
Coordination	284.16	525.36	809.52	85.25	894.77	0.00	0.00	894.77
Monthly Progress Reports	889.04	1,643.66	2,532.70	266.71	2,799.41	0.00	0.00	2,799.41
QA/QC	1,517.76	2,806.03	4,323.79	455.33	4,779.12	0.00	0.00	4,779.12
<b>Task: 02 Survey</b>								
	2,604.22	4,814.68	7,418.90	781.27	8,200.17	0.00	0.00	8,200.17
<b>Task: 03 Preliminary Design</b>								
<b>Preliminary Plans</b>								
Cover Sheet & Legend (2)	173.10	320.03	493.13	51.93	545.06	0.00	0.00	545.06
Typ Sections & Details (1)	230.80	426.70	657.50	69.24	726.74	0.00	0.00	726.74
Demo & TESC (1)	230.80	426.70	657.50	69.24	726.74	0.00	0.00	726.74
Sidewalk Plan/Profile (2)	1,154.00	2,133.52	3,287.52	346.20	3,633.72	0.00	0.00	3,633.72
Ramp Details (2)	230.80	426.70	657.50	69.24	726.74	0.00	0.00	726.74
Preliminary Opin. of Cost	799.12	1,477.41	2,276.53	239.74	2,516.27	0.00	0.00	2,516.27
Stormwater Tech Memo	541.64	1,001.38	1,543.02	162.49	1,705.51	0.00	0.00	1,705.51
<b>Task: 04 Final Design &amp; Contract Docs</b>								
<b>90% Plans</b>								
Cover Sheet & Legend (2)	115.40	213.35	328.75	34.62	363.37	0.00	0.00	363.37
Typical Sections (1)	230.80	426.70	657.50	69.24	726.74	0.00	0.00	726.74
Demo & TESC (1)	230.80	426.70	657.50	69.24	726.74	0.00	0.00	726.74
Sidewalk Plan/Profile (2)	692.40	1,280.11	1,972.51	207.72	2,180.23	0.00	0.00	2,180.23
Channelization & Signing (1)	230.80	426.70	657.50	69.24	726.74	0.00	0.00	726.74
Ramp Detail Sheets (2)	577.00	1,066.76	1,643.76	173.10	1,816.86	0.00	0.00	1,816.86
Details (2)	461.60	853.41	1,315.01	138.48	1,453.49	0.00	0.00	1,453.49
90% Contract Specifications	2,051.04	3,791.96	5,843.00	615.31	6,458.31	0.00	0.00	6,458.31
90% Opin. of Cost	914.52	1,690.76	2,605.28	274.36	2,879.64	0.00	0.00	2,879.64
100% WSDOT Review PS&E	1,240.00	2,292.51	3,532.51	372.00	3,904.51	0.00	0.00	3,904.51
Final Contract Docs (PS&E)	1,152.96	2,131.59	3,284.55	345.89	3,630.44	0.00	0.00	3,630.44
<b>Task: 05 Environmental Documentation</b>								
ECS	1,129.72	2,088.63	3,218.35	338.92	3,557.27	0.00	0.00	3,557.27
DAHP EZ1 Form	80.55	148.92	229.47	24.17	253.64	0.00	0.00	253.64
SEPA Checklist	629.92	1,164.60	1,794.52	188.98	1,983.50	0.00	0.00	1,983.50
<b>Task: 06 Bidding Assistance</b>								
	1,569.39	2,901.49	4,470.88	470.82	4,941.70	0.00	0.00	4,941.70
<b>Task: EXP Expenses</b>								
	0.00	0.00	0.00	0.00	0.00	1,206.50	850.00	2,056.50

**Project Totals:                                    \$19,962.34      \$36,906.37      \$56,868.70      \$5,988.73      \$62,857.43      \$1,206.50      \$850.00      \$64,913.93**

Client: City of Des Moines  
 Project: Woodmont School Walkway Improvements  
 Number: TA 2015-05

	Austin Fisher	Cynthia Clark	Cameron J. Woodcock	David A. Ironmonger	Scott D. Spees	Robert J. Splers	Steven N. Sharpe	Michael S. Phelps	Lori D. Bernardini	Joshua R. Ahmann	Christy Pope	Amanda B. Lucas	Michelle Langl
	Sr Consultant	Sr Engineer	Engineer II	Sr Surveyor	Surveyor III	Surveyor II	CADD Tech Lead	Sr Planner	Scientist/Biologist III	Planner III	Project Controls Specialist	Publications Specialist II	Project Accountant
	\$223.69	\$199.13	\$90.84	\$138.77	\$102.34	\$82.22	\$106.93	\$139.33	\$102.43	\$114.30	\$105.01	\$82.69	\$85.02

**Budget Estimate Detail**

Burdened Rates:

Phase	Task	Description	Labor Dollars	Labor Hrs													
01		Design															
	01	Project Management & QA/QC	\$8,473.30	51	9	24						8	4	6			
		Coordination	\$894.77	4	4												
		Monthly Progress Reports	\$2,799.41	23	5							8	4	6			
		QA/QC	\$4,779.12	24		24											
	02	Survey	\$8,200.17	78			14	20	20	24							
	03	Preliminary Design	\$10,580.78	96	14		82										
		Preliminary Plans	\$6,359.00	70			70										
		Cover Sheet & Legend (2)	\$545.06	6			6										
		Typ Sections & Details (1)	\$726.74	8			8										
		Demo & TESC (1)	\$726.74	8			8										
		Sidewalk Plan/Profile (2)	\$3,633.72	40			40										
		Ramp Details (2)	\$726.74	8			8										
		Preliminary Opin. of Cost	\$2,516.27	16	8		8										
		Stormwater Tech Memo	\$1,705.51	10	6		4										
	04	Final Design & Contract Docs	\$24,867.07	212	44		128					4	36				
		90% Plans	\$7,994.17	88			88										
		Cover Sheet & Legend (2)	\$363.37	4			4										
		Typical Sections (1)	\$726.74	8			8										
		Demo & TESC (1)	\$726.74	8			8										
		Sidewalk Plan/Profile (2)	\$2,180.23	24			24										
		Channelization & Signing (1)	\$726.74	8			8										
		Ramp Detail Sheets (2)	\$1,816.86	20			20										
		Details (2)	\$1,453.49	16			16										
		90% Contract Specifications	\$6,458.31	44	20									24			
		90% Opin. of Cost	\$2,879.64	20	8		12										
		100% WSDOT Review PS&E	\$3,904.51	32	8		16							8			
		Final Contract Docs (PS&E)	\$3,630.44	28	8		12					4	4				
	05	Environmental Documentation	\$5,794.41	52						13	32	4		3			
		ECS	\$3,557.27	32						8	20	2		2			
		DAHP EZ1 Form	\$253.64	2						1		1					
		SEPA Checklist	\$1,983.50	18						4	12	1		1			
	06	Bidding Assistance	\$4,941.70	31	16		15										
	EXP	Expenses (see below)															
<b>Labor Totals:</b>			<b>\$62,857.43</b>	<b>520</b>	<b>83</b>	<b>24</b>	<b>225</b>	<b>14</b>	<b>20</b>	<b>20</b>	<b>24</b>	<b>13</b>	<b>32</b>	<b>4</b>	<b>12</b>	<b>43</b>	<b>6</b>

SUBCONSULTANTS	
Subconsultant Name	Amount
Applied Professional Services Inc	\$850.00
<b>Subconsultant Total:</b>	<b>\$850.00</b>

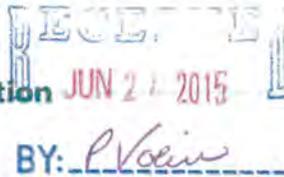
DIRECT EXPENSES:	
Description	Amount
B & W 8.5 x 11	\$500.00
B & W 11 x 17	\$200.00
Plotter Bond/Mylar	\$130.00
Mileage	\$172.50
Survey Equipment Public	\$204.00
<b>Expense Total:</b>	<b>\$1,206.50</b>

**Project Total: \$64,913.93**



**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation



Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

June 22, 2015

Mr. Daniel Brewer  
Public Works Director  
City of Des Moines  
21650 11<sup>th</sup> Avenue South.  
Des Moines, Washington 98198-6317

**Woodmont School Safety Improvements  
2015 Safe Routes to School Selections  
Federal Funding**

Dear Mr. Brewer:

WSDOT is pleased to advise you that the above mentioned Safe Routes to School project was recently selected. The federal Highway Safety Improvement Program (HSIP) funding is limited to the amount shown below:

**Project Name: Woodmont School Safety Improvements      \$431,000**  
**Scope:** See attached Project Summary.  
**Note:** Local match of \$264,000 is required, as reflected in the Project Summary.

In order to meet state and federal requirements, the following are required:

- Projects utilizing federal funds must be included in your current Transportation Improvement Program (TIP) as a complete programmed project. Once your regional TIP amendment is approved, WSDOT will amend the Statewide Transportation Improvement Program (STIP).
- Projects must be authorized in accordance with the attached Project Summary. If your agency is unable to meet this schedule, a request for an extension to the deadline through your Region Local Programs Engineer, via e-mail, is required. Local Programs will determine if the reason or reasons for the delay is acceptable. See Project Delay Policy for more information at: <http://www.wsdot.wa.gov/NR/rdonlyres/2A91E069-53FC-4840-9D89-148DB5D272C9/0/ProjectDelayPpolicy.pdf>
- Project expenditures incurred before receiving notice from Local Programs of state fund authorization are not eligible for reimbursement.
- To maintain funding, a Quarterly Project Report form must be completed by the end of March, June, September, and December each year. The online database can be found at: <http://www.wsdot.wa.gov/localprograms/>. To access the database you will need an account name and password. Your account name is **Des Moines** and your password is **DesMo938**. The password is case sensitive.

Daniel Brewer  
Public Works Director  
City of Des Moines  
Woodmont School Safety Improvements  
June 22, 2015

To obligate funding for the project, please refer to the information above and your Local Agency Guidelines (LAG) manual for additional information. As a reminder, Local Programs encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures.

For assistance please contact Ed Conyers, your Region Local Programs Engineer, at 206-440-4734.

Sincerely,



Kathleen B. Davis  
Director  
Highways & Local Programs

KBD:sas

cc: Ed Conyers, Northwest Region Local Programs Engineer

**S 268th Street Sidewalks**

Project # **319.614.040**

Project Manager: [Redacted]  
 Lead Department: [Redacted] Est. Actual  
 Design Start Date: [Redacted]  
 Bid Opening: [Redacted]  
 Award: [Redacted]  
 Accepted by Council: [Redacted]  
 Retainage Released: [Redacted]

**Summary Project Description:**  
 Install sidewalks on the north side of South 268th Street between 16th Ave South and Pacific Highway South, with a portion of sidewalk on the south side from 18th Ave South to Pacific Highway South. This project does not underground the utilities.

TOTAL PROJECT SCOPE				PROJECT ALLOCATIONS BY YEAR							
Expenditures	1/1/15 Current CIP Budget	2015 CIP Supplemental Request	2015 Revised CIP Budget Estimate	Project to Date 12/31/14	Project To Date 9/30/2015	2015 Year to Date 9/30/2015	2015 Remaining	Estimated Year End 2015	Planned Year 2016	Planned Year 2017	Planned Year 2018
<b>Design</b>											
External Engineering - Parametrix	60,000	10,000	70,000	-	-	-	30,000	30,000	40,000		
Internal Engineering/Project Mgmt	10,000	-	10,000	-	-	-	5,000	5,000	5,000		
<b>Prop/ROW/Easements</b>											
<b>Construction</b>											
External Engineering - Parametrix		40,000	40,000	-	-	-	-		40,000		
External Proj Mgmt/Inspect #2		-		-	-	-					
Internal Engr-Proj Mgmt/ Inspect		15,000	15,000	-	-	-	-		15,000		43
Construction Contract 1		385,000	385,000	-	-	-	-		385,000		
Construction Contract 2		-	-	-	-	-	-				
<b>Other</b>											
Interfund Financial Services		5,800	5,800	-	-	-	350	350	5,450		
Contingencies		60,000	60,000	-	-	-	-		60,000		
<b>Total Project Expense Budget:</b>	<b>70,000</b>	<b>515,800</b>	<b>585,800</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>35,350</b>	<b>35,350</b>	<b>550,450</b>	<b>-</b>	<b>-</b>

Funding Sources	1/1/15 Current CIP Budget	2015 CIP Supplemental Request	2015 Revised CIP Budget Estimate	Project to Date 12/31/14	Project to Date 9/30/2015	2015 YTD 9/30/2015	2015 Remaining	Scheduled Year 2015	Scheduled Year 2016	Scheduled Year 2017	Scheduled Year 2018
Traffic Safety Program (ASE)	60,000	5,800	65,800	-	-	-	350	350	65,450		
Transportation CIP Fund		-	-	-	-	-	-				
WSDOT SRTS (100%)		431,000	431,000	-	-	-	35,000	35,000	396,000		
REET 2	10,000	79,000	89,000	-	-	-	-		89,000		
<b>Total Project Revenue Budget:</b>	<b>70,000</b>	<b>515,800</b>	<b>585,800</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>35,350</b>	<b>35,350</b>	<b>550,450</b>	<b>-</b>	<b>-</b>

Committed Cash: -

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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: Authorization for General Fund short-term borrowing.

FOR AGENDA OF: October 8, 2015

DEPT. OF ORIGIN: Finance

ATTACHMENTS:

DATE SUBMITTED: October 2, 2015

1. Draft Resolution No. 15-169
2. List of Daily Borrowings

CLEARANCES:

- Legal TO
- Finance DM
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works N/A
- Economic Development Director
- Police N/A
- Courts N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

#### Purpose and Recommendation

The purpose of this Agenda Item is to request City Council approval and adoption of Draft Resolution No. 15-169, authorizing the Finance Director to initiate and repay short term loans to cover cash shortages in the General Fund.

#### Suggested Motion:

**“I move to adopt Draft Resolution No. 15-169 authorizing the Finance Director to initiate and repay short-term loans to cover cash shortages in the General Fund subject to conditions and notification of the City Council.”**

#### Background

The General Fund’s cash balance is insufficient to pay claims and payroll during certain times of the year. The revenue and spending activity of the general fund are many and varied. Where there is some predictability and control over spending, revenues are subject to the timing and action of individuals. Permit and development revenues are a significant example of this. Even tax revenues, due by the end of

the month, can come in early or late. Thus predicting future cash balances as of any given day is imprecise at best.

There are two ways to approach the General Funds' "negative cash" situation.

1. Lump sum long term loan method.
2. Daily short term borrowing method.

The lump sum long term loan can be used to borrow money once (e.g. September) and then repay once (e.g. November) when property tax money comes in sufficiently to restore cash balances. This approach will mean the General Fund will keep the borrowed proceeds even on days when it may not be needed.

The daily short term borrowing provides Council with more information and control over the extent of the negative cash situations. It limits borrowing only to those days where cash is actually negative and provides that information to council at each Council meeting. For efficiencies' sake, the administration of this daily process is recommended to be in memo entry form only. This means the actual daily borrowing and repayment is not processed through the accounting system, but rather it is kept as memo entry (excel spreadsheet) instead.

If the General Fund borrows money from another fund, usually interest on the borrowing is required as the loan is considered an investment from the lending fund's perspective. The interest rate on the daily borrowing method can be set at zero for the following reasons: 1) The borrowing is limited specifically to amounts set aside in an equipment/computer replacement fund identified for General Fund equipment/ computers and for which the General Fund has a right at any time (with Council approval) to return those set aside amounts to the General Fund, and 2) the length of borrowing is for a short period of time.

### **Recommendation**

It is recommended that the City Council adopt Draft Resolution No. 15-169 utilizing the daily short term borrowings method.

CITY ATTORNEY'S FIRST DRAFT 09/18/2015

DRAFT RESOLUTION NO. 15-169

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, relating to finance and revenue, and authorizing the initiation and repayment of internal short-term loans to cover temporary cash shortages in the General Fund.

WHEREAS, the General Fund's cash balance may be at times insufficient to pay claims and payroll during certain times of the year, and

WHEREAS, the authorization of daily short-term loans allows the City to cover temporary cash shortages in the General Fund, and

WHEREAS, daily short-term borrowing provides the City Council with more information and control over the extent of the negative cash situations, and

WHEREAS, the borrowing is limited specifically to amounts identified for General Fund purposes for which the General Fund has a right at any time to return those set aside amounts to the General Fund, and

WHEREAS, it would be advisable to formally authorize the initiation and repayment of internal short-term loans to cover temporary cash shortages in the General Fund; now therefore,

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

Sec. 1. The Des Moines City Council authorizes the Finance Director to initiate and repay internal short-term loans to cover temporary cash shortages in the General Fund, using the daily short-term borrowing method.

Sec. 2. When the General Fund's cash is zero, the Finance Director is hereby authorized to pay claims and payroll the same as if cash was available. The additional cash necessary to pay such claims and payroll shall be borrowed from the Equipment Replacement Fund and/or the Computer Replacement Fund subject to the following terms and conditions:

(1) The amount of such borrowings shall not exceed the scheduled ending cash balance in those funds allocated to

Resolution No. \_\_\_\_  
Page 2 of \_\_\_\_

the General Fund as determined by the appropriate replacement schedules.

(2) The rate of interest on such borrowings shall be zero percent (0%).

(3) The amount borrowed shall be repaid the next day.

(4) The amount of borrowing and repayments shall be by memo entry only.

(5) A report of such memo entries listing the daily cash borrowings shall be provided to the City Council at the next regularly scheduled Council meeting.

**Sec. 3. Ratification.** All acts undertaken prior to the effective date of this Resolution that are consistent with the intent and purpose of same are hereby ratified, confirmed, and approved.

**Sec. 4. Effective date.** This Resolution shall take effect and be in full force immediately upon adoption by the Des Moines City Council.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this \_\_\_\_ day of \_\_\_\_\_, 2015 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2015.

---

M A Y O R

APPROVED AS TO FORM:

---

City Attorney

10/2/15 11:52 AM

Resolution No. \_\_\_\_  
Page 3 of \_\_\_\_

ATTEST:

---

City Clerk

10/2/15 11:52 AM

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General Fund	
Daily Cash	
<u>Negative Balances</u>	
15-Sep	(204,358.07)
16-Sep	(176,804.48)
17-Sep	(150,977.50)
18-Sep	(133,746.69)
19-Sep	(133,636.69)
20-Sep	(133,604.69)
21-Sep	(97,911.64)
22-Sep	(108,889.55)
23-Sep	(82,922.93)
24-Sep	(78,339.05)
25-Sep	(73,470.58)
26-Sep	(73,470.58)
27-Sep	(73,294.58)

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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: 2016 Budget

ATTACHMENTS:

1. 2015-2020 General Fund—City Manager Preliminary Budget

FOR AGENDA OF:

DEPT. OF ORIGIN:

DATE SUBMITTED:

CLEARANCES:

Legal \_\_\_\_\_

Finance *pm* \_\_\_\_\_

Marina \_\_\_\_\_

Parks, Recreation & Senior Services \_\_\_\_\_

Planning, Building & Public Works \_\_\_\_\_

Police \_\_\_\_\_

Courts \_\_\_\_\_

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

#### Purpose and Recommendation

The purpose of this report is to provide to the City Council the City Manager's recommended 2016 budget.

#### Suggested Motion

**None. Council direction is request.**

#### Background

The City of Des Moines has faced challenging budget deficits, particularly in the General and Street Funds, for many years, stretching back to the passage of I-695 in 1999. The City has used a variety of strategies to balance the budget over the years, including positions cuts, use of one-time revenues, instituting new revenues, furloughs, employees voluntarily reducing their Cost of Living Adjustments, changes to benefit programs, reorganizations, etc.

The budget situation for 2016 is not as daunting as in some years—an operating deficit of \$533,000—because we have significant one-time development revenues related to several large projects programed into the budget. However, the state of our reserves and the prospects for 2017 and beyond are bleak.

Without significant new revenues or massive cuts in expenses, our reserves will be completely drained before the end of 2017 and the City will no longer be able to provide services at current levels. While the City has been very aggressive with economic development efforts—including changing our development codes and streamlining our development processes—we are just now seeing the fruits of our labors. Those developments that are either under construction now or look to be under construction within the next year will bring in new revenues. This new revenue has been conservatively estimated and built into our budget forecasts through 2020 but it is not enough to get us to a sustainable budget.

Because the City has been in cutback, budget-tightening mode for the last 15 years, there are no cuts left that do not result in significant reductions in services or impair each department's ability to achieve its operational mission. Nonetheless, each department was directed to provide for consideration cuts equal to five percent and ten percent of their budgets. The City Manager then added several other cuts that had not been offered by the departments. Two options that were developed, if implemented, would result in the elimination of the Parks, Recreation, and Senior Services Director.

Staff was also directed to look for every revenue opportunity that might be available for the Council to implement. Possible revenue increases that came forward were increases to business license fees, increases to our parks and recreation fees, increases to our current utilities taxes (on storm water, cable TV, and solid waste), and implementation of a utility tax on water and sanitary sewer services. Applying our utility tax to water and sanitary sewer services is a new revenue option for the Council to consider. This has not been proposed in past years because it has always been assumed that cities like Des Moines that have no water or sewer utilities of their own could not tax the revenues of water and sewer districts. A court case out of eastern Washington in 2013 changed that perspective.

In addition, residents and the City Council have expressed concern over public safety issues and are calling for the City to add more police officers to our force.

## **Discussion**

After careful consideration and discussion with Councilmembers, staff, and members of the public, the City Manager is recommending a balanced, sustainable budget that is built on new revenues and two cuts to personnel, and includes the addition of three new police officers in the last quarter of 2016. The new revenues include increases to our business license fees, increases to our park and recreation fees, increases in our current utility taxes, and implementation of a utility tax on water and sanitary sewer services. The utility tax on water and sanitary sewer services is being recommended because the amount of revenue that will be raised is substantial and will allow the City to have a General Fund that is balanced and sustainable without the use of one-time revenues.

The two cuts that are being recommended are half of a Court Clerk and the Code Enforcement Officer. The Court believes that they can manage with a reduction in one of its Court Clerks to half time because they are implementing a new Case Management System that they believe will streamline their processes, allowing them to process the same amount of work with fewer employee hours. The impacts of cutting the Code Enforcement Officer can be mitigated to a point, but will result in reducing the City's ability to respond to all code enforcement complaints. If this cut is enacted, some complaints would be forwarded to the Police Department's Community Service Officers (CSOs), some would be handled by the Building Official's office, and some would be followed on by our permitting staff. The alarm system

permit and false alarm billing that our CSOs currently do will be transferred to another department, either the Planning Building and Public Works Department or the Finance Department.

One potential personnel cut that has received the most attention from public and the City Council is the elimination of the Parks, Recreation, and Senior Services Director. The City Manager is not recommending this cut for several reasons:

- One scenario called for the Parks, Recreation, and Senior Services Department to be combined with the Marina, with both director positions being eliminated and a new director position being created to manage both departments. Finding an individual who would be competent in the various issue areas of such a department would be very difficult, if not impossible.
- Cutting the Parks, Recreation, and Senior Services Department, having the Senior Services Manager also manage the recreation programs, and then having this manager report to the Assistant City Manager creates a management and supervisory structure for parks, recreation, and senior services that is not ideal and would most likely result in a degradation in the quality and amount of recreation and senior programs that we offer. Having a director responsible for these and other related functions has allowed Des Moines to build a set of recreation and senior programs that are the envy of the Puget Sound region and a major reason for the high quality of life we enjoy in our community.
- The Assistant City Manager was brought on board for his expertise in economic development. Giving him additional duties would distract him from this core responsibility. While he would be able to provide adequate management and supervision of a Senior Services and Recreation Manager, he is not an expert in these areas.

Two other cuts that have been discussed are the Police Department Office Manager and one of the two Police Commanders. The City Manager is not recommending these cuts, believing that the Police Department needs a strong and competent supervisor, management, and support structure in order to accomplish its mission of public safety, while keeping the potential for liability that can arise in police work at an absolute minimum. Cutting these two positions compromises the management effectiveness in the department. When discussing the impacts of cutting the Office Manager position, it was evident that the department relies on this individual as the only manager of a variety of IT systems and other departmental systems. The department will be conducting an aggressive cross training effort throughout 2016 in order to provide redundancy in the knowledge required to manage these systems.

Finally, the City Manager is recommending increases to the utility tax on Cable TV and Garbage services to fund the deficit in the Street Fund, and a utility tax on water and sanitary sewer services to fund street paving.

### **Alternatives**

NA

### **Financial Impact**

NA

### **Recommendation or Conclusion**

NA

Concurrence

NA

## 2015-2020 GENERAL FUND - CITY MANAGER PRELIMINARY BUDGET

	REVISED	BUDGET	FORECAST			
	2015	2016	2017	2018	2019	2020
Revenues	18,024,320	18,520,000	19,978,407	19,974,329	20,217,631	20,386,657
Expenses	(17,551,580)	(19,053,000)	(20,018,514)	(19,999,631)	(20,073,368)	(20,341,488)
<b>Net "Profit/Loss"</b>	<b>472,740</b>	<b>(533,000)</b>	<b>(40,107)</b>	<b>(25,302)</b>	<b>144,263</b>	<b>45,169</b>
<b>Add'l Reserve Req't</b>		<b>(121,763)</b>	<b>(168,215)</b>	<b>(16,866)</b>	<b>(22,828)</b>	<b>(30,719)</b>
<b>Total Annual Problem</b>	<b>472,740</b>	<b>(654,763)</b>	<b>(208,322)</b>	<b>(42,168)</b>	<b>121,435</b>	<b>14,450</b>
<b><u>SOLUTIONS</u></b>						
Police One-time O&M		(57,400)				
Police One-time New Cost		(18,000)				
Court One-time New Cost		(32,000)				
IS One-time New Cost		(20,000)				
One-time Revenues*						
New P&R Fees (10%/8%/5%/5%/5%)		121,492	78,388	47,766	55,319	58,206
Business Licenses (25%/20%)		57,670	57,614			
+ SWM utility tax		206,832				
+ Cable utility tax		195,885				
+ Sanitation utility tax		-				
+ Water/Sewer Utility		1,085,125				
2 month Implementation offset		(180,782)				
Hotel/Motel Festival Reimb		50,000				
Self Insurance fully funded/lower assessment						133,000
Permanent Comp Cuts	25,000	158,000		42,632		278,986
Add 3 Patrol Officers		(86,250)				
<b>Total Annual Solution</b>	<b>25,000</b>	<b>1,480,572</b>	<b>136,002</b>	<b>90,398</b>	<b>55,319</b>	<b>470,192</b>
<b>Ending Reserve</b>	<b>1,175,300</b>	<b>2,122,872</b>	<b>2,218,767</b>	<b>2,283,863</b>	<b>2,483,445</b>	<b>2,998,806</b>
<b><u>Required Reserve Calculation</u></b>						
5% Stabilization	854,237	870,899	971,528	989,716	1,007,382	1,019,333
7% Regular	1,228,611	1,333,710	1,401,296	1,399,974	1,405,136	1,423,904
<b>Combined Required</b>	<b>2,082,848</b>	<b>2,204,609</b>	<b>2,372,824</b>	<b>2,389,690</b>	<b>2,412,518</b>	<b>2,443,237</b>
<b>Reserve Shortfall</b>	<b>(907,548)</b>	<b>(81,737) **</b>	<b>(154,057) **</b>	<b>(105,827) **</b>	<b>70,927 **</b>	<b>555,569</b>

\*\* Surplus is highly desirable as water/sewer is based on consumption and therefore variable as compared to SWM/Cable/Sanitation:

# CITY MANAGER PRELIMINARY BUDGET

NEW SCENARIO - 3 FTE POLICE 2016 w/ Cuts										
	CURRENT		GEN'L FUND		STREET O&M		STREET PAVE		TOTAL	TOTAL
	Current Tax	Current Tax %	New Tax	GF Tax Tax %	New Tax	Tax %	New Tax	Street Tax %	Tax	TAX
Services										
Water	80.00		9.60	12%	-		3.20	4%	12.80	16%
Sewer	25.00		3.00	12%	-		1.00	4%	4.00	16%
Storm	16.00	1.28 8%	1.28	8%	0.32	2%			2.88	18%
Cable	75.00	6.00 8%	1.50	2%	-				7.50	10%
Garbage	40.00	3.20 8%	-		4.00	10%			7.20	18%
Car Tab	1.67	<b>\$20</b>	-				1.67	<b>\$20</b>	3.34	\$40
Monthly tax impact	12.15		15.38		4.32		5.87		37.72	25.57
Weekly tax impact	3.04		3.85		1.08		1.47		9.43	6.39
Annual tax impact	145.80		184.56		51.84		70.44		452.64	306.84

<u>Estimated 2016 Additional Revenue</u>				<u>TOTAL NEW</u>
Stormwater	206,832			206,832
Cable	195,885		55,639	251,524
Sanitation	-		365,400	365,400
Water/Sewer	1,085,125			1,446,834
Car Tab			440,000	440,000
Total Estimated Additional Revenue	<u>1,487,842</u>		<u>421,039</u>	<u>2,710,590</u>

### CITY MANAGER SCENARIO POSITIONS

		2016 Rates	
		<u>Full Year Cuts</u>	
Sr. Coord 2015 Vacant	P&R	100,000	
Add .724 Rec Specialist	P&R	(39,400)	
	<b>2015</b>	<b>60,600</b>	-
<hr/>			
Executive Asst	City Mgr	99,000	-
Code Enforce (by CSO)	Police	105,000	105,000
Office Manager	Police	97,000	
Add Records Specialist	Police	(75,000)	
Add .2 FTE Evidence	Police	(10,000)	
Director	P&R	179,000	-
Court Clerk .5 FTE	Court	78,000	53,000
.5 FTE Paralegal	Legal	28,000	-
	<b>2016</b>	<b>395,000</b>	<b>158,000</b>
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Commander	Police	191,000	-
Office Manager	Police	97,000	-
	<b>2017</b>	<b>288,000</b>	-
<hr/>			
.5 FTE Accountant	Finance	42,000	42,000
	<b>2018</b>	<b>42,000</b>	<b>42,000</b>
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Total Cuts w/o CD		<b>743,600</b>	<b>200,000</b>
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Building Inspector	PBPW	112,000	112,000
CD Assistant	PBPW	88,000	88,000
.6 Civil Engineer	PBPW	70,770	70,770
	<b>2020</b>	<b>270,770</b>	<b>270,770</b>
<hr/>			
Total 2015-2020 Plan Position Cuts			<b>470,770</b>
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<b>MARINA CUTS</b>			
Office Mgr (G-19)	Marina	103,200	
Add: Office Asst (G-13)	Marina	(75,418)	
	<b>2016</b>	<b>27,782</b>	-
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Add 3 Additional Patrol		<b>115,000</b>	<b>345,000</b>
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